

AGREEMENT BETWEEN THE CITY OF TOWNSEND, TENNESSEE AND THE SMOKY MOUNTAIN TOURISM DEVELOPMENT AUTHORITY REGARDING SPECIAL EVENTS

THIS AGREEMENT ("Agreement") is made and entered into on this 8 day of April, 2025, by and between the **City of Townsend, Tennessee** ("Townsend") and the **Smoky Mountain Tourism Development Authority** ("SMTDA"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the SMTDA owns and operates the Smoky Mountain Event Center located at 7930 E. Lamar Alexander Parkway, Townsend, Tennessee, including the event grounds and all improvements thereon, and the Smoky Mountain Visitor Center, located at 7906 E. Lamar Alexander Parkway, Townsend, Tennessee (hereinafter the "Property" which shall also include any future improvements and expansions), and it seeks to promote tourism and economic development in the region by hosting special events on its property within the City of Townsend;

WHEREAS, the City recognizes the economic benefits of such events but seeks to ensure proper management and coordination to protect public health, safety, infrastructure, and the quality of life of its residents; and

WHEREAS, the Parties desire to enter into this Agreement to establish terms and conditions under which the SMTDA may plan, coordinate, and host special events on the Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth herein, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. OBLIGATIONS

1.1. Townsend Obligations: Within sixty (60) days of this Agreement, Townsend agrees to pass a municipal ordinance which modifies Townsend's existing Special Events Ordinance (Townsend Municipal Code § 9-501 – 9-509) to establish an Annual Special Events Permit with the following general requirements:

- a. Large Events shall be defined as any special event with total attendance reaching 12,000 attendees in any twenty-four (24) hour period calculated from midnight to the following midnight;
- b. Up to two (2) Large Events shall be allowed to be hosted within any four (4) week period;
- c. Up to fifteen (15) Large Events shall be allowed per year; and
- d. \$5,000 Annual Special Event Permit Fee.

1.2. **SMTDA Obligations:** As consideration for the Townsend Obligations set forth in Section 1.1, SMTDA agrees as follows:

- a. SMTDA will immediately request withdrawal HB0980 / SB0965 ("Legislation") from consideration before the Tennessee General Assembly or any Committee of the General Assembly;
- b. SMTDA will not request reintroduction of the Legislation or similar legislation absent a breach of this Agreement;
- c. SMTDA, or its designated representatives, will meet with the Townsend Board of Commissioners, or its designated representatives, no less than quarterly regarding SMTDA's Property and upcoming special events;
- d. SMTDA will not plan, coordinate, or host any special event on its Townsend property which lasts longer than seven (7) days unless approved in advance;
- e. SMTDA will notify Townsend in writing to include dates, nature of the event, and anticipated event capacity of all upcoming events at least thirty (30) days prior to the event.
- f. SMTDA will not plan, coordinate, or host special events on its Property during the week of July 4th, the first Sunday of December, and one weekend in April or May to be agreed to annually between the parties. Townsend shall be permitted to continue to stage its Christmas parade on the Property.
- g. To the extent possible based upon the nature and scope of the special event, SMTDA will provide the Townsend Volunteer Fire Department first right of refusal to coordinate parking and share parking revenue at special events on SMTDA's property.

1.3. **Mutual Obligations:**

- a. The parties mutually agree to work collaboratively to issue a public statement regarding this Agreement and withdrawal of the Legislation.
- b. The parties mutually agree to work collaboratively on limited exceptions to existing Municipal Codes & Ordinances as necessary for SMTDA to facilitate events on its Property.

1.4 **Term:** This Agreement shall remain in effect for a period of ten (10) years from the Effective Date, unless terminated or modified in accordance with the provisions herein.

2. **SPECIAL EVENT REQUIREMENTS**

SMTDA shall comply with all existing municipal, county, state, and federal laws and regulations including any requirements for permits, licenses, and / or approvals required for each special event, including, but not limited to: (a) alcohol service permits (if applicable) and (b) vendor and food service permits. Townsend shall not unreasonably withhold or delay the issuance of any such permits, licenses, and / or approvals.

SMTDA or event organizers will be required to provide sufficient medical and first-aid services, restroom and sanitation facilities, and on-site security personnel in coordination with local law enforcement to ensure the health, safety, and welfare of attendees, vendors, and residents of the City of Townsend.

Except as otherwise provided for in this Agreement or as a result of this Agreement, SMTDA shall comply with all applicable obligations of Townsend Municipal Code § 9-501 – 9-509.

3. SUSPENSION OR REVOCATION OF ANNUAL SPECIAL EVENT PERMIT

Townsend may suspend or revoke the Annual Special Events Permit if SMTDA fails to comply with special event regulations, as applicable, permit requirements, public safety measures, or any other applicable municipal, county, state, or federal law, rule or regulation. Prior to suspension or revocation, Townsend shall provide written notice to SMTDA and coordinate a meeting with SMTDA within fifteen (15) days to discuss any violations and / or non-compliance and provide SMTDA with a reasonable opportunity to cure any stated violations.

4. MISCELLANEOUS

4.1 Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and venue for any action under this Agreement shall be in the Courts of Blount County, Tennessee.

4.2 Notices: Any notices or communications required under this Agreement shall be sent to the following addresses:

City of Townsend: 123 Tiger Drive; Townsend, Tennessee 37882

SMTDA: 201 S. Washington Street; Maryville, Tennessee 37804

4.3 Entire Agreement: This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

4.4 Modification: This Agreement may not be modified, amended, or revoked, except in a writing signed by all parties. This provision may not be orally waived.

4.5 Authority: Each party agrees that (i) its respective governing body approved this Agreement and authorized its undersigned representative to execute this Agreement and (ii) this Agreement is legally binding upon and enforceable by each party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above written date.

SIGNATURE PAGE TO FOLLOW

CITY OF TOWNSEND, TENNESSEE

By: _____

Name: Donald A. Prater_____

Title: Mayor_____

Date: March 30, 2025_____

SMOKY MOUNTAIN TOURISM DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

CITY OF TOWNSEND, TENNESSEE

By: _____

Name: _____

Title: _____

Date: _____

SMOKY MOUNTAIN TOURISM DEVELOPMENT AUTHORITY

By: Tini Seay

Name: Tini Seay

Title: Board Chair

Date: April 9, 2025