



SPECIAL EVENT **PERMIT APPLICATION PROCESS**

Special Event means any concert, parade, fair, show, festival, carnival, rally, party, filming of a movie, video or television show, motorcade, run, street dance, bike-a-thon, race, walk, athletic event or other attended outdoor entertainment or celebration that is to be held in whole or in part upon publicly owned property or public right-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public of public property or public rights-of-way within the vicinity of the event.

Any person or organization desiring to conduct or sponsor a special event in the City shall first obtain a special event permit from the City.



SPECIAL EVENT PERMIT APPLICATION

1. Today's Date: _____
 2. Applicant Name (Contact): _____
 3. Applicant Address: _____
 4. Applicant Daytime Phone: _____ Applicant Email: _____
 5. Event Coordinator: _____ Phone # _____
 6. Name of Event: _____
 7. Event Location: _____
 8. Description of planned activities including entertainment, music, amplified sound, food, and beverage service to be held on the closed street: _____

 9. Dates of Event: _____ Starting Time: _____ Ending Time: _____
 10. Setup Time: _____ Take Down Time: _____
 11. Request to Close City Street – Name and exact location of Street to be closed: _____

 12. Exact Dates and Hours that Street will be closed: _____
 13. Site Clean-Up – Removal of all equipment and clean-up of the area must be completed by the event participants
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PLEASE ATTACH THE FOLLOWING:

- _____ All Food vendors must contact the Minnesota Department of Health at (320) 223-7300 for a food license.
 - _____ Map of the proposed area to be used showing barricades, street route, and/or perimeter/security fencing. The map should indicate how the area will be physically enclosed and show the location of tables, chairs, food, beverage stations and any other important features.
 - _____ If a street is to be closed for an extended period of time, attach a list of signatures from all property owners that will be affected by the street closing.
 - _____ Parades that will be affecting streets must coordinate with the Police Department.
 - _____ Certificate of Liability Insurance with a minimum per occurrence limit of \$1,000,000 which shall include the City of Pequot Lakes as an additional insured.
 - _____ Public health plans including supplying water to the site, solid waste collection, and provision of toilet facilities.
 - _____ Signed Release and Indemnification Agreement.
 - No vehicles, tents, or booths are allowed on the north side of Trailside Park between the Paul Bunyan Trail and the paved walkway path.
 - No driving or parking on the grass
-

(FOR OFFICE USE)

DATE APPLICATION IS RECEIVED _____

APPLICATION REVIEWED BY POLICE _____

APPLICATION REVIEWED BY PUBLIC WORKS MANAGER _____

LIABILITY INSURANCE RECEIVED _____

CITY COUNCIL NOTIFIED OF EVENT _____

NOTIFY APPLICANT OF APPROVAL _____

ADD TO PARKS CALENDAR IN OUTLOOK _____

FILL OUT PARK RESERVATION NOTIFICATION FORM FOR MAINTENANCE (IF NEEDED)

COMMENTS:

**SPECIAL EVENT SPONSOR
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

City of Pequot Lakes
4638 Main Street
Pequot Lakes, MN 56472

THIS IS A WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special event activities on City of Pequot Lakes property:

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties and we freely and voluntarily assume any and all such risks. We further acknowledge that such risks may include, but are not be limited to, bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Special Events Holder Initials Here: _____

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT** for the City of Pequot Lakes, on a form approved by the City.

Participant Release and Indemnification required? YES _____ NO _____

Special Events Holder Initials Here: _____

- C. We agree to procure, keep in force, and pay for special event liability insurance coverage, with a minimum per occurrence liability limit of \$1,000,000, unless a higher level of coverage is otherwise required by the City, which shall include the City of Pequot Lakes as an additional insured, from an insurer acceptable to the City for the duration of the above described activities. We agree to deliver to the City Administrator certificates of all insurance required, signed by an authorized representative of the insurance company and stating that all provisions of the specified requirements are satisfied. We agree that the City may require a higher level of insurance than stated herein above with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04, or greater, in the City's sole judgment and discretion and based on the City's risk evaluation of the activities involved in the special event. We agree that the undersigned shall require that all vendors or operators participating in the special event, if any, are covered by general liability coverage. We agree that no vendor or operator shall be allowed to set-up operations until the undersigned has verified that the vendor or operator has the required general liability insurance coverage.

Special Events Holder Initials Here: _____

- D. By signing this **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**, WE FURTHER HEREBY assume and agree to pay for all loss or damage to property whatsoever and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with the special event, and fully and forever WAIVE, RELEASE, AND DISCHARGE THE City of Pequot Lakes, its officers, agents, elected officials, and employees, from any and all claims, demands, and actions, present or future, whether the same be known, anticipated or unanticipated, including but not limited to for injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities. This waiver and release does not waive liability for any injuries that are the result of willful, wanton, or intentional misconduct by the City or any person acting on behalf of the City.

Special Events Holder Initials Here: _____

- E. We further agree to defend, indemnify and hold harmless the City of Pequot Lakes, its officers, agents, elected officials, and employees from and against any and all liability, claims, and demands, court costs and attorney's fees, including those arising from any third party claim asserted against the City of Pequot Lakes, its officers, agents, elected officials, and employees on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities. The indemnification provisions herein shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful

misconduct of the City of Pequot Lakes. We agree this indemnity obligation shall survive the expiration, cancellation, completion or termination of this Agreement.

Special Events Holder Initials Here: _____

- F. By signing this **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that if any portion of this Agreement is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Special Events Holder Initials Here: _____

- G. We understand and agree that this **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT** shall be deemed to have been made and accepted in Crow Wing County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles. .

Special Events Holder Initials Here: _____

- H. This **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective and in full force and effect at any time after execution hereof and shall be binding upon us, and our successors, representatives, heirs, executors, assigns, and transferees. We agree that by executing this Agreement, we have carefully read this Agreement and understand fully the contents hereof; that in executing this Agreement we voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that we intend to be legally bound hereby.

Special Events Holder Initials Here: _____

IN WITNESS WHEREOF, THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to execute the same and bind the Special Events Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER:

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name: _____

Title: _____

Signature: _____

Date: _____



PARK RESERVATION FORM:

Contact Name: _____

Non-Profit Group: _____

Contact Information: Phone _____ e-mail _____

Event Name: _____

Trailside Park - Picnic Shelter: _____ Trailside Park - Band Shelter: _____

Sibley Park _____ Electricity Needed: YES or NO

Date and Time: _____

List planned activities _____

Will you be selling or serving Food? If so, in what capacity? _____

(If food is being sold, contact the Minnesota Department of Health at 320-223-7300)

1. Call City Hall at 218-568-5222 to reserve the Park.
2. Contact the DNR at 218-833-8715 for a special event permit to use the Paul Bunyan Trail (The DNR will also require a certificate of insurance).

Protect yourself from claims for injuries or property damage during your event

Are you planning to use or rent a city facility?

TULIP ensures you are protected from liability for injuries and damage that may occur at your event or activity.

Without TULIP, you may be personally responsible for paying claims for bodily injury or property damage during your event or activity. Your homeowner's insurance may cover some situations, but it may be limited and not all claims will be covered.

You can buy insurance through TULIP, a city-sponsored program, or you can purchase a policy through another private insurance carrier.

What does TULIP cover?

This city-sponsored program provides \$1 million in liability coverage for events* such as:

- Receptions
- Reunions
- Festivals
- Concerts
- Job Fairs
- Weddings
- Clubs & Meetings
- Arts & Crafts Fairs
- Many more!

A full listing of covered events is available at:

www.onebeaconentertainment.com.

Can I get liquor liability coverage from TULIP?

Yes. Liquor liability coverage is available.

How does TULIP work?

Your city has made TULIP coverage available for purchase through a collection of cities and insurers.

After entering event information into the secure web site, an instant quote is generated. Coverage can be purchased online with a credit card.

How much does TULIP cost?

The cost for the \$1 million liability coverage depends upon your unique event, including things such as:

- Length of event.
- Number of attendees.
- Whether there are exhibitors or vendors.
- Whether food and alcohol are served.

An instant quote for TULIP coverage is available on the secure web site.

How do I get more information about TULIP?

Visit or contact Susan Kludjian at www.onebeaconentertainment.com or (978) 661-6662; or Christine Mitchell at (978) 661-6857.

Get a Quote or Purchase TULIP coverage:

Step 1:

Visit www.onebeaconentertainment.com. Click on PURCHASE OR QUOTE on the right side of screen.

Step 2:

Enter...Facility/Venue ID Code

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Don't have a code? Enter your city's name in the search box, then select your state and city from the drop-down list (this information will be preceded by "National League of Cities").

Step 3:

Describe event or activity

Select from drop-down menu. Click next.

Step 4:

Get your quote

Answer some basic questions and enter your contact and billing information.

Step 5:

Purchase when ready

A credit card is required.

**Protect yourself
and your guests
with TULIP coverage**

* Exclusions apply if known attendance is greater than 5,000 people prior to the event.