

**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 12th day of August, 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.

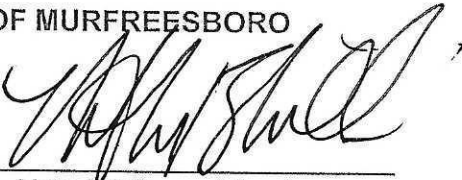
- r. The User accepts the Property as suitable for the purpose of this Use Agreement. User shall protect and maintain the Property except for maintenance to be performed by City as described herein. User shall pay City for any damage to Property during the term of this Use Agreement as determined by 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

By: 
Nate Williams, Director

Date: 8/17/22

TENNESSEE EQUALITY PROJECT
FOUNDATION, INC.

By: 

Title: executive director

Date: August 12, 2022

Email: christopher.k.sanders@gmail.com

APPROVED AS TO FORM:


Katie Driver, Staff Attorney

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

State of Tennessee
County ofutherford

Permit Number: 4151
Issued August 19, 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 on Order Legislated Beerage made legal by
such laws as

**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 3:00 p.m.

This permit is not transferable.

Murfreesboro City Recorder


Recorder

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

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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).



Dana Womack State Farm
805 S Church St
Suite 10
Murfreesboro, TN 37130

CONTACT NAME: Josh Casteel
PHONE (A/C, No, Ext): (615) 900-0877 FAX (A/C, No): (615) 900-0779
E-MAIL ADDRESS: josh@myboroagent.com

INSURED
Tennessee Equality Project
P.O. Box 330875
Nashville, TN 37203-7506

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER A : State Farm Fire and Casualty Company | 25143 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD INSD | SUB WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------|---------|---------------|-------------------------|-------------------------|---|
| X | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | X | X | 92 NF698-25 | 08/12/2022 | 08/12/2023 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ \$ |
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy paid in full 8/12/2022 for \$665.00.

CERTIFICATE HOLDER

City of Murfreesboro

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.