



# City of Franklin Special Event Permit Application

Application is Due 90 Days Prior to Scheduled Event.  
Please read application carefully and fully complete each section.  
A non-refundable application fee of \$100 is due at time of filing.

**Note: Filing this application does not guarantee that you request will be granted.**

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** Pilgrimage Music & Cultural Festival

2. **Location Requested:** (if Temporary Street Closure, list major roads to be closed):  
239 Franklin Road *The Park at Harlinsdale Farm*

3. **Date or dates of event:** 09/22/2017, 09/23/2017, 09/24/2017

4. **Start/End Times of Event:** 10am - 8:00pm; each day - Friday, Saturday & Sunday

What date/time will set-up begin? 09/22/2017 6:00 AM

What date/time will tear-down be complete? ~~10/07/2017~~ 12:00 AM *9/29/17*

\*Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).

5. **Time of Street Closure** (if applicable): 6am - 9:30pm; each day - Friday, Saturday & Sunday

6. **An estimated number expected to attend during the course of the event:**

Spectators/Attendees: 25,000 /day    Event Staff/Volunteers: 500    Total: ~~25,500~~

7. **Name of applicant and Organization Requesting Permit:**

Elizabeth Farrell - Pilgrimage Presents, LLC

a) **Address:** 230 Franklin Road Suite 12H  
Franklin, TN 37064

b) **Phone:** 6157218111

c) **Cell:** *214.952.9663*

d) **Fax:**

e) **E-mail address:** *elizabeth@pilgrimagefestival.com*

*Brandt*

8. **DETAILED description of event** (use additional sheets):

3-day music & cultural festival featuring local, regional, and national artists; also including food, beverage, crafts, and merchandise.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the Citys GIS division**

Please detail any restricted parking areas on the event map.

**Event Map:** PCMF 16 Site Plan.jpg *(attached)*

10. **Person in charge on day of event:** W. Brandt Wood  
**Cell:** 214-952-9663 **E-mail address:** brandt@pilgrimagefestival.com
11. **Name and Cell Number of at least two others available on day of event:**  
**Name:** Kevin Griffin **Cell:** 323-599-6643 **E-mail address:** kevin@pilgrimagefestival.com  
**Name:** Sharif Zawaideh **Cell:** 206-799-5136 **E-mail address:** sharif@pilgrimagefestival.com

12.

**Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

**Administrative Contact List:**

13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes  
 IRS tax exemption letter: PF\_BTE Business License.pdf
16. **Will you charge an admission fee?** Yes  
*Average admission fee: Average admission fee: \$85/one-day pass; \$150<sup>215 3-day pass</sup> two-day pass; \$500<sup>3-day</sup> VIP two-day pass*
17. **Will you charge a vendor participation fee?** Yes  
*Average vendor participation fee? 400<sup>800</sup>*
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes  
*What organization will be the benefactor of event? Pilgrimage Foundation, to benefit the Franklin community, i.e. Harlinsdale Farm renovations, artist support, local schools  
 What percentage of funds will they receive? 10*
21. **Will parking in the area of the event need to be restricted or prohibited?** Yes
22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

\*\*\*For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. \*\*\*Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

**If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.**

**Insurance Certificate:**

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** TBD  
 But, including, Williamson County Medical, various merchants, food/beverage vendors, etc.
25. **Will food, beverages, or merchandise be sold or given away?** Yes  
 Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.  
**Clean Up Plan and Provider:** Pilgrimage ZeroHero .pdf

26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **\*NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** Yes  
*If yes, please list exact locations: TBD*
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes  
*If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.*
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes  
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*  
**Good Neighbor Letter:** GNL Draft CoF.DOCX  
**Good Nieghbor Letter Mailing List:**





# Rules and Regulations

**Please Read All Attachments Before Signing Application.**

1. We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
2. We do swear or affirm that all of the information given in this application is true and complete.
3. We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
4. We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
5. We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
6. We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
7. We understand that we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
8. We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
9. The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
10. We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

By: WMAI - partner/producer Date: 10/25/16 Return application to:  
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Dr. Ken Moore, Mayor

\_\_\_\_\_  
Eric S. Stuckey, City Administrator

City Administrator's Office  
City Hall  
109 Third Ave South  
Franklin, TN 37065  
615-791-3217  
615-790-0469 (FAX)



Signature: mail

## Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

- Any site-built platforms (stages) and/or bleachers
- Any electrical work utilizing site-constructed equipment or wiring
- Any electrical equipment or work utilizing in excess of 120 volts

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.



Signature: W. Brandt Wood

## Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

W. Brandt Wood

**Applicant/Organization:** ~~Elizabeth Farrell~~ - Pilgrimage Presents, LLC

**Event Name:** Pilgrimage Music & Cultural Festival

**Event Date(s):** 09/22/2017, 09/23/2017, 09/24/2017

- 1. Time amplification equipment will be used:** From: 9:30 AM To: 9:00 PM
- 2. Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:

Within reasonable proximity to each of the 4 stages (Midnight Sun, Gold Record Road, Harpeth River, Little Pilgrims) noted on the site plan.

**Sound Amplification Map:** PCMF 16 Site Plan.jpg

- 3. For what purpose will sound amplification be used? Please list all that apply.**

- Announcements/Speeches
- Band/Singers
- DJ

- 4. Type of Amplifier:**

- Fixed
- PA System

5.

**Number of Amplifiers:** 50

**Number of Speakers:** 50

**Number of Performers:** 50 Bands

- 6. Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

**Name:** Damon Atkinson

**Cell:** 901-289-7224

**E-Mail:** damon@pilgrimagefestival.com

**Name:** W. Brandt Wood

**Cell:** 214-952-9663

**E-Mail:** brandt@pilgrimagefestival.com

**Authorized Signature:** Elizabeth Farrell

**Date:** 10/25/2016

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.





August 31, 2017

Dear Neighbor,

As you may have heard, the first annual Pilgrimage Music & Cultural Festival is set to take place at The Park at Harlinsdale on September 22<sup>nd</sup>, 23<sup>rd</sup> and 24<sup>th</sup>. We hope you will consider attending this two-day family friendly festival and participate in developing a new tradition.

We have been working with the City of Franklin and numerous community groups to plan a safe, fun and accessible festival and invite you to the website [www.pilgrimagefestival.com](http://www.pilgrimagefestival.com) to learn festival details, i.e. parking, access, lineup, vendors, ticket information and more.

The festival will run from 10 a.m. unto 8:30 p.m. **on both days** and is anticipated to draw up to 25,000 residents and visitors per day. **We have worked extensively with the Franklin Police Department and Traffic Engineers to create the best traffic flow possible, while leaving residential and business access open.** Please see the attached map of the traffic and pedestrian plan to be used for this event

**During both days, only southbound traffic flow will be permitted from Harpeth Industrial Court to First Avenue, while the northbound lane will be reserved for pedestrians, bicycles, and festival shuttle service. Two-way traffic flow will remain from Harpeth Industrial Court to Mack Hatcher but will be shifted slightly to accommodate pedestrian traffic along part of the route. The roadway will open to regular travel patterns Sunday night at the end of the festival. Several activities will also be taking place at the Factory in the evening.**

Franklin Police Officers will direct traffic along Franklin Road and will assist those residents who need to exit or enter their driveways or streets.

Our priority is to provide a fun, family-friendly community event while also doing what is best for the City. **A portion of the** proceeds from the sale of every ticket will go to Friends of Franklin Parks to help support this community. If you have additional questions, you may contact our office at [E-MAIL@pilgrimagefestival.com](mailto:E-MAIL@pilgrimagefestival.com) or 615-721-8111

We look forward to sharing this exciting event with you.

Sincerely,

Kevin Griffin  
Michael Whelan  
W. Brandt Wood

Pilgrimage Producers

**ELAINE ANDERSON, WILLIAMSON COUNTY CLERK**

LICENSE  
**0127264**

**MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL**

Total Due: 15.00  
Cash: Check: 15.00 Check No.: 1403 Change:  
JACKIE WK21 Drawer: 40 Site: 1  
Work Date: 12/16/2014

DETACH THIS PORTION FOR CONFIDENTIAL FILE

**ELAINE ANDERSON  
WILLIAMSON COUNTY CLERK**  
P O BOX 624  
FRANKLIN, TN 370650624

LICENSE  
**0127264**

**MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL**

Mailing

Location

41508 PILGRIMAGE FOUNDATION LLC  
  
444 BOYD MILL AVE  
FRANKLIN, TN 37064

PILGRIMAGE FOUNDATION LLC  
  
444 BOYD MILL AVE  
FRANKLIN, TN 37064

BETTER THAN EZRA FOUNDATION

LOCAL ACCOUNT NUMBER 41508  
STATE ACCOUNT NUMBER \_\_\_\_\_  
TRANSACTION NUMBER \_\_\_\_\_  
CLASS 03  
SALES TAX NUMBER 0

ISSUE DATE 12/16/14  
TAX PERIOD STARTED - 09/18/2014  
PAYMENT DUE BY 4/15/2015  
EXPIRATION DATE 5/15/2015

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

  
DEPUTY CLERK SIGNATURE JACKIE WK21 Drawer:40 Site:1

-- POST AT LOCATION OF BUSINESS --  
IF BUSINESS CLOSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE



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

DEPARTMENT OF THE TREASURY

Date: **MAR 21 2007**

BETTER THAN EZRA FOUNDATION  
326 LAFAYETTE ST  
HOUMA, LA 70360

Employer Identification Number:  
20-8014826  
DLN:  
17053065059007  
Contact Person:  
RENEE RAILEY NORTON ID# 31172  
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:  
December 19, 2006  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2010

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)

BETTER THAN EZRA FOUNDATION

Sincerely,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".

Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)  
Statute Extension

BETTER THAN EZRA FOUNDATION

INFORMATION FOR ORGANIZATIONS EXEMPT UNDER SECTION 501(c)(3)

WHERE TO GET FORMS AND HELP

You can obtain forms and instructions by calling toll free 1-800-829-3676, through the Internet Web Site at [www.irs.gov](http://www.irs.gov), and at local tax assistance centers.

You can obtain additional information about most topics discussed below through our customer service function by calling toll free 1-877-829-5500, or on our Web Site at [www.irs.gov/eo](http://www.irs.gov/eo). In addition, you should sign up for Exempt Organization's EO Update, a regular e-mail newsletter that highlights new information posted on the charities pages of [irs.gov](http://irs.gov). To subscribe, go to [www.irs.gov/eo](http://www.irs.gov/eo) and click on "EO Newsletter."

NOTIFY US ON THESE MATTERS

If you change your name, address, purposes, operations or sources of financial support, please inform our TE/GE EO Determinations Office at the following address: Internal Revenue Service, P.O. Box 2508, Cincinnati, Ohio 45201. If you amend your organizational document or by-laws, or dissolve, provide the EO Determinations Office with a copy of the amended documents. Please use your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

FILING REQUIREMENTS

In your exemption letter, we indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If your exemption letter states that you are not required to file Form 990, you are exempt from these requirements. Otherwise, if your gross receipts are normally more than \$25,000, you must file Form 990 or Form 990-EZ with the Ogden Submission Processing Center, Ogden, UT 84201-0027.

You are eligible to file Form 990-EZ if your gross receipts are normally between \$25,000 and \$100,000, and your total assets are less than \$250,000. You must file the complete Form 990 if your gross receipts are over \$100,000, or your total assets are over \$250,000. The Form 990 instructions show how to compute your "normal" receipts.

Form 990 Schedule A is required for both Form 990 and Form 990-EZ.

Organizations With Gross Receipts of \$25,000 or Less

For tax periods beginning after December 31, 2006, you must file an annual electronic notice if your gross receipts are normally \$25,000 or less. Alternatively, you may file a complete Form 990 Package if we send one to you.

Exception: Section 509(a)(3) supporting organizations must file Form 990 or



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Form 990-EZ even if gross receipts are normally \$25,000 or less. However, supporting organizations of religious groups with gross receipts that are normally \$5,000 or less may file an annual electronic notice instead of Form 990 or Form 990-EZ.

### Due Date of Return or Annual Electronic Notice

Your return or annual electronic notice is due by the 15th day of the fifth month after the end of your annual accounting period. There are penalties for failing to file a complete return timely. For additional information on penalties, see the Form 990 instructions or call our toll free number.

### Revocation of Tax-Exempt Status

For tax periods beginning after December 31, 2006, your tax-exempt status will be revoked as of the filing due date of the third year if you fail to file for three consecutive years Form 990, Form 990-EZ, or the annual electronic notice.

If your tax-exempt status is revoked because you failed to file for three consecutive years, you must reapply for exemption and pay the appropriate user fee.

### UNRELATED BUSINESS INCOME TAX RETURN

If you receive more than \$1,000 annually in gross receipts from a regular trade or business, you may be subject to Unrelated Business Income Tax and required to file Form 990-T, Exempt Organization Business Income Tax Return. There are several exceptions to this tax:

1. Income you receive from the performance of your exempt activity,
2. Income from fundraisers conducted by volunteer workers, or where donated merchandise is sold, and
3. Income from routine investments such as certificates of deposit, savings accounts, or stock dividends.

There are special rules for income derived from real estate or other investments purchased with borrowed funds. This income is called "debt financed" income. For additional information regarding unrelated business income tax, see Publication 598, Tax on Unrelated Business Income of Exempt Organizations, or call our toll free number shown above.

### PUBLIC INSPECTION OF APPLICATION AND INFORMATION RETURN

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return, or the date the return is filed. This rule also applies to any Form 990-T filed after August 17, 2006. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. You must also provide copies

BETTER THAN EZRA FOUNDATION

of these documents to any individual, upon written or in person request, without charge other than reasonable fees for copying and postage.

You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or call our toll free number shown above.

FUNDRAISING

Contributions to you are deductible only to the extent that they are gifts and no consideration is received in return. Depending on the circumstances, ticket purchases and similar payments in conjunction with fundraising events may not qualify as fully deductible contributions.

CONTRIBUTIONS OF \$250 OR MORE

Donors must have written substantiation from the charity for any charitable contribution of \$250 or more. Although it is the donor's responsibility to obtain written substantiation from the charity, you can assist donors by providing a written statement listing any cash contribution or describing any donated property.

This written statement must be provided at the time of the contribution. There is no prescribed format for the written statement. Letters, postcards and electronic (e-mail) or computer-generated forms are acceptable.

The donor is responsible for the valuation of donated property. However, your written statement must provide a sufficient description to support the donor's contribution.

For contributions of cash, a check or other monetary gift made on or after January 1, 2007, a donor cannot claim a tax deduction unless the donor maintains a record of the contribution in the form of either a bank record (such as a cancelled check) or a written communication from the charity (such as a receipt or letter) showing the name of the charity, the date of the contribution, and the amount of the contribution.

For additional information regarding donor substantiation, see Publication 1771, Charitable Contributions - Substantiation and Disclosure Requirements. For information about the valuation of donated property, see Publication 561, Determining the Value of Donated Property.

CONTRIBUTIONS OF MORE THAN \$75 AND  
CHARITY PROVIDES GOODS OR SERVICES

You must provide a written disclosure statement to donors who receive goods or services from you in exchange for contributions in excess of \$75.

Contribution deductions are allowable to donors only to the extent their contributions exceed the value of the goods or services received in exchange.

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Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If you conduct fundraising events such as benefit dinners, shows, membership drives, etc., where something of value is received, you are required to provide a written statement informing donors of the fair market value of the specific items or services you provided in exchange for contributions of more than \$75.

You should provide the written disclosure statement in advance of any event, determine the fair market value of any benefit received, determine the amount of the contribution that is deductible, and state this information in your fundraising materials such as solicitations, tickets, and receipts. The amount of the contribution that is deductible is limited to the excess of any money (and the value of any property other than money) contributed by the donor less the value of goods or services provided by the charity. Your disclosure statement should be made, no later than, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fundraising circumstances where each complete payment, including the contribution portion, exceeds \$75. For additional information, see Publication 1771 and Publication 526, Charitable Contributions.

## EXCESS BENEFIT TRANSACTIONS

Excess benefit transactions are governed by section 4958 of the Code. Excess benefit transactions involve situations where a section 501(c)(3) organization provides an unreasonable benefit to a person who is in a position to exercise substantial influence over the organization's affairs. If you believe there may be an excess benefit transaction in which you are involved, you should report the transaction on Form 990 or 990-EZ. For information on how to correct and report this transaction, see the instructions for Form 990 and Form 990-EZ, or call our toll free number shown above.

## EMPLOYMENT TAXES

If you have employees, you are subject to income tax withholding and the social security taxes imposed under the Federal Insurance Contribution Act (FICA). You are required to withhold Federal income tax from your employee's wages and you are required to pay FICA on each employee who is paid more than \$100 in wages during a calendar year. To know how much income tax to withhold, you should have a Form W-4, Employee's Withholding Allowance Certificate, on file for each employee. Organizations described in section 501(c)(3) of the Code are not required to pay Federal Unemployment Tax Act (FUTA) tax.

Employment taxes are reported on Form 941, Employer's Quarterly Federal Tax Return. The requirements for withholding, depositing, reporting and paying employment taxes are explained in Circular E, Employer's Tax Guide, (Publication 15), and Employer's Supplemental Tax Guide, (Publication 15-A). These publications explain your tax responsibilities as an employer.

## CHURCHES



## BETTER THAN EZRA FOUNDATION

Churches may employ both ministers and church workers. Employees of churches or church-controlled organizations are subject to income tax withholding, but may be exempt from FICA taxes. Churches are not required to pay FUTA tax. In addition, although ministers are generally common law employees, they are not treated as employees for employment tax purposes. These special employment tax rules for members of the clergy and religious workers are explained in Publication 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Churches should also consult Publications 15 and 15-A. Publication 1828, Tax Guide for Churches and Religious Organizations, also discusses the various benefits and responsibilities of these organizations under Federal tax law.

## PUBLIC CHARITY STATUS

Every organization that qualifies for tax-exemption as an organization described in section 501(c)(3) is a private foundation unless it falls into one of the categories specifically excluded from the definition of that term [referred to in section 509(a)(1), (2), (3), or (4)]. In effect, the definition divides these organizations into two classes, namely private foundations and public charities.

The Code section under which you are classified as a public charity is shown in the heading of your exemption letter. This determination is based on the information you provided and the request you made on your Form 1023 application. Please refer to Publication 557 for additional information about public charity status.

## GRANTS TO INDIVIDUALS

The following information is provided for organizations that make grants to individuals. If you begin an individual grant program that was not described in your exemption application, please inform us about the program.

Funds you distribute to an individual as a grant must be made on a true charitable basis in furtherance of the purposes for which you are organized. Therefore, you should keep adequate records and case histories that demonstrate that grants to individuals serve your charitable purposes. For example, you should be in a position to substantiate the basis for grants awarded to individuals to relieve poverty or under a scholarship or education loan program. Case histories regarding grants to individuals should show names, addresses, purposes of grants, manner of selection, and relationship (if any) to members, officers, trustees, or donors of funds to you.

For more information on the exclusion of scholarships from income by an individual recipient, see Publication 970, Tax Benefits for Education.

Part X Public Charity Status (Continued)

- e 509(a)(4) - an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv) - an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi) - an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2) - an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

- 6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.
- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization:

*Michael D. Bergeron*  
(Signature of Officer, Director, Trustee, or other authorized official)

MICHAEL D. BERGERON  
(Type or print name of signer)

MARCH 2, 2007  
(Date)

TREASURER  
(Type or print title or authority of signer)

For IRS Use Only

*Chris J. Chen*

MAR 21 2007

IRS Director, Exempt Organizations

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6(b)(i) and (ii).
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. \_\_\_\_\_
  - (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
  - (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box.
  - (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual.  Yes  No

# WASTE/ RECYCLING SERVICES AGREEMENT

THIS WASTE/ RECYCLING SERVICES AGREEMENT ("Agreement") is made effective as of this 12 day of September, 2016 by and between Pilgrimage Presents, LLC ("Client") and ZeroHero, Inc. ("ZeroHero").

## RECITALS

A. Pilgrimage Presents, LLC is the producer of Pilgrimage Music Festival, next scheduled to take place September 24-25 2016 in Franklin TN (the "Event").

B. Pilgrimage Presents, LLC desires to engage ZeroHero for services in connection with the 2016 Event and ZeroHero desires to provide such services, on the terms and conditions set forth in this Agreement.

## AGREEMENT

In consideration of the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

1. **SCOPE OF SERVICES.** ZeroHero will serve as Client's waste management/recycling vendor for the 2016 event.
2. **COMPENSATION.** The final cost of the 2016 program is \$\_\_\_\_\_. A 50% payment is due upon signature of this services agreement, the balance is due within two weeks of the Event.
4. **PERSONNEL.** The event will supply and be responsible for any necessary volunteers. ZeroHero has not requested volunteers.
5. **INDEMNIFICATION.** Client agrees to indemnify, defend and forever save and hold harmless ZeroHero, its affiliates or related entities, and their respective principals, officers, employees and representatives ("Indemnities"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liabilities and causes of action, threatened or actual, which any one of the Indemnities may suffer or incur arising from Client's conduction of the Event(s), except to the extent such claims arise from the negligence or willful misconduct of ZeroHero.
6. **INDEPENDENT CONTRACTOR STATUS.** ZeroHero is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to ZeroHero, its business affairs and its performance of its duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement (including payroll taxes), unemployment insurance and other insurance applicable and necessary with respect to its employees and all of its duties and obligations as an employer. The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make Client liable for the debts or obligations of ZeroHero.
7. **INSURANCE.** ZeroHero shall, at its sole expense, procure and at all times maintain during the duration of the Event all of the following insurance: (a) Commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate; and, (b) to the extent applicable, workers' compensation insurance for ZeroHero employees, not to include subcontractors hired by either party, with statutory benefits as required by state or federal law. Client shall also maintain appropriate insurance to cover the Event and the equipment utilized at the Event.



8. **NOTICES.** Any and all notices or other communication required under this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

Pilgrimage Presents, LLC, 230 Franklin Rd, Bldg 11 Suite HH  
Franklin, TN 37064

ZeroHero, 1218 Hoffman Mill Rd, Fort Collins, CO 80524

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered or, if mailed, on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

9. **FORCE MAJEURE EVENT.** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). If the Event is canceled by reason of a Force Majeure Event, either party may terminate this Agreement and each party shall have no further obligations hereunder. ZeroHero shall retain any monies paid under this Agreement prior to the Force Majeure Event and shall receive the entire fee for the respective year if the Force Majeure Event occurs during the Event itself.

10. **MATERIALS.** Except for those items, if any, expressly required by this Agreement to be furnished by ZeroHero, Client shall furnish or provide all of the materials (including necessary supplies, communication equipment, transportation equipment and any other equipment) and all other items necessary to professionally conduct the Event. If any equipment is lost or damaged through no fault of ZeroHero, Client shall bear the risk of loss.

Without limiting the foregoing, Client shall be responsible for: vehicle rentals, fuel, recycling, trash and compost hauling and disposal fees and essential waste management supplies (trash bags, waste bins, etc).

11. **ENTIRE AGREEMENT / OTHER.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered or amended-except by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. ZeroHero shall be entitled to assign this Agreement to ZeroHero, Inc. or another associated entity.

IN WITNESS WHEREOF, the parties have executed this Agreement and have made it effective as of the day and year first above written.

**ZeroHero, Inc:**

**Pilgrimage Presents, LLC**

By:

By:



\_\_\_\_\_  
Name: Bryan Birch  
Title: Founder, Director

\_\_\_\_\_  
Name:  
Title:

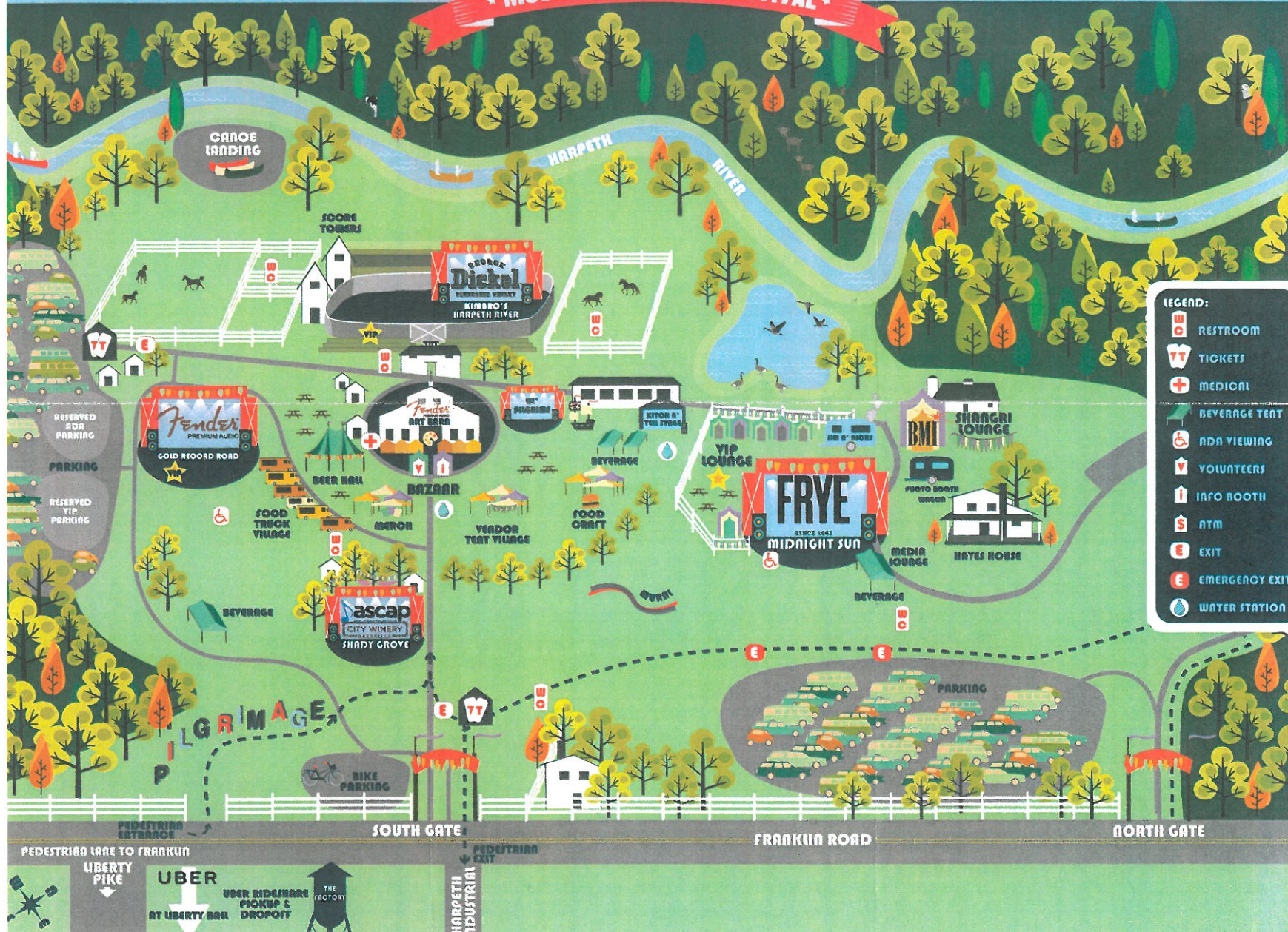


SEPT 24 & 25 FRANKLIN, TN

# PILGRIMAGE

#MAKETHEPILGRIMAGE

MUSIC & CULTURAL FESTIVAL



- LEGEND:
- RESTROOM
  - TICKETS
  - MEDICAL
  - BEVERAGE TENT
  - ADA VIEWING
  - VOLUNTEERS
  - INFO BOOTH
  - ATM
  - EXIT
  - EMERGENCY EXIT
  - WATER STATION

PEDESTRIAN ENTRANCE  
 PEDESTRIAN LANE TO FRANKLIN  
 LIBERTY PIKE  
 UBER  
 UBER RIDE SHARE PICKUP & DROPOFF AT LIBERTY HALL  
 THE FACTORY  
 HARPETH INDUSTRIAL  
 SOUTH GATE  
 PEDESTRIAN EXIT  
 FRANKLIN ROAD  
 NORTH GATE