

SPECIAL EVENT APPLICATION

City of Kirksville

Event Name _____

Description of Proposed Event _____

Proposed Location _____

Sponsor Name _____

Contact Person _____ Address _____

Phone _____ Fax _____ E-mail address _____

Proposed Event Date _____

Requested hours of operation: _____ am/pm to _____ am/pm Set up & Dismantle Dates _____ Time: _____

Answer "yes" or "no" to indicate if any of the following activities will be a part of your event:

- | | |
|---|---|
| <input type="checkbox"/> Route of event | <input type="checkbox"/> Entertainment or stage locations. |
| <input type="checkbox"/> Food Concession areas. | <input type="checkbox"/> Portable toilet facilities with location and number. |
| <input type="checkbox"/> Parking areas | <input type="checkbox"/> Organizer's command post. |
| <input type="checkbox"/> Cooking Areas | <input type="checkbox"/> Tents, displays, and enclosures. |
| <input type="checkbox"/> Temporary or permanent structures | <input type="checkbox"/> Trash containers (indicate number.) |
| <input type="checkbox"/> Will alcoholic beverages be served? | <input type="checkbox"/> Do you need to have access to water? |
| <input type="checkbox"/> First aid stations or medical care. (Have you contacted the Adair County Ambulance?) | |
| <input type="checkbox"/> Does the street need to be closed for the event? (Street closures require Council approval.) | |
| <input type="checkbox"/> If there is to be music describe type of music, sound, or noise as well as intended hours. | |
| <input type="checkbox"/> Have you contacted the Adair County Health Department for a permit? | |

Please provide at least 10 days prior to event:

Complete description of event, including estimated attendance. Include:

- *Vendor list with name of business, name of owner, address & phone number.
- *Security plan (Kirksville Police Department does not provide private security for activities).
- *Food service plan meeting requirements of Adair County Health Department.
- *For not-for-profit organizations, affirmation letter of 501(c)(3) status.
- *Emergency plan
- *Off street parking plan
- *Merchandise vendor, food vendor, stage & other activities location plan
- *Lighting and sound system
- *Toilet facilities including disposal of sewage, trash, and refuse.
- *Temporary banner or signs
- *For parades, include a map of the proposed route

Insurance for events to be held on public property must furnish an insurance certificate:

- *General Liability insurance for one million dollars (\$1,000,000) listing the City as an additional insured
- *Or, if you have no insurance coverage, an application is available through the City's TULIP program.
- *Please read and sign the hold harmless form on the back of this application.**

The City of Kirksville reserves the right to modify or cancel the proposed special event should special conditions or and emergency exist or if the guidelines of this policy are not followed. The City of Kirksville is not responsible for Lost or Stolen Property. The City of Kirksville does not discriminate on the basis of race, religion, color, national origin, gender, sexual orientation, age, disability, or on any other basis that would be in violation of any applicable federal, state, or local law in the provision of services. The Sponsor hereby agrees to hold the City of Kirksville harmless from any an all suits, claims, damages, and causes of actions of any kind arising from or relating to the proposed Special Event, including property damage and injury to persons, including death.

Applicant's Signature _____

Date _____

For City Use: Investigations/Inspections Made

_____ Fire _____ Police _____ Parks _____ Engineering/PW _____ Insurance _____ Fees Paid

City Council or City Manager _____ Approved _____ Not Approved _____ Date applicant notified of approval/non-approval

City Manager Signature _____ Date _____

CITY OF KIRKSVILLE
WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the Sponsor agrees to indemnify, defend and hold harmless the City of Kirksville, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys fees, court costs, or alternative dispute resolution costs arising out of, or related to, Sponsor's use of City streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

The Sponsor shall purchase and maintain the following insurance, at Sponsor's expense:

Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence bases.

Prior to using the City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by the agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.

No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

The undersigned does hereby waive, release and forever discharge the City of Kirksville, Missouri, its agents and employees, and shall hold harmless and indemnify said City of Kirksville, Missouri, its agents and employees, from any and all claims, counts, causes of action and demands of every kind and nature, including reasonable attorney's fees and cost of litigation, which may arise out of, result from or in any manner pertain to any and all loss, costs, damage or expense whatsoever from the special event that is being held on City property.

Coordinator (Representative) Signature

Date

Title and Organization