

EXHIBIT 1
Addendum to Department of Recreation and Parks Special Events
Application
Special Conditions for Use of West Shore Park

For the event application by the undersigned organization or person (the "*Applicant*") at West Shore Park, the Mayor and City Council of Baltimore (the "*City*") acting through its Department of Recreation and Parks (the "*Department*") has agreed with the Waterfront Partnership of Baltimore, Inc., a Maryland non-profit corporation (the "*Partnership*") to add these Special Conditions to the application. The parties recognize special conditions apply to the use of West Shore Park because of the public, central, and recreational aspect of West Shore Park. Events at West Shore Park require a City Co-Sponsor to manage the event. The "*Partnership*" has been designated as the official City Co-Sponsor for West Shore Park.

Additional sponsorship fees may be charged to the Applicant by the Partnership for their management of events held in West Shore Park.

Definitions

West Shore Park. West Shore Park is the area bounded by Light Street, the Visitor Center, the Waterfront Promenade and Maryland Science Center.

Introduction

The Partnership is a Maryland non-profit corporation whose mission is to provide for the maintenance, preservation, management and improvement of Baltimore's harbor area for the benefit and enjoyment of those who visit, work, and live in or near Baltimore's harbor area. The City has agreed with the Partnership to allow it to have an advisory role in the review of permit applications because of the Partnership's interest in and support for the maintenance and improvement of West Shore Park.

These Special Conditions set forth some of the criteria for events held at West Shore Park and are subject to amendment by the City. These Special Conditions are subordinate in all respects to all governmental requirements, including those particularly of Baltimore City, and are implemented in conjunction with the City's approval of events held in West Shore Park and as coordinated with the Partnership.

Event Application Process

1. **Event Application.** The Applicant applying for a Special Event Permit, General Park Use Permit, or any other use requiring approval of the Department is to submit the appropriate event application to the Department's Permits Office. The Department will forward the application and any additional event information to the Partnership as part of the event application review process. All events held in West Shore Park require a City-Co Sponsor. There may be a fee for this service in addition to

the City of Baltimore Permit Fees. . Applicant acknowledges that the Partnership may charge an additional fee for co-sponsoring the Applicant's event.

2. Submission. Applications for any public event expecting attendance of (a) 2,500 or more persons, shall be submitted at least 120 days preceding the event and (b) less than 2,500 persons at least 75 days preceding the event. Private event applications shall be submitted at least thirty (30) days preceding the event. The hc Department will provide the contact information for the Partnership if a City Co-Sponsor is needed.. For a new event or significant event, the Applicant and the Partnership will generally be invited to attend a review meeting with the Department.

3. Response Time. The Partnership is expected to review fully completed applications within one (1) week after receipt and to provide any comments to the application to the Department within that time and to notify Department and Applicant if the Partnership will agree to co-sponsor the event. The Department may include as part of the review meeting an on-site walkthrough with the Partnership when the Applicant has submitted all materials and answered all questions. The original proposal may require revisions based on time and space restrictions, park rules, protection of West Shore Park, logistical complications, comments from other City agencies or the Partnership, as deemed appropriate by the Department. If the Partnership declines to Co-Sponsor the event, the application will be returned to the Applicant. If the Partnership agrees to Co-Sponsor the Applicant, the Partnership will work with the Department and the Applicant to coordinate logistics as necessary to conduct a successful event.

Expenses and Permits

4. Liability Insurance. The Applicant is to provide liability insurance as the Department requires. A typical policy covers a minimum of \$1,000,000 per occurrence, and usually must name Waterfront Partnership of Baltimore, Inc. as well as the Mayor and City Council of Baltimore as an additional insured.

5. Damage and Deposit. The Applicant shall pay for all damage in West Shore Park or any property thereabouts in each instance relating to the event. The Department customarily requires the Applicant to provide a deposit to pay for any damage to City property in West Shore Park or other violation of the permit for the event. The deposit amount relates appropriately to the size and nature of the event, the use the event is making of the various areas of West Shore Park, and the investment the Partnership has made in West Shore Park. The Department may make all or part of the Applicant's deposit available to the Partnership for repair or restoration of damage related to the event.

6. Security. The Department does not provide security personnel. Security is only by the Baltimore City Police Department. Based upon the nature of the event, the Baltimore City Police Department, through the application review process, will determine the need and scope of security services needed for each event. For the protection of West Shore Park, however, the Partnership may recommend the City require the Applicant to hire security officers for appropriate times and places. Enforcement of applicable

governmental requirements is by the Baltimore City Police Department, Park Rangers of the Department of Recreation and Parks, and other enforcement officers of the City or the State of Maryland, not by the Partnership.

7. Sanitation. The City can provide sanitation services for events for a fee. Each event application requires the submission of a sanitation plan taking into account the recommendation of the Partnership.

8. Permits. The Applicant may need other permits associated with holding events in Baltimore City, including, Department of General Services Special Events Permits, Amplified Sound Permits, Parking Permits, Transportation Department Permits, Department of Buildings Permits, music copyright licenses (BMI, ASCAP, or others), and any other license or permit that may be necessary. Following issuance, the Applicant will provide the Department with copies of each permit immediately following issuance.

Additional Special Conditions

9. Alcohol. Open air alcohol consumption is prohibited in West Shore Park, except on the premises of properly licensed establishments, or unless the City has granted a special permit for alcohol consumption.

10. Bathrooms. West Shore Park has no public bathrooms. If the Sponsor anticipates large crowds or other need for the event, the Sponsor is to include portable toilets in the event proposal at locations the City approves taking into account the recommendation of the Partnership. The Applicant is responsible for any costs for such facilities.

11. Electricity. The Applicant must inform the City of what type of distribution the Applicant is planning to use. There is a fee for this service. If the event requires its own generator, the Applicant must place it at a location the City approves, taking into account the recommendation of the Partnership.

12. Furniture. The chairs, tables, and benches in West Shore Park are for public use at all times. However, if the Applicant desires to use its own tables and chairs for the event or audience, the Sponsor may request it in the application.

13. Gardens and grounds. The fences, , gardens, lawn, foliage, and all other hardscape and landscape items must be protected from damage during load-in, load-out, and throughout the event. The Partnership will work with the Applicant to devise an appropriate protection plan with design, number, and location of load-in, load-out spaces subject to approval by the City taking into account the recommendation of the Partnership.

14. Hours. Events must take place within customary park hours, dawn to dusk unless otherwise approved. Events with sound amplification scheduled past 9 p.m. require approval from the surrounding community association.

15. Lawn. The availability of any lawn areas depends on weather conditions on the day of and days before the event. If the Applicant plans to use lawn areas for the event, it must propose an alternate plan in case the lawn areas are unavailable. All vehicles shall remain entirely on roadway areas at all times.

16. Structures. Location of any structures shall be on a roadway or sidewalk area only, unless otherwise approved by the Department. Any necessary anchoring of each stage, tent, or other structure shall be coordinated with the Partnership to avoid any damage to infrastructure or landscaped areas.

17. Load-in and out. West Shore Park is to remain open to the public at all times unless there is a danger to the public and a brief closure is absolutely unavoidable. No cars or trucks are allowed on any lawn area.

18. Parking. Parking in the area is limited to the public garages and available street and surface parking in the area.

19. Park availability. Although West Shore Park generally is open to the public, the Applicant may want to ask the Department to allow the Applicant to request members of the public who want to use West Shore Park but are not part of the event to stay in an area of the West Shore Park not in use for the event.

20. Pets: All dogs shall be on a leash of suitable length so as not to interfere with other persons or pets. Persons having pets in West Shore Park shall abide by all governmental requirements of cleaning up and disposal of waste from pets. No pets shall be in any fountain at West Shore Park at any time, with the person responsible for any pet to effect any necessary control of the pet.

21. Signage. The City must approve all event signage or signage distribution in West Shore Park before the event, taking into account the recommendation of the Partnership.

22. Sound. An 80-decibel sound limit applies in West Shore Park. The City, will work with the Applicant to ensure the most effective sound scheme for the event, taking into account the recommendation of the Partnership. To use amplified sound in West Shore Park, the Sponsor will need an Amplified Sound Permit from Baltimore City.

23. Trash removal. The Applicant is responsible to bag and remove all trash generated from an event from the area of West Shore Park at the end of the event. The Applicant should consider hiring a private trash carting service or the City Bureau of Solid Waste for this service. Trash cannot be left next to garbage cans or on the curb. The Applicant must remove all cardboard from the area of West Shore Park after an event. Failure to properly remove trash can result in an assessment of the Applicant for the cost of removal. For any event attended by in excess of 200 people, the Applicant shall arrange for placement of an adequate number of receptacles for recycling as well as trash, and shall arrange for proper and timely pickup by the City or other person or company.

24. Vendors. All food vendors must use protective coverings to protect the ground against spillage, drainage, and damage to asphalt, grass, or other surface. Vendors who are frying, grilling, or using grease or oils must install rubber roofing or tar paper to cover the entire space. Vendors must place grease barrels on nonporous tar paper if located on pavement and shall not locate them on lawn areas.

25. Weather. Events are rain or shine. The City does not give rain dates.

The undersigned has read and understands the Special Conditions as set for in this document for West Shore Park. By signing this document, the Applicant agrees to abide by the Special Conditions for West Shore Park.

Signature & Date

Printed Name