



Wilkes-Barre Riverfront Parks Committee
PO Box 2554
Wilkes-Barre, PA 18703

Dear Friend:

Thank you for your interest in holding a special event at The River Common! Please complete the attached [River Common Special Events Request Form](#) with detailed information regarding the event you wish to hold, and submit it at your earliest convenience. In addition, please review our attached [River Common Special Events Procedure](#) prior to completing your application.

Please note that the designated sites available for rental will be reserved on a first come, first serve basis upon the receipt of all forms and payments and approval by the Director of River Common Programming and Outreach.

Here is a list of helpful information you should know before booking your event with us at The River Common:

- **Main Attractions – Site rental fees will be determined based on the event. Please refer to the attached River Common Map for attraction locations.**

- Amphitheatre
- Fishing Terrace
- Millennium Circle
- Northampton Street Portal
- River Landing



- **Electricity –** Minor electricity is available in the Millennium Circle and Northampton Street Portal and is offered at no charge to event hosts. However, if your event requires electricity you must hire a county electrician for the event. The fee will be calculated as described in the Luzerne County Employee Section on Page 2 of this application form.
- **Garbage Removal –** The event holder is responsible for removing all garbage generated by an event.
- **Insurance –** Insurance satisfactory to the Diamond City Partnership shall be provided as indicated in Step 4 of the River Common Special Events Procedure

- **Luzerne County Employees** – If Luzerne County employees are required for an event held at night or on the weekend, an hourly rate will be determined based on your request and needs.
- **WB City Coordination** – After review of your application, if the River Common Director determines that your event will require police and/or fire and ambulance presence, the following fees will apply:
 - **Police** – Wilkes-Barre police officers work a minimum of 4 hours at \$140.00 each, with each additional hour costing \$35.00 per officer.
 - **Fire/Ambulance** – Each Fire Fighter/Paramedic works a minimum of 2 hours at \$120.00, with each additional hour costing \$30.00.
- **Parking** – There are no designated parking facilities at the River Common.
- **Rain Dates** – Please note that rain dates will not be reserved. If your event is rained out, then you may call to reschedule another date.

Thank you for choosing The River Common for your event location! We appreciate your time spent completing our application. If you have any questions, please contact John Maday at john@wilkesbarre.org or myself at vjc1@psu.edu

Sincerely,

Vincent Cotrone
Riverfront Parks Committee

THE RIVER COMMON SPECIAL EVENTS PROCEDURE

I. Step 1

The event organizer must submit a formal request in writing, signed by the president of the entity, or other authorized person having authority to make such request on behalf of the entity. The written request shall be mailed to the Riverfront Parks Committee, PO Box 2554, Wilkes-Barre, PA 18703 and shall not be postmarked less than 30 calendar days from the date of the actual event or use of River Common.org property. The written request shall include a completed application that is attached to this procedure as [The River Common Special Events Request Form](#).

II. Step 2

The River Common will notify the requesting entity of the tentative approval or denial to use The River Common for the event. The Riverfront Parks Committee reserves the right to approve or deny any event request for any reason, without giving an explanation for the decision. If the Riverfront Parks Committee tentatively approves the request, the Riverfront Parks Committee will notify the requesting entity point-of-contact with the appropriate Riverfront Parks Committee contact information. The Riverfront Parks Committee reserves the right to rescind approval of any event request at any time and for any reason, without giving an explanation for the decision. If tentative approval is granted, the requesting entity can proceed to step 3.

III. Step 3

The requesting entity, upon approval notification from the Riverfront Parks Committee, shall contact the appropriate Riverfront Parks Committee official to schedule an event scoping meeting. The Riverfront Parks Committee shall inform the requesting entity of the projected costs to be incurred by the Riverfront Parks Committee and shall be available to answer any questions the requesting entity may have about planning the event and the limitations/restrictions as applicable. The projected costs will be submitted to the requesting entity within a reasonable amount of time and be based on estimated charged expected to be incurred by the Riverfront Parks Committee.

All payments shall be in the form of a certified check made payable to the "Riverfront Parks Committee". The Riverfront Parks Committee reserves the

right to apply any limitation and/or restriction, in its sole judgment, to protect the rights or interest of the Riverfront Parks Committee.

IV. Step 4

The requesting entity shall follow the direction given by the Riverfront Parks Committee for setup and operation of the event as indicated in the scoping meeting and all correspondence (written or verbal) between the scoping meeting the conclusion and removal of the event.

The Riverfront Parks Committee must be in receipt of the following documents, at least 48 hours before the event begins setup:

- A copy of the valid insurance policy that covers the event. The policy must be in the name of the requesting entity and must also cover all subcontractors for the event. The policy shall indicate the Riverfront Parks Committee, Luzerne County Flood Protection Authority, Luzerne County, and the City of Wilkes-Barre as additional insured. Types and coverage amounts shall be at least equal to the minimum required by the Riverfront Parks Committee at the time of the event's initial setup.
- If the event shall include the service of alcohol, the insurance policy must include liquor liability coverage at policy limits satisfactory to the Riverfront Parks Committee. In addition, all requirements of the City of Wilkes-Barre must be met. The policy must be issued from an authorized insurer and in compliance with all federal, state and local laws. The policy must begin before the commencement of the event's setup and must not expire or be allowed to terminate prior to the complete takedown and removal of the event. The policy must be presented in a form acceptable to the Riverfront Parks Committee.
- If the event shall include the service of alcohol, the requesting entity must provide written authorization from the Pennsylvania Liquor Control Board permitting the requesting entity to serve alcohol at the event.
- An original signature copy (in triplicate (3)) of the River Common Indemnification and Hold Harmless Agreement. This agreement must be signed by the president of the requesting entity or his/her duly authorized representative. The requesting entity name indicated on this agreement must match exactly to the name indicated on the insurance policy. A copy of the official [Indemnification and Hold Harmless Agreement](#) is attached.
- A signed letter accepting the special conditions required by the DCP, if applicable.
- Payment in full for the amount of the estimated costs to be incurred by the Riverfront Parks Committee, including expenses incurred by Luzerne County Flood Protection Authority, Luzerne County, and the City of Wilkes-Barre (if applicable and including labor, equipment, materials, overhead) for the event.

Step 5

The requesting entity shall completely remove all event equipment and debris from The River Common location within 24 hours of the established event termination (or sooner if required by the Riverfront Parks Committee). All trash must be disposed of by the requesting entity.

Payment, in addition to the original payment for estimated expenses, must be submitted to the Riverfront Parks Committee within 7 calendar days from date of notification, as established by the Riverfront Parks Committee. A closeout report of all incidents/accidents/damage for the event shall be submitted to the Riverfront Parks Committee within 48 hours of the established termination of the event.

THE RIVER COMMON SPECIAL EVENTS REQUEST FORM

*Please mail completed form to the Riverfront Parks Committee Attn: John Maday,
PO Box 2554, Wilkes-Barre, PA 18703 or email it to john@wilkesbarre.org*

Contact Information

Organization Name: _____

Legal Description of the Organization: *Please check one of the following:*

_____ Governmental Agency _____ Non-Profit Organization _____ Individual

Organization Address: _____

Contact Person: _____

Address of Contact Person: _____

Daytime Phone: () _____

Home Phone: () _____

Fax No.: () _____

Email Address: _____

Event

Requested date of event: _____

Requested time of event: Start _____ Finish _____

Estimated number of attendees: _____

Please place a check next to the type of event you wish to hold:

_____ Parade _____ Walk/Run _____ Party _____ Festival _____ Other

If "Other" please describe: _____

Please place a check next to the location of your requested event:

_____Amphitheatre_____Fishing Terrace_____Millennium Circle

_____Northampton Street Portal_____River Landing

Indicate all equipment/material to be used for the event:

Type of food and/or beverages to be distributed at the event:

Indicate all

subcontractors:

Indicate what provisions will be requested to meet the needs of disabled individuals:

Conditions and Acknowledgements

Our organization hereby requests the use of the area described above for the Event/Exhibit for the date and hours requested above. We understand and agree, in consideration for the use of the area, to the following:

1. DAMAGE TO PROPERTY. We understand that we are responsible for cleaning and returning the assigned area to its original condition as it existed prior to the event. We will not damage, injure, or in any manner deface the assigned area or surrounding areas. We will not cause or permit anything to be done whereby the assigned area or surrounding areas shall be, in any manner injured, damaged, or defaced. The Luzerne County Flood Protection Authority shall not be responsible for any loss or damage or injury that may arise or come to our property from any cause whatever during, prior to, or subsequent to the period of the event. We agree to pay, in addition to any fee, the cost to repair or replace any and all damages to the assigned area, site furniture and equipment, etc., which damages occurred during the term of our use of the assigned area.

2. HOLD HARMLESS AND INDEMNIFICATION. We agree to indemnify, defend, and save harmless, the Luzerne County Flood Protection Authority, the County of Luzerne, Riverfront Parks Committee, and the City of Wilkes-Barre and all its officers, agents, and employees, from any and all suits and actions of every name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party during the term of our use of the assigned area even if such injury or damage be due to negligence of the Luzerne County Flood Protection Authority, the County of Luzerne, Riverfront Parks and the City of Wilkes-Barre, its officers, agents or employees. It is not the intention of this section or any other provision of this application to confer a third party beneficiary right of action up on any person other than the Luzerne County Flood Protection Authority, the County of Luzerne, Riverfront Parks Committee and the City of Wilkes-Barre.

Name of Organization

Signature

Print name of Signatory

Title or Office of Signatory

INDEMNITY AND HOLD HARMLESS AGREEMENT

The undersigned _____ hereinafter "Indemnitor" does hereby grant to the County of Luzerne, a Political Subdivision of the Commonwealth, hereinafter called the "County", the Luzerne County Flood Protection Authority hereinafter called the "Authority", The Riverfront Parks Committee hereinafter called the "RFP", and the City of Wilkes-Barre, hereinafter called the "City" on the _____ day of _____, _____, the following:

WHEREAS, Indemnitor agrees to Indemnify and hold harmless the County, the Authority, the Partnership, the RFP, and the City, its agents, servants and employees from any claims and liability which may be made against the County, the Authority, the RFP, and the City.

NOW THEREFORE, in consideration of the County, the Authority, the RFP, and the City permitting the Indemnitor to use portions of the River Common, the Indemnitor hereby:

- Indemnitor undertakes to indemnify the County, the Authority, the Partnership, the RFP, and the City from any and all liability; loss of damage County, the Authority, the RFP, and the City may suffer as a result of the claims, demands, costs or judgment against and arising from the Authority's right-of-way.
- Indemnitor agrees to defend, at its own expense against any claims brought or actions filed against the County, the Authority, the RFP, and the City with respect to the subject of the indemnity contained herein whether such claims or actions are rightfully or wrongfully brought or filed.
- Indemnitor agrees to reimburse the County, the Authority, the RCO, and the City for any necessary expenses, attorney fees or costs incurred in the enforcement of this Indemnity Agreement.

RFP (Signature)

Authority (Signature)

County (Signature)

City (Signature)

Indemnitor (Signature)

STATE OF PENNSYLVANIA

COUNTY OF LUZERNE

I, _____ Notary Public in and for said County in said State, hereby certify that _____ whose Name(s) is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this Agreement, has/have executed the same on the day the same bears date. Given under my hand and official seal on this the _____ day of _____, _____.

Notary Public

SPECIAL PROVISIONS

The requesting entity hereby acknowledges and agrees to be bound by the following special conditions as required by the Riverfront Parks Committee in consideration of allowing the requesting entity to use The River Common Property:

- Condition 1 – if any
- Condition 2 – if any