



TECO LINE STREETCAR SYSTEM POLICY TO TEMPORARILY CEASE STREETCAR SERVICE FOR PARADES OR SPECIAL EVENTS

INTENT OF POLICY

The goal of Tampa Historic Streetcar, Inc., is to ensure streetcar service not be interrupted in any way and, when unavoidable, that any interruption be as limited and least disruptive as possible. It is also the intent of this policy to set parameters to ensure the safety of event participants on or near the streetcar route in the event service is ceased for a special event or parade.

1. NOTIFICATION AND POSTING OF TEMPORARY SERVICE CHANGE

If streetcar service is temporarily stopped or adjusted for a parade or special event, the Event Sponsor must purchase interior advertisement placards for placement inside the streetcars. One (1) placard in each of the nine (9) streetcars shall be purchased and displayed in the streetcars for a period of two (2) months prior to the event. The cost, terms and design of the placards shall be consistent with the guidelines established for the Streetcar Interior Advertising Program for the TECO Line Streetcar System. **The advertisements must specify the date, time and location of the streetcar service interruption in addition to advertising the event.**

2. PROMOTION OF STREETCAR SERVICE PRIOR AND DURING EVENT

The Event Sponsor, at their cost, shall promote the use of the streetcar system in event literature, including press and public notifications. If extra streetcar service is provided during the event, advertisements shall be placed in local publications and sponsor websites describing the extra service. The purpose is to enhance the likelihood of streetcar ridership during the event. One goal is emphasize the use of remote parking and use of the streetcar to the event.

3. RELEASE AND INDEMNIFICATION AGREEMENT AND PROOF OF INSURANCE

The Tampa Historic Streetcar, Inc., Hillsborough Transit Authority, and the City of Tampa shall be held harmless, released from liability and indemnified for damage, costs, loss liability including but not limited to the streetcar line (track, track way, median, signage, electrification, catenary system, etc.) and streetcar stations; and for the death or injury of parade or special event participants, attendees, workers, and others and attorney's fees and cost of litigation. The Event Sponsor must purchase and present proof of general commercial liability insurance in the amount of \$1,000,000 per occurrence and a general aggregate of \$2,000,000 or greater as required by the City of Tampa and Hillsborough Transit Authority along with the service change proposal before THS Board or Directors for review and approval and Hillsborough Transit Authority approval. The insurance coverage

**TECO LINE STREETCAR SYSTEM
POLICY TO TEMPORARILY CEASE STREETCAR SERVICE FOR PARADES OR
SPECIAL EVENTS
PAGE 2 OF 3**

level shall be no less than the level required by the City of Tampa for issuance of a Special Event Permit from the City of Tampa and approval of Hillsborough Transit Authority. The Event Sponsor shall provide proof of insurance with entities listed as additional insureds to each of the entities listed above 45 days prior to the event or the Streetcar Special Event Agreement to allow the service change will be revoked.

For any event involving the use of automobiles (such as parade floats), the Event Sponsor shall present proof and maintain during the period of the special event automobile liability insurance with a combined bodily injury and property damage limit of \$1,000,000 per occurrence or greater. Such insurance shall be obtained in accordance with the laws of the State of Florida as to the ownership, maintenance and use of all owned, non-owned, leased and hired vehicles.

The Event Sponsor and all participants in a parade, on a parade float, or any other such event-related feature, apparatus, device, equipment, or material, must sign a Release and Indemnification Agreement before partaking in the parade or event. The agreement shall be approved by THS and Hillsborough Transit Authority 45 days prior to the event and the signed Release and Indemnification Agreements shall be delivered to HART's Streetcar Administrative Assistant at 1201 E. 7th Avenue, 2nd Floor, Tampa, FL 33605, prior to the event.

4. FLOAT HEIGHT LIMITS

The maximum allowable parade or event float height shall be no more than 17 feet, including participants with costume elements. This height limitation is to ensure clearance of no less than 18 inches under the de-energized TECO Line Streetcar System overhead wires.

5. APPLICABLE FEES AND CHARGES

If the event includes a parade that requires the discontinuance or interruption of streetcar service and the turning off of power along the streetcar route, the Event Sponsor shall be responsible for paying the following expenses to THS or Hillsborough Transit Authority (HART) as appropriate. Any deviation from the above fee structure must be approved by the THS Board or their authorized designee prior to the Event.

- Deposit for Service Impact. This monetary deposit shall be refunded to the Event Sponsor if ridership on the day of the event, meets or exceeds normally expected ridership on the same of service – \$1,000
- Administrative Fee for the processing and coordination of the Special Event Agreement form and a temporary cease to streetcar service – \$1,000
- Charge to de-energize (2 hours) and re-energize (2 hours) the overhead catenary line and check the line to ensure service can properly continue – \$35 per hour per person
- Personnel to staff temporary stop(s) and other key stations to inform riders about the service interruption – \$35 per hour per person; with a 2-hour minimum. Required number of personnel will vary depending on size of the event
- Personnel to staff areas where event participants will cross the streetcar tracks while setting up or breaking down and/or while assembling before or disbanding after a

**TECO LINE STREETCAR SYSTEM
POLICY TO TEMPORARILY CEASE STREETCAR SERVICE FOR PARADES OR
SPECIAL EVENTS
PAGE 3 OF 3**

parade or event* – \$35 per hour per person; with a 2-hour minimum. Required number of personnel will vary depending on size of the event.

- Charges associated with for rental of interior advertising space in nine (9) streetcars for advertisement placards for a two (2) month period:
 \$100 per month for non-profits / \$300 per month for for-profit organization
- Charge for installation of nine (9) advertisement placards in nine (9) streetcars advising patrons of upcoming event and service change – \$60
- Charges for printing and production of nine (9) advertisement placards advising patrons of upcoming event and service change – \$153
- If the Special Event involves adding extra service, a \$102.64/hour charge will be applied (per THS Operating Budget FY2010 Budget).

*If the proposed event will have parade participants crossing the streetcar tracks while assembling before or disbanding after a parade or event, during the parade or event, or while setting up and breaking down at each parade route end, the Event Sponsor must pay for Hillsborough Transit Authority (HART) personnel (at a rate of \$35 per hour per person with a two hour minimum) to be present to ensure and police the safe crossing of the streetcar tracks, or Event Sponsor must pay for off-duty Tampa Police Department officers to be present at all times for this purpose.

These charges must be paid in advance, and if not done per established schedule, the Streetcar Special Event Agreement will be revoked.

**APPROVED BY THE TAMPA HISTORIC STREETCAR BOARD OF DIRECTORS AND
HILLSBOROUGH TRANSIT AUTHORITY AND PLACED INTO EFFECT:
July 19, 2010**



1201 E. 7th Avenue, Tampa, Florida 33605
 Tel: (813) 449-4796, Fax: (813) 221-6470

STREETCAR SPECIAL EVENT AGREEMENT

Event Name:	Contact Name:
Event Date:	Address:
Name of Sponsoring Organization:	Primary Phone Number:
Address:	Fax Number:
Date of this Request:	Cell Phone:
NOTE: THS Board and Hillsborough Transit Authority (HART) approval for any streetcar service changes is required 45 days in advance of event date	Email Address:

Description of Event (include parade route if applicable): _____

Streetcar Service Changes During Special Events

I am requesting a temporary streetcar service change as described below. Check all that apply.

- ___ Requesting last eastern streetcar stop during this special event be at:
- ___ 1. Centennial Park Station;
 - ___ 2. Tampa Bay Federal Credit Union Station; or
 - ___ 3. Streetcar Society Station; or
 - ___ 4. Cadrecha Plaza Station
 - ___ 5. Other streetcar station beyond Ybor City area, specify: _____



___ Requesting that the streetcar cease service during the special event or parade from the hours of: _____ AM/PM to _____ AM/PM.

___ Requesting permission to cross the streetcar tracks during set up or break down, and/or while assembling before or disbanding after the special event or parade.

Terms

THS Policy

_____ Event Sponsor hereby acknowledges receipt of the TECO Line Streetcar System Policy to Temporarily Cease Streetcar Service for Parades or Special Events and agrees to abide by the requirements of said policy in addition to the terms set forth in this Agreement.

Proof of Insurance

_____ Proof of general commercial liability insurance in an amount of \$1,000,000 per occurrence and a general aggregate of \$2,000,000 or greater with City of Tampa, Hillsborough Transit and THS, Inc. listed as additional insureds, is attached hereto. For any event involving the use of automobiles (such as parade floats), the Event Sponsor shall present proof and maintain during the period of the special event automobile liability insurance with a combined bodily injury and property damage limit of \$1,000,000 per occurrence or greater. Proof of insurance must be received by HART's Streetcar Administrative Assistant at 1201 E. 7th Avenue, 2nd Floor, Tampa, FL 33605, 45 days prior to the event. A copy of the insurance certificate will be kept on file in the HART office of Risk Management.

Release and Indemnification Agreement

_____ A signed Release and Indemnification Agreement is attached hereto. The Release and Indemnification Agreement must be received by HART's Streetcar Administrative Assistant, 45 days prior to the event. A Release and Indemnification Agreement must be signed by the Event Sponsor and all event or parade participants.

Publicity of Streetcar Service Changes (and extra service, if required). Advertising will be placed in local publications and/or websites as pre-approved by THS and HART promoting the use of the streetcar system (including the cease of service and/or extra service). Description of advertising with inclusion of the streetcar (dates, names of publications, and websites) is due to HART's Streetcar Administrative Assistant 45 days in advance of the event.

Media Source	Ad Run Time, Size and Quantity	Percentage of time/space to cover streetcar service

Message: (Must include station stop location changes): _____

Interior Advertising

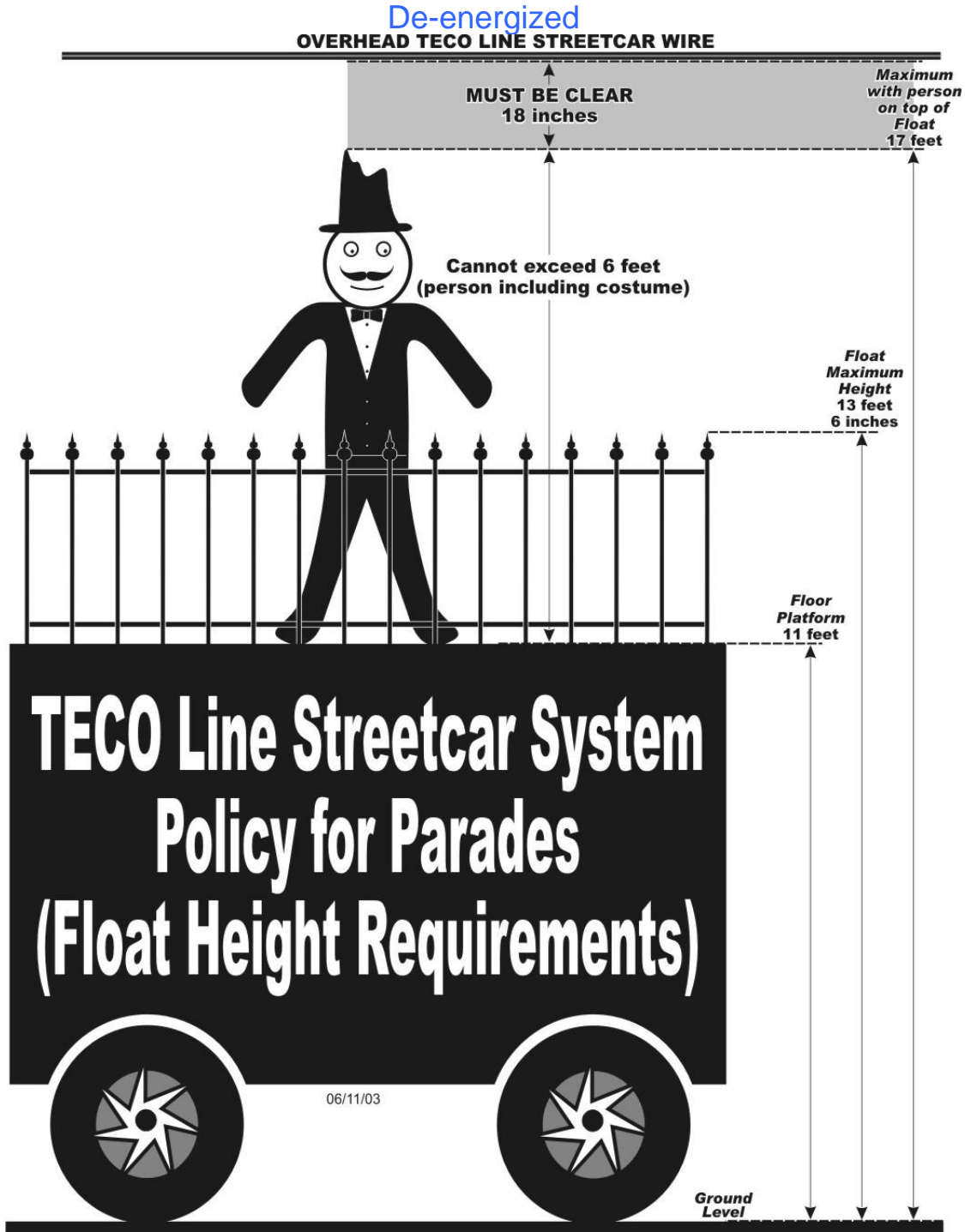
_____ I agree to purchase interior advertising placards for placement on each of the nine streetcars to be displayed two months prior to the event according to the guidelines established for the TECO Line Streetcar System Streetcar Interior Advertising Card Program.

Event or Parade Impact on Streetcar Route

If an event will take place adjacent to the TECO Line Streetcar System or will impact the normal operations of the streetcar, the applicant or event sponsor may be required to present the event details before the Tampa Historic Streetcar, Inc. Board of Directors for parades with routes that will traverse or travel under the streetcar lines, and obtain Board approval and Hillsborough Transit Authority approval. The applicant or event sponsor must complete a Release and Indemnification Agreement and secure the approval of Hillsborough Transit or THS 45 days prior to the event.

Parade Float Height Limits

The maximum allowable parade or event float height shall be no more than 17 feet, including participants with costume elements as depicted in the rendering below. This height limitation is to ensure clearance of no less than 18 inches under the de-energized TECO Line Streetcar System overhead wires.



**TECO LINE STREETCAR SYSTEM
STREETCAR SPECIAL EVENT AGREEMENT
PAGE 4**

Description of Charges (Check all that apply) <i>Any deviation from the above fee structure must be approved by the THS and Hillsborough Transit Authority (HART) or their authorized designee prior to the Event.</i>	Cost	Paid to
___ Deposit for Service Impact. This monetary deposit shall be refunded to the Event Sponsor if ridership on the day of the event, meets or exceeds normally expected ridership on the same of service – \$1,000	\$ 1,000	THS
___ Administrative Fee for the processing and coordination of the Special Event Agreement form and a temporary cease to streetcar service – \$1,000	\$ 1,000	HART
___ Charge to de-energize (2 hours) and re-energize (2 hours) overhead catenary line and check the line to ensure service can properly continue – \$35 per hour per person	\$ 140	HART
___ Personnel to staff temporary stop(s) and other key stations to inform riders about the service interruption – \$35 per hour per person; with a 2-hour minimum. Required number of personnel will vary depending on size of the event.	\$	HART
___ Personnel to staff areas where event participants will cross the streetcar tracks while setting up or breaking down and/or while assembling before or disbanding after a parade or event – \$35 per hour per person; with a 2-hour minimum. Required number of personnel will vary depending on size of the event.	\$	HART
___ Charges for rental of interior advertising space in nine (9) streetcars for advertisement placards for a two (2) month period <ul style="list-style-type: none"> • \$100 per month for non-profits organizations • \$300 per month for for-profit organizations 	\$	THS
___ Charge for installation of nine (9) advertisement placards in nine (9) streetcars advising patrons of upcoming event and service change – \$60	\$ 60	HART
___ Charges for printing and production of nine (9) advertisement placards advising patrons of upcoming event and service change – \$153	\$ 153	SBC Signworks
___ If the Special Event involves adding extra service, a \$102.64 per hour charge will be applied (per THS Operating Budget FY2010 Budget).	\$	HART
TOTAL COST:	\$	

Payment Information: Payment in full is due prior to event date, and if not done per established schedule, this Special Event Agreement shall be revoked. Please submit a check or money order ONLY. This Special Event Agreement Form shall serve as your invoice. Make check(s) as indicated above and forward to: HART, Finance Department – Accounts Receivable at 1201 E. 7th Avenue, 3rd Floor, Tampa, Florida 33605.

Make check or money order payable to THS in the amount of \$ _____
 Make check or money order payable to HART in the amount of \$ _____
 Make check or money order payable to SBC Signworks in the amount of \$ _____

**TECO LINE STREETCAR SYSTEM
SPECIAL SERVICES
PAGE 5**

I have read and understand the information provided in this Special Event Agreement Form and in the TECO Line Streetcar System Policy to Temporarily Cease Streetcar Service for Parades and Special Events.

NOTE: Signature of Event Sponsor must be that of the President or Vice President, Chair or Vice Chair, of event sponsoring corporation or the Manager of an LLC or sole proprietor responsible for the event.

NAME OF ENTITY: _____

By: _____
Signature

_____ Date

Print Name _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ (type of authority, e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public - State of Florida

SEAL

Print Name

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

FOR OFFICE USE ONLY, Do not write in this line

Approval/Disapproval (circle one)	Approval/Disapproval (circle one)
<p>_____</p> <p>Tampa Historic Streetcar Signature</p> <p>_____</p> <p>Date</p>	<p>_____</p> <p>Hillsborough Transit Authority (HART)</p> <p>Signature</p> <p>_____</p> <p>Date</p>

CHECKLIST PRIOR TO APPROVAL

	HART Staff Initials	Date Completed
Complete application submitted within 45-day time frame		
Payments received		
Advertising posted		
Ridership Confirmation and Comparison to determine if Refund of Deposit is Due		
Deposit Refunded (if due)		
Site Plan Safety Review		



RELEASE AND INDEMNIFICATION AGREEMENT

For Parades or Special Events that traverse or travel along the Streetcar Route and/or Require Temporarily Changing/Ceasing Streetcar Service

I, the undersigned, _____, Event Sponsor or Event Participant (as the case may be) in the _____ (“Event” herein), taking place on _____ (date) in Tampa, Florida, on behalf of the undersigned entity, hereby release Tampa Historic Streetcar, Inc., the City of Tampa, and Hillsborough Transit Authority (collectively, the “Released Parties”) from any and all loss, claim, damage, cost, expense and/or liability including but not limited to personal injury damage to property, and attorneys’ fees and the costs of litigation which the undersigned may sustain or incur from participation in the Event and accept full responsibility for any such loss.

The undersigned hereby also agrees to indemnify, defend and hold harmless the Released Parties from any and all loss, claim, damage, cost expense and/or liability including but not limited to personal injury damage to property, and any damage to property of the Released Parties including attorney’s fees and the costs of litigation which Released Parties may sustain or incur as a result of the undersigned’s participation in the Event. By way of example, and not limitation, Tampa Historic Streetcar, Inc., the City of Tampa, and Hillsborough Transit Authority are hereby held harmless, released from liability and indemnified for damage to the streetcar line (track, track way, median, signage, electrification, catenary system, etc.) and streetcar stations; and for the death or injury of parade or special event participants, attendees, workers, and others.

The undersigned Event Sponsor also agrees to purchase insurance adequate to cover the risk described in this Release and Indemnification Agreement. The Event Sponsor agrees to purchase and present proof of general commercial liability insurance for this event in the amount of \$1,000,000 per occurrence and a general aggregate of \$2,000,000 or greater as required by the City of Tampa and Hillsborough Transit Authority from time to time. For any event involving the use of automobiles (such as parade floats), the Event Sponsor shall present proof and maintain during the period of the special event automobile liability insurance with a combined bodily injury and property damage limit of \$1,000,000 per occurrence or greater. The insurance coverage amounts shall be no less than the amounts required by the City of Tampa for the issuance of a Special Event Permit from the City and as approved by Hillsborough Transit Authority. The Event Sponsor shall provide proof of insurance to each of the entities listed above 45 days prior to the event. The Released Parties shall be named as additional insureds under all policies delivered in accordance herewith and upon request, the Event Sponsor shall provide to the Released Parties copies of all policies provided in accordance with this Agreement prior to the event.

Part of the consideration for this Release and Indemnification Agreement is the permission granted by the Released Parties to allow Event Participants to enter upon 8th Avenue from 100 feet east of 17th Street along the streetcar route and at the station to the streetcar’s eastern terminus at Centennial Park Station and at other locations along the streetcar route. The

undersigned also agrees that nothing will be erected on the streetcar trackway on 8th Avenue, within 10 feet of the line or erected in or on any of the streetcar station shelter areas.

I, the undersigned, do hereby represent and personally warrant that I have all requisite power, authority and authorization to execute this document on behalf of the entity identified below.

Event Sponsor/ Event Participant:

Name: _____

Signature

Full Name Printed

Print Title of Signatory

Date Executed _____

Witness Signature

Print Name: _____

Date Executed: _____

Hillsborough Transit Authority

Tampa Historic Streetcar, Inc.
