

Special Event Policy: Instructions and Insurance Requirements

A. Special events are classified as:

- a. **any** event requesting use of city streets, grounds, or facilities in a manner other than their specific use on a daily basis. Examples (not limited to):
 - i. any event where members of the general public are invited;
 - ii. any event that will involve the exchange of money for goods, food, or beverages.
 - iii. any event titled as a carnival, concert, festival, fair, march, celebration, convention, parade, run, fly-in, etc.

B. Special Event Requirements: Any event that meets any of the criteria in Section A will be declared a Special Event and will be subject to the following requirements. All requirements must be completed prior to final approval of reservation. These requirements apply to all for-profit and non-profit entities.

- a. Complete a Special Event Application sharing the details of your event, at a suggested 60 days prior to event, but no later than 30 days prior to the event.
- b. Complete a Hold Harmless Agreement (provided by the City of Fulton).
- c. Provide a valid Certificate of Insurance listing the City of Fulton as an additionally insured party and meeting the minimum liability insurance requirements of one million dollars (\$1,000,000.00) each occurrence/two million dollars (\$2,000,000) general aggregate written on an occurrence basis.
- d. Provide appropriate additional insured endorsements. This must be received at least five (5) working days before the reservation date and before absolute permission will be given. Even with Council's approval, if the City does not receive the required insurance, the event will not be allowed to operate.
- e. Provide a form (flyer, poster) of advertising to be reviewed.
- f. Applicant must be present at the event from the start of the event until the conclusion of the event. At the very least, applicant must be available by phone during times of absence.
- g. At the recommendation of the Fulton Police Department the event may be required to have security personnel or City of Fulton Police officers, to be paid for by event organizer.
- h. Events that will be selling, food or drink will have to obtain all necessary licenses and permits from the County Health Dept. Site inspection may also be required at County Health Inspector's discretion.
- i. A list of any outside vendors must be submitted to the City Clerk's office at least seven (7) days prior to the event.
- j. Any damage caused by outside vendors will be the responsibility of those named on the insurance policy.
- k. Applicant agrees to abide by all City codes and Missouri State law.

C. Exceptions for Individuals

- a. Complete a Special Event Application sharing the details of your event, at a suggested 60 days prior to event, but no later than 30 days prior to the event.
- b. If an individual would like to hold a block party or neighborhood gathering, a Hold Harmless agreement is required from all homes affected.
- c. The City will not provide electric, trash bins, or tables. Barricades for street closures will be provided if necessary. No sales of any type are allowed.
- d. Applicant must be present at the event from the start of the event until the conclusion of the event.

D. Special Event Application Process

- a. Once a Special Event Application is received in the City Clerk's Office, internal departments and the Director of Administration will review the request. They may:
 - i. Conditionally permit the request if the applicant agrees to meet the requested requirement(s); or
 - ii. Reject the request; or
 - iii. Approve the request internally and pass it on to City Council for a decision.
- b. The City Clerk's office will work closely with the applicant to inform them of any requirements and decisions made.
- c. If the City Council makes a favorable decision the City will provide the signed request for the event to take place providing all insurance requirements have been met.



SPECIAL EVENT APPLICATION

Any event requesting use of city streets, grounds, or facilities in a manner other than their specific daily use is required to submit a Special Event Application and meet all insurance requirements as outlined in the Special Event Policy. Please submit your application at least 30 days prior the event.

APPLICANT INFORMATION

Are you submitting this event on behalf of an organization? Yes No
If yes, Organization or Business Name: _____

Applicant Name: _____
Applicant Cell Phone: _____
Applicant E-mail Address: _____
Applicant Home Address: _____
Applicant City, State, Zip: _____

Secondary Contact Name: _____
Secondary Contact Cell Phone: _____
Secondary Contact E-mail Address: _____

EVENT INFORMATION

Event Name: _____
Expected (estimated) number of attendees: _____

- Event Category:
- Athletic (Competitive or Not) Event
 - Classes
 - Concert/Performance
 - Farmers/Outdoor Market/Outdoor Sale
 - Festival/Fair/Carnival
 - Parade
 - Procession/March/Protest
 - Vehicle or Aircraft Event
 - Other

- Admission/Entry Procedure:
- Registration Fee
 - Entry Fee
 - Tickets for Purchase
 - By Invitation Only
 - Neighborhood Gathering
 - Open to Public (free event)
 - Other

Event Date and Time (specific to event dates and hours):
Date From: _____ Date To: _____
Time From: _____ a.m./p.m. Time To: _____ a.m./p.m.

Event Date and Time in its Entirety
Include the entire length of the event from set-up to clean up:
Date From: _____ Date To: _____
Time From: _____ a.m./p.m. Time To: _____ a.m./p.m.

Briefly, in which city area will your event be held:
 Airport Brick District City Park Golf Course Rec-Plex Other

Will your event be utilizing and/or requesting the closure of any streets? Yes No
Choose "No" for rolling closures such as parades.

Required: Location to be blocked/closed off (you must include as much detail as possible regarding addresses/street names, locations of parking spaces, parking lots, parks or affected areas for your event)

If more space is needed, please submit the information on another page.

Does your event plan for the use of any City Park or Stinson Creek Trail? Yes No
If yes, which park or which part of the trail? _____

Does your event include the sale or distribution of alcohol? Yes No
Sale Distribution

Are you requesting a waiver of the open container ordinance? Yes No

Does your event include music? Yes No
If yes, briefly describe: Live band, DJ, speakers, etc. _____

Will you need electric for your event? Yes No

Will you need dumpsters or roll bins for your event? Yes No
Number of dumpsters _____ Number of roll bins _____

Will you need picnic tables for your event? Yes No
Number of tables _____

Is there at least thirty to sixty days until your event date from today's date? Yes No

I understand that I am responsible for all related setup and cleanup of this event? Initials _____

Applicant Signature: _____ Date: _____

Review: Adm. Police
 Fire Streets
 Park Utilities

In addition to application, organizer has provided:
 Hold Harmless Agreement
 Certificate of Insurance (city named)
 Additional Insured Endorsement

Reviewed by: _____

Conditional Use Request from City? Yes/No:
Does organizer agree to condition? Yes/No

Approved: _____

Hold Harmless Agreement – Use of City of Fulton Facilities

1. To the fullest extent permitted by law, _____ (“Sponsor”) agrees to indemnify, defend and hold harmless the City of Fulton , its officers, agents, volunteers, lessees, invitees, 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’s facilities, buildings, equipment or infrastructure 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 by the Sponsor or anyone for whose acts the Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.
2. 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.

For-profit organizations must comply with the insurance sections that follow. Individuals and not-for-profit organization may be required to comply with the insurance sections below at the sole discretion of the City of Fulton.

3. The Sponsor shall purchase and maintain the following insurance:
 - A. Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence bases.
 - B. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 minimum.
 - C. If Applicable, Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
4. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
5. Prior to activities commencing the Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
6. If Sponsor maintains higher limits than the minimums required, the City of Fulton shall be entitled to coverage for the higher limits maintained by Sponsor.

7. Insurance required by the contract and supported by the additional insured endorsement shall be broad as necessary to support the hold harmless requirement in said contract or as broad as the Sponsor's insurance coverage, whichever is broader.

Description of Event

Location of Event – City Facility

Date(s) of Event

Sponsor Representative Name (Printed)

City of Fulton Representative Name (Printed)

Sponsor Representative Signature

City of Fulton Representative Signature

Date

Date