

**City of Murfreesboro, Tennessee
Special Limited Event Beer Permit**

State of Tennessee
County of Rutherford

Permit Number: 0473
Issued: August 18, 2022

Having established the facts and otherwise complied with the requirements of the Murfreesboro City Code,

**Tennessee Equality Project
Foundation**

is hereby permitted to engage in the business of selling and serving on the premises eight percent (8%) beer or Other Legalized Beverage made legal by such laws at

**Cannonsburgh Village
312 S Front Street**

in Rutherford County on

September 17, 2022

**Event hours of 3:00 p.m. and 10:00 p.m.
Serving hours of 3:00 p.m. and 9:00 p.m.**

This permit is not transferable.

Murfreesboro City Recorder


Jennifer Brown

Post this permit in a conspicuous place at the location shown above!



... creating a better quality of life

Application for Special Limited Event Beer Permit

PLEASE TYPE OR PRINT LEGIBLY WITH INK

Date: 7/15/2022

Name of Non-Profit Organization: Tennessee Equality Project Foundation
(Attach copy of IRS 501(c) ruling or financial statements)

Address of Organization: P.O. Box 330895

City: Nashville State: TN Zip: 37201 Phone: (615) 212-3947

Contact Name: Leslie Russell Yost Contact Phone: (615) 631-5768

Date of Special Event: 9/17/2022

Time of Special Event: Begins: 3pm a.m. or p.m. (circle one)

Ends: 10pm a.m. or p.m. (circle one)

Period Beer Will Be Served: Begins: 3pm a.m. or p.m. (circle one)

(Maximum of 12 hours) Ends: 9pm a.m. or p.m. (circle one)

Exact Location of Event: Cannonsburgh Village, 312 South Front Street
Murfreesboro, TN 37129

Nature and Purpose of Event: BoroPride, all ages community festival that will include
music, food trucks and vendors. This is the 6th annual

Approximate Number of Persons Expected to Attend: 4200 event

Date of Special Event: _____

Time of Special Event: Begins: _____ a.m. or p.m. (circle one)

Ends: _____ a.m. or p.m. (circle one)

Period Beer Will Be Served: Begins: _____ a.m. or p.m. (circle one)

(Maximum of 12 hours) Ends: _____ a.m. or p.m. (circle one)

Exact Location of Event: _____

Nature and Purpose of Event: _____

Approximate Number of Persons Expected to Attend: _____

Date of Special Event: _____

Time of Special Event: Begins: _____ a.m. or p.m. (circle one)

Ends: _____ a.m. or p.m. (circle one)

Date of Special Event: August 21, 2021

Time of Special Event: Begins: _____ a.m. or p.m. (circle one)

Ends: _____ a.m. or p.m. (circle one)

Period Beer Will Be Served: Begins: _____ a.m. or p.m. (circle one)

(Maximum of 12 hours) Ends: _____ a.m. or p.m. (circle one)

Exact Location of Event: _____

Nature and Purpose of Event: _____

Approximate Number of Persons Expected to Attend: _____

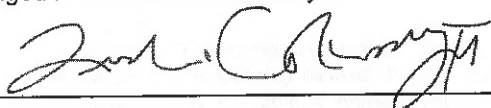
Attach sheets for additional events, not to exceed fifteen events during the calendar year.

Do you agree not to employ any person that has been convicted of any violation of laws for the possession, sale, manufacture or transportation of intoxicating liquor or beer or any crime involving moral turpitude within the last ten years? (See Section 4-41 of Murfreesboro City Code for definition of crimes involving moral turpitude.) Yes

Do you agree not to sell to minors, employ minors to serve beer or alcoholic beverages, or permit minors to loiter unchaperoned by a parent or guardian at the special event(s)? Yes

Do you agree not to sell or offer for sale, or to give away or serve, or to permit to be consumed any beverage covered by this application except for the approved hours listed herein? Yes

I have read and understand Chapter 4, Article III and IV, of the Murfreesboro City Code and agree to abide by said code and any revisions that may be made thereto. If this application is approved, I agree that it is approved as meeting all of the requirements of Chapter 4, Article III and IV, of the Murfreesboro City Code and understand that if any violation is discovered the permit may be revoked. I further acknowledge that approval does not give any assurance the laws will not be changed in the future which may result in the revocation of said permit.

Sign:  Title: 2021 BoroPride Committee Chair

Printed Name: Leslie Russell Yost Date: 7/15/2022

FOR OFFICE USE ONLY – DO NOT WRITE IN AREA BELOW

This application received by the City Recorder on the 17 day of August, 2022 with an application fee of \$50.00 as evidenced by receipt number 239140913-0001.

Number of event days submitted for calendar year (include this application along with previous applications): 1 (30 days is the maximum)

Confirmation of Identity

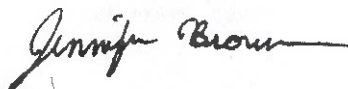
Driver's License



Other Government Issued ID



City Recorder



APPROVED



Date 8 / 18 / 22

By



REJECTED



Date

____ / ____ / ____

By

City of Murfreesboro
Finance Misc
Murfreesboro, TN 37130
(615) 893-5210

9140913-0001 Heather L 08/17/2022 05:00PM

MISCELLANEOUS

Beer Application Permit
(BeerAp)

2023 Item: BeerAp

1 @ 50.00 50.00

50.00

Subtotal 50.00

Total 50.00

CREDIT CARD 50.00

Change due 0.00

Comments: SPECIAL BEER PERMIT APPLICATION
BORO PRIDE 9/17/2022

Signature: _____

Thank you for your payment

CUSTOMER COPY

8/18/22

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization
Organization Address

Tennessee Equality Project Foundation
P.O. Box 330895

Event Location

Cannonsburgh Village
312 S Front Street

Event Date

9/17/2022

Event Time

3:00 p.m. until 10:00 p.m.

Period for Beer to be Served

3:00 p.m. until 9:00 p.m.

Nature and Purpose of Event

BoroPride

Approximate Number of Persons Expected to Attend

4200

Application Completed Properly?

Yes

Internal Revenue Letter Provided?

Yes

The actual beer application is available in the office of the City Recorder.

**COOPERATIVE USE AGREEMENT
BETWEEN
THE CITY OF MURFREESBORO
AND
TENNESSEE EQUALITY PROJECT FOUNDATION, INC.
FOR
BORO PRIDE FESTIVAL**

WHEREAS, the City owns and operates the Cannonsburgh Village and the surrounding green space located at 312 South Front Street, Murfreesboro, Tennessee.

WHEREAS, the Cannonsburgh Village represents approximately 100 years of early Tennessee life from the 1830s to the 1930s and the Cannonsburgh Village and surrounding green space are available for the citizens of Murfreesboro to enjoy leisure and recreational opportunities.

WHEREAS, the City continually seeks to enhance leisure and recreational opportunities for its citizens by maximizing the usage of facilities.

WHEREAS, the Boro Pride Festival is an event open to the public with no admission being charged but will have an admission fee for the vendors (food, craft, and commercial vendors).

WHEREAS, the Tennessee Equality Project Foundation is a non-profit corporation and has agreed to pay the City the amount of \$1,655.00 for the rental of Cannonsburgh Village, Lions Club, the Chapel and the Greenway Trailhead across the bridge from Cannonsburgh Village from 3:00p.m. on Saturday September 17, 2022 to 9:00 p.m. on Saturday, September 17, 2022. Additional equipment is available to rent;(2) 20x30 tents for rent at \$250 each, (1) 20x20 tent for rent at \$200, pavilion \$150 (3 hours), tables, and chairs are also available to rent.

WHEREAS, the Boro Pride Festival brings tourists to our community.

WHEREAS, the Boro Pride Festival does not receive direct financial support from the City.

NOW THEREFORE, this Use Agreement made and entered into this ____ day of _____, 2022, by and between the City of Murfreesboro, Tennessee, hereafter referred to as "City" and the Tennessee Equality Project, hereafter referred to as "User".

In consideration of the mutual promise and agreements contained herein, the City and User agree as follows:

1. **Purpose.** The City agrees to allow User to use of Cannonsburgh Village, Lions Club building, the Chapel, Hickerson Street (Visitor Center lawn) and the Cannonsburgh Greenway Trailhead for the sole purpose of conducting the Boro Pride Event. The User agrees to comply with the terms of this Use Agreement, the rules and regulations of Murfreesboro Parks and Recreation Department ("Department"), and applicable city, state and federal laws and regulations.
2. **Term.** The term of this Use Agreement shall be from 3:00 p.m. on Saturday, September 17, 2022, until 9:00 p.m. The User shall have a non-exclusive right to use Cannonsburgh

Village, Grounds, Hickerson/Visitor Center lawn, Lions Club and the trailhead Property during the term of the Use Agreement but only on the dates and at the times specified.

The City agrees to allow the User use of this Property for the Boro Pride Festival with impromptu jam sessions and independent vendor sales at the Cannonsburgh Greenway Trailhead 3:00 p.m. to 9:00 p.m. on Saturday, September 17, 2022.

3. City's Obligations

- a. Either party shall have authority to cancel any or all activities due to severe weather (lightning, tornado, etc.) or act of God.
- b. The City is responsible for electric maintenance of the existing electric system.
- c. The City is responsible for providing security of Cannonsburgh Village buildings.
- e. The City will provide garbage receptacles and trash bags.
- f. The City will erect safety barriers around unsafe conditions on the festival grounds (drainage ditch at greenway entrance).
- g. The City will remove barriers to the Greenway Trailhead sidewalk and entry from South Front Street (at split rail fence).
- h. The City will provide a contact which is the Facility Coordinator for Cannonsburgh Village or the Coordinator's designee to facilitate any maintenance or repairs to the facility.

4. User's Obligations.

- a. The User shall provide payment for required permits and metering of any additional electrical supply not currently available at Cannonsburgh Village or the Cannonsburgh Greenway Trailhead. The User shall also be responsible to have said temporary metered service installed, inspected and disconnected. The User shall accept the current electrical system as is and shall make any requests for repairs ten days prior to the event.
- b. The User shall provide payment for power usage, alterations or relocations to the electrical system during its event, and the User will be responsible for any changes to the current system prior to the event. Alterations or relocation shall not be performed without the approval of the City and said alterations or relocations shall only be performed by City or a licensed electrical contractor.
- c. The User will inspect all vendor electric cords just prior to the event. This inspection shall occur after the vendor has set up but prior to serving the public. The inspection team will consist of a licensed electric contractor, user representative and a city representative. The User will bear all expenses required, and vendors shall be responsible for any corrections needed.

- d. The User shall provide a contact which is the Boro Pride Festival Director or designee for issues that may arise during the event.
- e. If additional parking is needed for the Event at the City parking garage the User will be responsible for directing patrons to that location. The User will then be responsible for hiring off duty police officers to work at Broad and Front Street for traffic control.
- f. The User will be responsible for vendor and concession parking prior to and during the event.
- g. The User shall provide a stage, sound system and a professional technician for the stage if needed.
- h. The User will not permit commercial activity or visible signage regarding sponsorship in Cannonsburgh Village.
- i. The User is responsible for notifying all county and city agencies relating to the safe operation of the event, i.e. Murfreesboro Police Department.
- j. The User is responsible for providing enough volunteers and security (Off-duty police officer) to conduct the Boro Pride Festival from 3:00 p.m. September 17, 2022 to 9:00 p.m. in a safe and enjoyable manner.
- k. The User shall be responsible for the selection and coordination of events, vendors, presenters, crafts, concessions, sponsors and guests, including any associated fees and set-up.
- l. The User shall inspect the site prior to the event in order to minimize the potential of accidents. The User shall immediately advise the Department's representative of any defective or unsafe condition on the Property and shall not use any facility deemed unsafe until corrected.
- m. The User shall provide all toilet facilities. Such as Port-a-Potty with hand washers.
- n. The User shall comply with all Cannonsburgh Village rental regulations.
- o. The User shall provide the City access to any and all records of User relative to this Use Agreement, and shall respond to the City's requests for information, as necessary for City to verify and/or determine User's compliance with the terms of this Use Agreement. User shall provide copies of any such records to City if requested by the City.
- p. The User shall assign parking areas for participating concessionaires supply trucks at the Greenway Trailhead parking lot or the City parking garage.
- q. User agrees to obtain a single limit commercial general liability insurance policy in the amount of \$1,000,000.00 covering bodily injury, including death and property damage, and including coverage for contractual liability. User shall provide City a copy of a certificate of insurance for such policy and an endorsement specifying that the City of Murfreesboro is named as an additional insured for the purposes of this Event before beginning its use of the scheduled Property. The procuring of insurance

is for User's protection as well as the City's and does not limit the amount of damages which the City may be legally entitled to pursue.

- r. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by City as described herein. User shall pay City for any damage to Property during the term of this Use Agreement as determined by City based on pre- and post-event inspections.
 - s. The User agrees to provide entertainment, equipment, equipment set-up, take down, etc.
 - t. The User agrees to and disposal of garbage during and after the event.
 - u. The User agrees make a reasonable effort to police (clean debris) around the entire festival area prior to the event in order to minimize the potential of accidents. The user will be responsible for trash and litter pickup, and placement into receptacles, so that the areas are in a clean and orderly state throughout the festival. The user agrees to provide a clean-up crew during and after the event
5. Indemnification. User shall indemnify and hold harmless the City, its officers, agents, and employees from:
- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement.
 - b. Any claims, damages, costs and attorney fees arising from any failure of User, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.
 - c. User shall pay City any expenses incurred as a result of User's failure to fulfill any obligation in a professional and timely manner under the Agreement.
6. User's Representations. User covenants that it will not discriminate against any person on any unlawful basis, including but not limited to sex, race, religion, national origin, or disability and that its programs and services will comply with the Americans with Disabilities Act.
7. Signage No signs or advertisements shall be posted, displayed or listed by User on the Property without the prior approval of City. All signs must conform to City's sign ordinance. Any signage must be removed at the request of City.
8. Force Majeure: No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act

of public enemy, epidemic, pandemic, or other cause of similar or dissimilar nature beyond its control.

9. Termination of Use Agreement. This Use Agreement may not be assigned or transferred. The City shall have sole discretion to terminate this Use Agreement. Termination may result from User's failure to abide by the terms of this Use Agreement. In the event of a breach of this Use Agreement, the City may give the User an opportunity to timely correct the default.
10. Amendment. This Use Agreement constitutes the entire Agreement between the City and User. This Agreement may be modified by written amendment executed by all parties and their signatories thereto.

In witness whereof, the City and User have executed this Use Agreement on the day and date first written above.

CITY OF MURFREESBORO

**TENNESSEE EQUALITY PROJECT
FOUNDATION, INC.**

By: _____
Nate Williams, Director

By: _____

Title: _____

Date: _____

Date: _____

Email: _____

APPROVED AS TO FORM:



Katie Driver, Staff Attorney

Heather Lovvorn

From: Nate Williams
Sent: Friday, August 12, 2022 2:12 PM
To: Heather Lovvorn
Subject: RE: Boro Pride Festival

Yes, this is fine.

Nate Williams
Director, Murfreesboro Parks & Recreation
Cell: 615-642-1080
Office: 615-890-5333

From: Heather Lovvorn <hlovvorn@murfreesborotn.gov>
Sent: Friday, August 12, 2022 1:58 PM
To: Nate Williams <nwilliams@murfreesborotn.gov>
Subject: Boro Pride Festival

Hi Nate,

I received the attached application for a Special Event Beer Permit and Use Agreement (not signed). I just wanted to make sure you were aware, and that beer was okay for this location.

Event
Name: BoroPride
Where: Cannonsburgh Village
Date: 9/17/2022
Time: 3 pm to 10 pm

Thanks,

Heather Lovvorn
Accountant
City of Murfreesboro
Finance Department
(615)893-5210 ext 1033

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 12 2005

TENNESSEE EQUALITY PROJECT
FOUNDATION
C/O JOHN SNYDERS
PO BOX 330895
NASHVILLE, TN 37203-7506

Employer Identification Number:
20-3518536
DLN:
17053314023005
Contact Person:
RONALD D BELL ID# 31185
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
OCTOBER 18, 2005
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)