

CONFLUENCE PARK POLICY & PROCEDURE

1. Jurisdiction and Purpose

- a. Confluence Park is designed to be an educational and community events venue.
- b. Confluence Park Street Address: 310 West Mitchell St, San Antonio, TX 78204
- c. This Confluence Park Policy and Procedure document applies only to the premise of Confluence Park, and may be amended from time to time by the San Antonio River Foundation, see [Figure 1](#).

2. Definitions

- a. Event: Any organized group activity within the boundaries of Confluence Park, including activities which require sponsorship or paid use of facilities as well as planned activities on the pathways and open areas.
- b. SARF: San Antonio River Foundation
- c. SARA: San Antonio River Authority
- d. Event Organizer: Individuals and/or organizations who are seeking to reserve any part of Confluence Park for an Event.

3. Event Reservation Process

- a. SARF will operate and maintain a Confluence Park Event Reservation webpage found at: www.sariverfoundation.org/confluencepark to serve as official website for information related to Event Reservation. This page will contain instructions for submitting a reservation request, a calendar displaying available dates, a document containing all terms and conditions for the use of Confluence Park, and SARF contact information.
- b. **Step 1-** The Event Organizer should visit the Event Reservation webpage and fill out and submit a reservation request form online. The Event Organizer should select an available date from the Calendar of Events. Reservation timeslots are split into (i) morning, (ii) afternoon and (iii) after hours, per the [Rental Rates](#) table, set forth in Section 17 below. There are six areas to reserve: 3 satellite pavilions, a main pavilion, a classroom, and all park facilities. Multiple reservations can be made on one day. Event Organizers who do not have access to the internet may call the SARF office to make a reservation over the phone (210-224-2694).
 - i. The Event Organizer must be at least eighteen (18) years of age to make a reservation.
 - ii. An Event Reservation must be made no less than 5 business days and no more than 365 days in advance of the proposed Event date.

- iii. To insure that Confluence Park remains a resource for the whole community, Event Organizers may reserve a facility for a maximum of 7 consecutive days, subject to limitations or extensions at the discretion of SARF.
 - iv. Selecting the “Accept” box on the Event Reservation form, Event Organizers acknowledges reading and understanding these terms and conditions.
 - v. Reservations can only be made through the San Antonio River Foundation and are not valid without written confirmation of approval. Approval will be in the form of an e-mail from a SARF email address or a written statement delivered by a SARF staff member.
- c. **Step 2-** Within 5 business days (please note the SARF office hours are Monday-Thursday 8:30am-5:30pm), a SARF staff member will return to the Event Organizer a written confirmation of the Event Reservation or a request for additional information. Insurance may be required.
- d. **Step 3-** Once your Event is approved, it will be placed on the Calendar of Events on the Confluence Park website. Any questions about scheduling the day-of use can be directed to SARF staff by emailing confluencepark@sariverfoundation.org or calling 210-224-2694.
- i. The Event Organizer may request for the Event to be listed as “Private Event”
 - ii. The Event Organizer will receive a reservation confirmation page in the form of an email from a SARF email address.
 - iii. The Event Organizer must have this confirmation page on site during time of use.

4. Payment

- a. Upon Event approval, payment in full is due within 5 business days.
- b. All applicable payments will be made online using Visa, MasterCard, or American Express at www.sariverfoundation.org/confluencepark or by check payable to the “San Antonio River Foundation” with the Event name and date on the memo line. No cash payments will be accepted.
- c. SARF reserves the right to charge a security deposit on a case-by-case basis.

5. Cancellation Policy

- a. Inclement weather is not grounds for refunds.
- b. Event Organizers should contact SARF to cancel the Event at confluencepark@sariverfoundation.org or 210-224-2694 as soon as possible. Cancellation 60 days in advance of the Event will result in a full refund of fees. Cancellation 30-59 days in advance of the Event will result a 50% refund of fees. Cancellation less than 30 days of the Event will not qualify for a refund.
- c. SARF reserves the right to close a portion or the entire Confluence Park at any time due to construction, maintenance, weather conditions, public safety, or other related issues. Event Organizers will be contacted by the email and phone number provided if the park will be closed. SARF cancellation will result in a 100% refund of fees.

6. Use of Premises

- a. All events are encouraged to adhere to San Antonio's [Green Events Planning Guide](#).
- b. Even when all facilities are reserved, Confluence Park is not closed to the public during regular park hours. There are no gates to prohibit entry. When the park is reserved outside of regular park hours, the Event Organizer may prohibit access to the general public with a security staffing plan approved by SARF in its sole discretion.
- c. The Event Organizer using Confluence Park for an Event assumes full responsibility for the conduct of all persons attending the Event. The Event Organizer will be responsible for any damage done to the facilities by the Event Organizer's participants, invitees, or other attendees, including employees and independent contractors. All Event attendees will be required to conduct themselves in an orderly manner in full compliance with all applicable laws, codes, rules, and regulations.
- d. Confluence Park facilities and property, including hardscape and landscape, cannot be damaged or altered. The Event Organizer is responsible for removing all trash and recyclables associated with the Event from the premises immediately at the conclusion of the Event. There are no dumpsters at Confluence Park. A trash/recycle plan may be required by SARF before the event is permitted. Nothing, including water and ice, may be dumped on the hardscape or landscape of Confluence Park.
- d. The following is expressly PROHIBITED:
 - i. fasteners or markers such as nails, hooks, screws, thumb tacks, tape, spray paint, etc.;
 - ii. portable generators;
 - iii. overnight camping;
 - iv. moonwalks, jump castles and other inflatable structures;
 - v. fires, grilling, and the gathering of firewood;
 - vi. use of explosives;
 - vii. use of items such as rice, confetti, glitter, potpourri and similar items;
 - viii. metal detectors and digging of any sort.
- f. By reserving an Event, Event Organizer, on behalf of the organization and event participants, accepts the venue "AS IS" without any express or implied warranties.
- g. Event Organizer acknowledges that there are inherent risks in Event-related activities which SARF is not responsible for, and will include SARA/SARF as a released party in any release agreement they obtain from event participants, including the Release, Indemnity, Hold Harmless and Publicity Agreement form required by SARF.
- h. Commercial photography, defined as still imagery, videography, and recording methods, is permitted under the following fees and conditions:

- i. Commercial photography: \$1,000 per day
- ii. Portrait photography: \$20 per day
- iii. Fees do not apply for reserved Events
- iv. Payment in full is required prior to the start of the shoot.
- v. To apply for a commercial photography permit, send the following information to confluencepark@sariverfoundation.org:
 - I. Notice of scouting and shooting dates
 - II. Insurance certificate
 - III. Letter of intent
 - IV. Information about product or publication
- i. Pets, on leashes only, are permitted within Confluence Park. Owners are responsible for removing pet waste and disposing of it in designated receptacles.
- j. Event Organizer must supply all of the Event's materials and furniture including tables, chairs, and educational tools. All equipment must be removed immediately upon the conclusion of the Event.
- k. It is the responsibility of the Event Organizer to manage set-up and break-down timing within their reservation window. The park and facilities must be left in its original condition.

7. Insurance Requirements

- a. All waivers submitted to participants must list SARA/SARF as released parties. The Event Organizer will be notified if waivers or insurance documentation is required before reservation approval.
- b. If applicable, event insurance must be written by an insurance company approved by the State of Texas and issued in the standard form approved by the Texas Department of Insurance. All provisions of each policy must be acceptable to SARA/SARF and name SARA/SARF and its employees as an additional insured. An original Certificate of Insurance must be submitted along with an Endorsement Page for any event in Confluence Park when insurance is required. If proof of insurance is not received by SARF from the Event Organizer within 30 days of the event, the reservation may be cancelled.
- c. Any event involving alcohol requires event insurance. SARA/SARF must be listed as additional insured.

8. Event Security

- a. Event Organizer is responsible for hiring a certified law enforcement officer (“Guard”) and must provide proof of security prior to the event for Events with an approved use of alcohol.
- b. See the table below for the Confluence Park’s minimum Guest to Guard ratio, this applies to all events, regardless of alcohol use.

Guest Number	Number of Guards
75-150	1
151-225	2
226+	3

9. Food & Alcohol on Premises

- a. Sale of food and alcohol must be detailed in the Event Reservation form.
- b. SARF reserves the right to approve and disapprove of caterers. All approved caterers are encouraged to employ sustainable practices (compostable dinnerware, recycling, etc.)
- c. Alcohol is prohibited in the park unless approved by SARF. If approved, Event Organizer must follow all TABC permitting and serving rules.
- d. Approved use of alcohol must remain within Confluence Park’s boundaries, see Figure 1.

10. Motorized Vehicles

- a. Only SARA/SARF vehicles and city or county emergency vehicles are allowed within Confluence Park, excluding designated parking areas.
- b. Overnight parking is prohibited.
- c. Please note that on-site parking is limited. Event Organizer will be responsible for alternate parking in excess of on-site parking.

11. Amplified Sound

The use of amplified sound within Confluence Park is permitted. The Event Organizer must abide by the City of San Antonio Ordinance (Park II, Chapter 21, Article III) regarding noise abatement.

12. Sales of Products & Services

The sale of products and services is allowed within Confluence Park, but must be approved by SARF. The Event Organizer must detail the sales aspect of an event on the event reservation form.

13. Indemnity

THE EVENT ORGANIZER OR ORGANIZATION LISTED IN THE EVENT REQUEST COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS, SARA, SARF AND THEIR BOARDS OF DIRECTORS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY DAMAGE, MADE UPON SARA OR SARF DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE EVENT AND THE ORGANIZER'S ACTIVITIES UNDER THIS DOCUMENT, INCLUDING ANY ACTS OR OMISSIONS FROM THE EVENT ORGANIZER, THE ORGANIZATION AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS DOCUMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY TO ANY LIABILITY RESULTING FROM THE SOLE OR JOINT NEGLIGENCE OF SARA OR SARF, THEIR BOARD OF DIRECTORS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IT IS THE EXPRESSED INTENT OF THE EVENT ORGANIZER OR ORGANIZATION LISTED IN THE EVENT REQUEST, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, IS AN INDEMNITY EXTENDED BY EVENT ORGANIZER OR ORGANIZATION LISTED IN THE EVENT REQUEST TO PROTECT, DEFEND AND HOLD HARMLESS SARA AND SARF FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE EVENT ORGANIZER SHALL ADVISE SARA AND SARF IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST SARA OR SARF OR ORGANIZATION KNOWN TO THE EVENT ORGANIZER RELATED TO OR ARISING OUT OF THE EVENT ORGANIZER'S ACTIVITIES UNDER THIS DOCUMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE IF SUCH CLAIMS.

THE EVENT ORGANIZER OR ORGANIZATION LISTED IN THE EVENT REQUEST COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS, SARA, SARF AND THEIR BOARDS OF DIRECTORS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY DAMAGE, MADE UPON SARA OR SARF DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE EVENT AND THE ORGANIZER'S ACTIVITIES UNDER THIS DOCUMENT, INCLUDING ANY

ACTS OR OMISSIONS FROM THE EVENT ORGANIZER, THE ORGANIZATION AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS DOCUMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY TO ANY LIABILITY RESULTING FROM THE SOLE OR JOINT NEGLIGENCE OF SARA OR SARF, THEIR BOARD OF DIRECTORS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IT IS THE EXPRESSED INTENT OF THE EVENT ORGANIZER OR ORGANIZATION LISTED IN THE EVENT REQUEST, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, IS AN INDEMNITY EXTENDED BY EVENT ORGANIZER OR ORGANIZATION LISTED IN THE EVENT REQUEST TO PROTECT, DEFEND AND HOLD HARMLESS SARA AND SARF FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE EVENT ORGANIZER SHALL ADVISE SARA AND SARF IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST SARA OR SARF OR ORGANIZATION KNOWN TO THE EVENT ORGANIZER RELATED TO OR ARISING OUT OF THE EVENT ORGANIZER'S ACTIVITIES UNDER THIS DOCUMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE IF SUCH CLAIM OR DEMAND AT THE EVENT ORGANIZER'S COST. SARA AND SARF SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE EVENT ORGANIZER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. M OR DEMAND AT THE EVENT ORGANIZER'S COST. SARA AND SARF SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE EVENT ORGANIZER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

14. Other Provisions

- a. Public use rules and regulations must be followed.
- b. If at any time SARF determines that the Event Organizer was not compliant with all terms and provisions of this document, or did not disclose all pertinent event information, future events may be disallowed at the discretion of SARF.
- c. Use of Confluence Park constitutes SARF permission to capture and use photographs/images/audio recordings/video recordings/and likeness in all forms and manner including but not limited to publication on Internet Web Sites, broadcasts and any other publications as released to or by SARF.
- d. SARF is not responsible for delay, interruption, damage or termination of the event as a result of force majeure, which shall mean acts of God, fire or other calamity strikes, lockouts, material or labor restrictions by any governmental authority, civil, riot, floods,

and any other cause not reasonably within the control of SARF which by the exercise of due diligence SARF is unable, wholly or in part, to prevent or overcome. In such event, the event will be cancelled. The event organizer waives any claim against SARF for damages by reason of such termination and cancellation except that any unearned portion of the applicable payment due hereunder shall abate, or if previously paid, shall be refunded by SARF to the Event Organizer.

- e. Rules and fee structures are subject to change at the discretion of SARF.
- f. If the applicant provides false information such as purpose of the Event, names/addresses of event holder(s), number of attendees, etc., the event will be canceled prior or during the event at the discretion of SARF staff and will result in forfeiture of applicable fees and/or denial of current and future applications for use of facilities.
- g. No use is permitted of the names of the “San Antonio River Authority” and/or “San Antonio River Foundation” except as a location for the event unless approved, in writing, by SARA/SARF.

15. Operating Hours

- a. Sunrise to sunset daily
- b. Most facilities are available for reservation 365 days a year.
- c. The classroom is not available for reservation on New Year’s, Martin Luther King, Jr. Day, President’s Day, San Jacinto Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas.

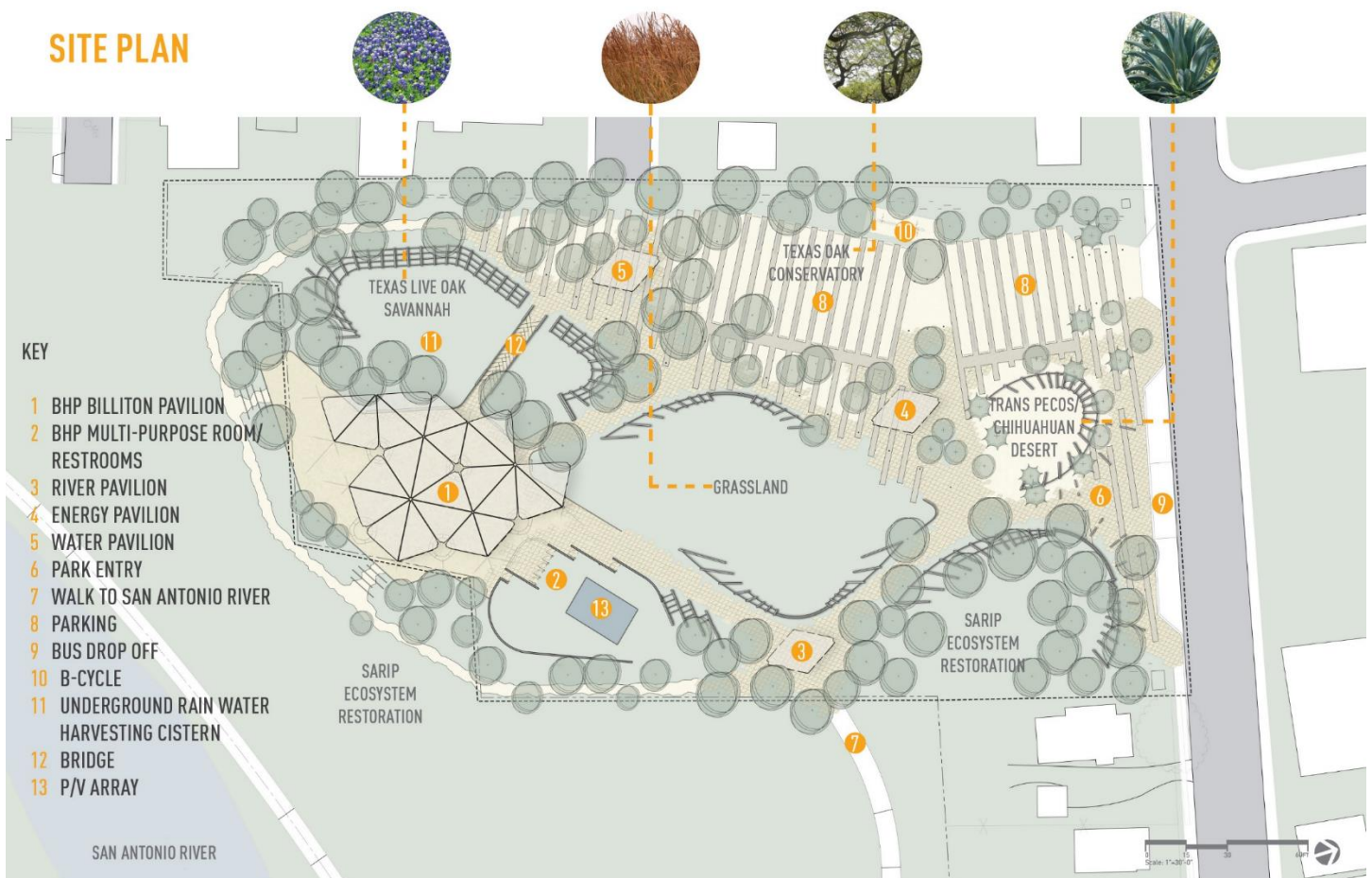
16. Sponsorship

- a. IRS designated nonprofit organizations wishing to use the park for free may apply for a Confluence Park Sponsorship from the San Antonio River Foundation.
- b. To be eligible:
 - i. An organization must be an IRS designated nonprofit. Proof of nonprofit status will be required.
 - ii. An event should align with at least one element in the San Antonio River Foundation’s mission to enhance the San Antonio River Basin as a vibrant cultural, educational, ecological, and recreational experience.
 - iii. Fundraising events do not qualify for fee exemption.
- c. To apply, email your IRS Letter of Determination to confluencepark@sariverfoundation.org and include the name of the organization, Event Organizer’s contact information, and a brief description of the event applying for fee exemption.
- d. Any organization whose event is being sponsored must acknowledge the San Antonio River Foundation through logoed promotion and provide an in-kind donation receipt.

17. Rental Rates

Feature	Daily	Rate	After Hours	Rate
Smaller Pavilions (each)	½ day (4 hours) Sunrise-12pm or 1pm-5pm	\$150	Not Available Individually	
Main Pavilion	½ day (4 hours) Sunrise-12pm or 1pm-5pm	\$500	Not Available Individually	
Multi-Purpose / Education Center (classroom equipment available upon request)	½ day (4 hours) Sunrise-12pm or 1pm-5pm	\$600	Not Available Individually	
All Facilities	Sunrise-5pm	\$3,000	6pm-10pm (4 hours)	\$3,000

Figure 1



Programmatic elements and educational features include opportunities to experience and learn more about five ecotypes that occur in the region: the Grassland ecotype; the Trans Pecos / Chihuahuan Desert ecotype; the Texas Oak Conservatory ecotype; the Texas Live Oak Savannah; and the San Antonio River Improvement Project (SARIP) ecotype — the species of plants to be used along the river as part of the San Antonio River Authority's ongoing restoration project.