



## **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.

Fill out this form completely, sign it and include all required attachments. If additional space is needed, attach additional sheets.

**1. Name, purpose and description of event:**

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Location address: \_\_\_\_\_

**\*\*Please attach route map if for a parade, race, bicycle time trials, or other such event\*\***

Date(s): \_\_\_\_\_

Event Starting Time: \_\_\_\_\_ Event Ending Time: \_\_\_\_\_

Set-up Start Date and Time: \_\_\_\_\_

Dismantle by Date and Time: \_\_\_\_\_

Anticipated Number of Participants and/or Spectators: \_\_\_\_\_

If there is a fee or donation required as a condition of attendance, please describe:

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**2. Application Information:**

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Affiliation/Organization: \_\_\_\_\_

Are you an authorized applicant for this organization? Yes \_\_\_\_\_ No \_\_\_\_\_

Will this person have authority to cancel or modify event plans? Yes \_\_\_\_\_ No \_\_\_\_\_

Will this person be present at the event and in charge of the event at all times? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, provide contact information for the person who will be the responsible party on the day of this event:

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Cell: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**3. Entertainment:**

Describe entertainment plans. If there will be music, sound amplification or any other noise impact, please describe including the intended hours.

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**4. Sanitation/Drinking Water:**

Describe the toilet and handwashing facilities present on the site (type, number and location) as well as temporary/portable facilities to be provided. Describe the source of drinking water.

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**5. Parking and Traffic Control:**

Describe the location and number of parking spaces available. Describe arrangements that have been made for traffic control.

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**6. Emergency/Medical Services:**

Describe measures that will be taken to ensure emergency vehicle access (police, fire, ambulance) to the event area.

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**7. Security/Crowd Management:**

Describe your proposed procedures and staffing for the event operations and crowd control.

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**8. Trash/Recycling Event Clean-Up:**

Describe the number, type and location of trash/recycling containers to be provided. What provisions have been made for clean-up of the site and surrounding area after the event?

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Name of trash/recycling hauler: \_\_\_\_\_

**9. Noise:**

Describe expected type, duration and timing of any noise sources. Describe measures to be taken to ensure compliance with city noise ordinance.

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**10. Fireworks or Pyrotechnics:**

Will any fireworks or pyrotechnics be used at the event? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, describe in detail. Fire Department approval will be required. **Additional Fee applies.**

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**11. Food and Beverages:**

Will alcoholic beverages be served? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, describe the type of beverages and the status of the temporary liquor license (must be approved by both the City and the State - Department of Public Safety).

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Will food and/or non-alcoholic beverages be served? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, describe what will be served and any plans for cooking food in the event area, including fuel source to be used.

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**12. Other Concessions:**

Describe what vendors or concessionaires you will allow at the event and how you intend to regulate and monitor their activities.

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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. Schedule an appointment with Mike Loven and Nancy Malecha to discuss park usage.
3. 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).

**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:

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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:

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**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:**

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**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.

\_\_\_\_\_ Attach a list of signatures from all property owners that will be affected by Special Event.

\_\_\_\_\_ 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**
  - **FAILURE TO FOLLOW THE APPROVED APPLICATION WILL RESULT IN BEING DENIED FUTURE SPECIAL EVENTS (additional closures, adding to site plan, etc.)**
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Submit to the City Hall, 4638 Main Street, Pequot Lakes, MN 56472 or [cityhall@pequotlakes-mn.gov](mailto:cityhall@pequotlakes-mn.gov) at least 60 days prior to the date of the event. You will be notified by email once the application is approved.

**(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)

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COMMENTS:

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## 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](http://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](http://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](http://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.