EVENT PLANNING GUIDE & RENTAL APPLICATION

Republic Square ■ 422 Guadalupe Street ■ Austin, Texas 78701

Contact Information: Downtown Austin Parks, LLC ■ 515 Congress Ave., Ste 2150 ■ Austin, TX 78701
Phone. (512)469-1766 ■ Fax. (512)477-7456 ■ Email. republicsquare@downtownaustin.com
APPLICATION PROCESS

Republic Square is an active, urban green space grounded in rich history that traces back to the birth of our city. The newly renovated square is a place unlike any other in Austin with daily programming, modern amenities and a full-service café.

Thank you for selecting Republic Square as the location for your event. Your business is important to us, and we will work as quickly as possible to respond to your request in a timely manner.

Event Proposal
In order to determine whether your proposed event is appropriate for Republic Square, and to quote an appropriate site fee, we ask that you complete the Events Application. Please provide a clear and complete description of the proposed event. Incomplete applications could delay the review process.

Downtown Austin Parks, LLC is a 501(c)(3) non-profit organization responsible for managing all operations, maintenance, and programming at Republic Square, and for approving event applications for the Square. The permit process begins when you submit an Events Application Form that can be found at republicsquare.org/reserve or at the end of this document.

We ensure activities and events can be accommodated, are properly coordinated, and do not negatively impact the park, its daily users, and the operations of the Federal Courthouse.

Submission Time
Event applications should be submitted as far in advance of the proposed event as possible. For large scale events, we recommend you submit the Event Application no later than 90 days prior to your preferred event date(s). For smaller events, we recommend that you submit the application at least 45 days in advance. All Applications must be submitted at least 21 days prior to the event.

We cannot hold or reserve a venue while options are being considered by the applicant.

You may submit the application by mail or email. Submission does not guarantee that your event will be approved.

MAIL: Downtown Austin Parks, LLC
c/o Downtown Austin Alliance
515 Congress Ave., Suite 2150
Austin, Texas 78701

EMAIL: republicsquare@downtownaustin.com

Response Time
Fully completed applications are reviewed within 7 business days from the date of submission. Once the application has been reviewed, you will receive a price quote for park rental and recommendations on configuration of your event within the space. Estimated fees will not be quoted without a complete application. Additionally, an on-site walkthrough with the Republic Square events staff may only be scheduled after all required materials have been submitted. Please know that your original proposal may require minor revisions due to time and space restrictions, park rules, or logistical complications.

Reservation Fee
Once your Event Application is approved, you will be required to pay a deposit to reserve the park. The full rental fee will be due no later than two (2) weeks prior to the Event Date per the License Agreement, or you will forfeit your full deposit. See Fee Schedule on the following page for list of refundable deposit amounts.

Cancellation Policy
All cancellations must be submitted in writing at least 14 days in advance of your event. If Republic Square cancels the event due to unforeseen circumstances, applicable fees will be refunded to the applicant. Cancellations by the applicant within 21 or fewer days of the event, results in forfeiture of 100% of the deposit.
FEES

Total fees will only be given after a complete proposal application has been submitted and reviewed.

Park Operations
Operations, management and programming of Republic Square is funded by private contributions and, in-part, by revenue generated through event rental fees.

The fee for your event will be determined taking into consideration the following criteria:

- Type of Event: Whether the event is public or private, corporate, commercial, promotional, or informational.
- Public use/access to the Park: Whether the event disrupts the public use of the park, including obstructing pedestrian traffic flow or closing off any part of the park to the public.
- Structures: Whether large structures are required or large equipment is necessary.
- Length of Time: The total amount of time the park will be used from load-in and set up through load-out.
- Time of Year: Base fees may fluctuate during peak market seasons.

Fees are determined according to the details in your event application. The more detailed you can be, the more accurate your estimate will be.

Your total estimated fee will include a base fee depending on the area of Republic Square that will be used for your event. Base fees are as follows. Map of areas can be found in Exhibit A:

<table>
<thead>
<tr>
<th>EVENT TYPE</th>
<th>SQUARE FOOTAGE</th>
<th>CAPACITY (without infrastructure)</th>
<th>BASE FEE</th>
<th>REFUNDABLE DEPOSIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Park (includes Plaza)</td>
<td>35,850</td>
<td>3,585</td>
<td>$6,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Public Event/ Partial Closure</td>
<td>2,000- 2,999</td>
<td>$5,000</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,000- 1,999</td>
<td>$4,000</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>Market Promenade</td>
<td>5,115</td>
<td>511</td>
<td>$2,000</td>
<td>$500</td>
</tr>
<tr>
<td>Auction Oaks Deck</td>
<td>2,250</td>
<td>225</td>
<td>$1,000</td>
<td>$300</td>
</tr>
<tr>
<td>The Grove</td>
<td>2,115</td>
<td>211</td>
<td>$1,000</td>
<td>$300</td>
</tr>
</tbody>
</table>

Additional Fees & Charges
In addition to the base fee described above, you may be charged additional fees based on your event and event needs. Additional charges may be applied for the following:

- Excessive electrical or water usage
- Post-event clean-up
- City Permits (see Permits)
- Grounds restoration/replacement

The applicant is responsible for providing all equipment, supplies, staffing, permits, security and emergency personnel, recycling and refuse management, supplemental restrooms, needed for applicant’s event.

Damage Deposit
All events must provide a deposit (see Reservation Fee above) to reserve the park. This deposit also serves to cover any damage to the park property or other violations of the site agreement. The deposit amount is based on the size and area of the event, the length of the event, and the total estimated fee for the event. Following the Event Date, you will be invoiced for any damages and/or additional services. If no additional fees are incurred, the damage deposit will be refunded within 30 days of the Event Date.

Permits
Depending upon the nature of your event, you may be required to obtain permits associated with holding events in Austin including, but not limited to, City of Austin Special Events Permits, Texas Alcohol Beverage Commission permits, amplified sound permits, street closure permits, parking and right of way permits, music copyright licenses (BMI, ASCAP, and/or others).

Republic Square Management will help you determine which additional permits are required for your event, but you are responsible for obtaining all permits, paying all associated permit fees, and providing copies of each permit to Republic Square Management in advance of your event.
Insurance
All applicants must comply with the insurance requirements set forth on Exhibit C. Certificate must be submitted no later than 14 days prior to the event. Failure to submit Certificate of Insurance as required can result in cancellation and loss of deposit.

Release and Indemnity
Downtown Austin Parks, LLC, Austin DMO dba Downtown Austin Alliance and City of Austin are not responsible for anyone injured in connection with your event, or personal property damaged or left at Republic Park. You understand and agree that you will hold harmless and indemnify Downtown Austin Parks, LLC, Austin DMO dba Downtown Austin Alliance, and City of Austin (collectively, “Indemnified Parties”) for any and all claims, damages, or liabilities that may arise from your event or your use of Republic Park. You understand and agree that the release and indemnity provisions contained above are intended to cover injuries, claims, damages, or liabilities arising from the Indemnified Parties’ negligence.

SUPPLEMENTAL GUIDELINES

Food & Alcohol Sales
Salt & Time Café, located at Republic Square, is operated by Square Republic LLC. We strongly encourage events to reach out to and engage Salt & Time Café for food and beverage support during your event. Square Republic LLC holds a beer and wine permit for the parameter around the permanent café space in the park. A special event permit will be required if you are setting up satellite bars, beer gardens or wish to sell liquor. It is strongly recommended that you use Square Republic LLC as your bar provider.

If your event limits or causes disruption to normal operating hours, you will be required to contact Square Republic, LLC directly. You will have the option to:
- Work directly with Square Republic, LLC to engage and incorporate their services (either food and/or beverage service) into your event; or
- May be subject to a buy-out fee or compensation due to loss of revenue caused by the disruption to operations.

Applicant must work out an agreement with Salt & Time Café outside of any contracts or permits you have with Downtown Austin Parks, LLC. If selling alcohol, your event may be subject to additional permits and fencing as dictated by both TABC and the City of Austin.

Bathrooms
Republic Square has two (2) gender neutral restrooms that are open to the public during park hours. Applicant is responsible for providing additional toilets when the number of event attendees exceeds 250 guests. Events over 250 guests require a ratio of two toilets per every 500 attendees with a minimum one of which must be ADA accessible. Hand sanitization stations and daily servicing are required. Portable toilet placement and removal must be done under the supervision of Republic Square staff.

Capacity
Event capacity for the entire park is approximately 5,000. Event participant numbers may not exceed this number at any time.

Clean Up & Restoration
Applicant is required to remove any and all event-related materials including, but not limited to: equipment, supplies, litter, recycling, and refuse. Failure to fully remove all event-related materials from the park will result in loss of deposit and possible additional restoration fees.

Electricity
See the Utilities Plan (Exhibit B) for access points to electricity onsite. Your application must include the need for power access and the type of distribution you are planning to use. A licensed electrician and an electrical permit is required for any tie-in, wire to wire, or similar electrical connections. Large events may be subject to a connection fee contingent upon the scale of power needs. Minimal use of electricity is complimentary. Location of power generators must be approved by Republic Square staff.

Furniture, Fixtures and Equipment
The chairs and tables and other fixtures in the park are for public use at all times. Removal of any furniture, fixtures or equipment must be requested and approved through the application process. Existing park furniture and fixtures include:
- 12 metal café tables
- 39 metal chairs
- 5 waste receptacles
- 6 recycling receptacles

Gardens/Grounds
The gardens, lawn, and walkways must be protected from damage during load-in, load-out, and throughout your event. Park staff will work with you to devise an appropriate protection plan. Any damage to park landscaping, turf, furniture, fixtures or equipment will be billed to the event applicant. **Staking of tents or other structures is prohibited.**

Hours
Events must take place within the posted park hours, unless otherwise approved. The park is open from 6:00AM to 10:00PM. Events requiring full or partial park closure (or events exceeding 1,000 attendees) are automatically contracted for full-day use of the park. Smaller event space rentals are for a minimum of four (4) hours of use.

Inflatables & Amusement Amenities
Use of inflatable rides/games, moonwalks, climbing walls, dunking booths, petting zoos, mechanical rides, and other amusement amenities must be disclosed at the time of application and require approval. Vendors, amusement contractors, or subcontractors are required to maintain insurance as provided in Exhibit C (and must provide required certificates of insurance prior to entering Republic Square) and must adhere to all State and local inspection requirements.

Load-in/out
The park and surrounding sidewalks must remain open to the public at all times unless otherwise approved in advance in writing by Downtown Austin Parks, LLC. Motorized vehicles are prohibited from being on any area of the park not with the exception of the Market Promenade. Republic Square has a commercial loading zoned area on 4th Street towards the southwest corner of the park. Additional permits can be secured through the City of Austin for longer load-in/load-out.

Park Rules
Without exception, all park rules shall remain in effect during events. Members of the public cannot be excluded from use of the Park unless the park has been rented in its entirety.

Professional Photography & Filming
Groups who wish to use the park for commercial photography or videography, NOT in conjunction with an approved event, must apply for a permit. A permit is required if equipment is more extensive than a single tripod and single person crew. You can email us directly at republicsquare@downtownaustin.com to request a permit.

Sanitation and Security Services
There will be one (1) park Ambassador staff assigned to the park at all times during hours of operation. The Ambassador serves as hospitality, clean and safety from the park side. If your event requires additional sanitation and safety support, you are required to submit sanitation and/or safety staffing plans and to secure those services. Downtown Austin Parks, LLC may require you to have additional sanitation and safety support for your event. Additional Republic Square Ambassadors can be added for a fee.

Signage
All event signage must be approved through the event application process to ensure that it is safe and will not damage park property. Removal or covering of existing park signage is strictly prohibited.

Sound
Applicants can have amplified sound from 10:00AM to 10:00PM, up to 85-decibels with a permit. Sound levels must adhere to those established by the City Ordinance (Chapter 9-2 Noise & Amplified Sound). A sound permit must be obtained from Austin Parks & Recreation Department (PARD) in order to operate sound equipment over those limits. For a temporary sound permit, you will need to contact the City of Austin (http://www.austintexas.gov/parkevents). Events that submit an Austin City Events (ACE) application may be contacted by PARD directly. Applicant is required to actively manage sound levels as prescribed in the City Ordinance and in coordination with nearby residents, businesses and the courthouse surrounding the park.

Stage & Setup
A complete schedule of load-in, performance, and load-out activities must be submitted to the Republic Square management at least four (4) weeks prior to the event. Detailed drawings indicating locations of all event equipment, footings, materials and activity sites are required with event application.

Street Events
If your event exceeds the perimeter of the park, you may require a City of Austin Special Events Permit for use of the right-of-way. This would include food trucks parked along 4th Street, ticket booths or cues extending past the park boundaries and more. We will help determine if your event requires street and right of way permitting.

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Tents
Tents over 400 square feet (with sides), or 700 square feet (without sides- canopy only) must be inspected by the Special Events Division of the City of Austin. All commercial, rental tents require coordination with the applicant in advance of the event. Pop-up style tents are allowed on the site. **Use of stakes is strictly prohibited.** Anchoring may be done by using appropriate weights or water barrels only. All tents must be approved as part of the event application process.

Recycling and Refuse Removal
All recycling and landfill trash must be properly removed from the park within the permitted rental time for the event. All recycling and landfill trash shall be hauled off-site to an appropriate facility or facilities. Failure to properly remove trash may result in an additional fees and loss of security deposit.

Vehicles, Loading/Off-loading
Vehicles required for loading and/or event production must be approved through the application process. All vehicles associated with the event must be permitted. Vehicles may not be driven onto the park ground at any time without prior permit and are strictly limited to areas approved for vehicles. Vehicles may not be left on-site during the event unless they have been approved through the event application.

Weather
Republic Square management, in conjunction with the Downtown Austin Alliance and the City of Austin, reserves the right to cancel an event due to severe weather conditions or other unforeseen or anticipated threats to public safety. This decision will be made to ensure protection of life, property and safety of event attendees. Republic Square Management will work with you to reschedule your event if cancellation is due to weather. A weather plan will need to submitted and approved by Downtown Austin Parks, LLC and the City of Austin (if applicable) in advance of your event date.
EXHIBIT A.
EVENT LOCATIONS

Below is a complete list of spaces available to rent. We will assist in determining which location is the best fit based on your application.

A. Main Lawn
The centerpiece of Republic Square, the Main Lawn is a lush, green oasis in the middle of the city. With approximately 22,000 square feet of green space, the Lawn is heavily used by the public in pleasant weather.

B. Auction Oaks Deck
Under these oak trees, plots of Austin were auctioned off in 1839 forming the city. Today, guests enjoy a little reprieve from the heat on this shaded deck. The Deck can serve as a stage for your event. Or, reserve the area for a group party or corporate event.

C. Market Promenade
The Market Promenade is the park’s entrance from 4th Street. It is home to the Downtown Farmers’ Market every Saturday morning at the park.

D. Café Patio
The Café Patio is located in the northwest corner of Republic Square and is equipped with café tables and chairs. This is a popular spot where daily visitors can order food and beverages and sit to relax for a bit.

E. The Grove
The Grove is seating area nestled under the canopy of trees near 5th Street.
EXHIBIT B.
UTILITIES PLAN: ELECTRICAL

NOTE: 30 amp breaker or higher
UTILITIES PLAN: WATER

NOTE: potable water source
EXHIBIT C.
INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

PROVIDE THIS DOCUMENT TO YOUR INSURANCE AGENT

Required of all Special Events, Permit Requestors, or as required by rental agreement. The Requestor shall carry insurance in the types and amounts indicated below for the duration of the Agreement. The amount of required insurance is subject to increase depending on the type and size of the Requestor’s event. Others providing services for this event may also be required to provide insurance as identified by the description of their services.

Requestor means: applicant, organizer, renter, permit applicant, and/or contractor as notated in the relevant application.

The Certificate must be submitted at least two (2) weeks prior to the event.

STANDARD INSURANCE REQUIREMENTS
(See Page 2 for Certificate & Policy Requirements, Name and Address, etc.)

- **Commercial General Liability Insurance** with a minimum per occurrence limit of $2,000,000 for coverage. The policy shall contain the following provisions:
  - **General Aggregate** (including Terrorism) with a minimum limit of $3,000,000
  - **Personal and Advertising Injury** with limits of $1,000,000
  - **Damage to Premises Rented** with a minimum limit of $1,000,000 (each occurrence)
  - **Products-Completed Operations Liability** with limits of $2,000,000
  - **Medical Payments or Accident Coverage** with limits of $5,000 to any one person

ADDITIONAL INSURANCE REQUIREMENTS
(Dependent on requested activities as required by Downtown Austin Parks, LLC)

- **Liquor Legal Liability:** If contractor is permitted and granted permission to sell or distribute alcoholic beverages, coverage for Liquor Legal Liability with a limit of $3,000,000 shall also be provided. This must be done either as a standalone policy or addendum to the Commercial General Liability coverage. Requestor must sign, and strictly follow, *Republic Square Rental Alcohol Serving Agreement*.  

- **Caterer/Contractors/Concessionaires:** If contractor is hired by event Requestor, they must be approved prior to the event by Downtown Austin Parks, LLC and each is to provide evidence of Commercial General Liability Coverage in limits and with Additional Insured as shown above. In addition, these companies must provide evidence of Worker’s Compensation coverage at statutory levels, and Business Auto Coverage in the amount of $1,000,000 combined single limit.

- **Aircraft/UAVs/Drones:** Contact Austin-Bergstrom International Airport for motorized flight/aviation insurance specifications.

- **Professional Liability Insurance:** Professional Liability Insurance Coverage at a minimum limit of $100,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this permit.  
  **Examples required for:** Commercial fitness groups, select contract instructors based on risk, movement based instruction, or similar situations.

INSURANCE CERTIFICATE & POLICY PROVISIONS, SPECIFICATIONS, AND REQUIREMENTS:

- **All required policies** should include the name and address of the Insured individual(s) or requestor for the event.

- **All required policies** shall be endorsed and certificates shall reflect the following:
  - Downtown Austin Parks, LLC listed as additional insured
  - Austin DMO dba Downtown Austin Alliance listed as additional insured
  - City of Austin listed as additional insured
  - Waiver of Subrogation in favor of each entity
All Endorsements naming above as additional insured, granting waivers, and providing Notice of Cancellation, as well as all Certificates of Insurance shall indicate:

Downtown Austin Parks, LLC
515 Congress Avenue, Suite 2150
Austin, Texas 78701

The Requestor must complete and forward the standard certificate of insurance to the Downtown Austin Parks, LLC before the Permit/Agreement is executed as verification of coverage required in subparagraphs above. The Requestor shall not commence work until the required insurance has been obtained and until such insurance has been reviewed. Approval of insurance by Downtown Austin Parks, LLC shall not relieve or decrease the liability of the Requestor hereunder.

The Requestor’s insurance coverage must be maintained with insurance companies that can lawfully provide coverage in the State of Texas and have an A.M. Best Ratings of at least A-VII.

If insurance policies are not written for the amounts specified above, the Requestor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The Requestor shall not cause any insurance to be cancelled nor permit any insurance to lapse during the term of the Permit/Agreement or as required in the Permit/Agreement.

The Requestor shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverages required are required minimums and are not intended to limit the responsibility or liability of the Requestor. All event Requestors agree to pay for any damage done to park facilities, grounds, or furnishings of Republic Square caused by the Requestor and their invitees, guests, caterers/contractors/concessionaires or employees during or arising out of the rental of the park.

Downtown Austin Parks, LLC, Austin DMO dba Downtown Austin Alliance and City of Austin are not responsible for anyone injured on the premises, or personal property damaged or left on the property. The Requestor understands and agrees that it will hold harmless and indemnify Downtown Austin Parks, LLC, Austin DMO dba Downtown Austin Alliance, and City of Austin for any and all claims or liabilities that may arise from the Requestors event.