

CITY OF WESTMORELAND

SPECIAL EVENT PERMIT APPLICATION

To be submitted to City Hall, 1001 Park Street, no later than 30 days before proposed event

Please read information on applying for a Special Event permit before completing this application. Complete form in ink (please print). Write N/A (Not Applicable) where appropriate.

Applicant Information:

Name of Applicant

Sponsoring Agency (If different than applicant)

Phone Number

Address

Email

Fax

Type of Event: Run/Walk Parade Community Celebration
 Block Party Street Fair Other _____

Name or Title of Event: _____

Location and Description of Event: _____

Date of Event: _____ Event Hours: _____

Total Anticipated Attendance: _____

List any street closures as a result of this event. Include street names, date and time of closing and reopening: _____

Route to be traveled (if applicable): _____

Approximate time of event: _____

Assembling Beginning Ending

Organizers must be certain that all event activities comply with the local laws applicable to noise abatement. Please be advised that loud and unreasonable noise (including music) is a violation of the City of Westmoreland Municipal Code. A police officer may determine that noise during your event is offensive to others and may require you to stop the noise. Also, the police may order musical entertainment to cease because it may incite a crowd to become unruly and risks injury.

I understand that I must supply the City Recorder with proof of insurance (and indemnity bond, if required) and the \$75.00 permit application fee, in accordance with the requirements, before obtaining the permit. I am aware of the terms and conditions of the permit and will advise participants in this event of these terms and conditions.

Date

Signature of Applicant

INSURANCE REQUIREMENTS

A Comprehensive General Liability insurance policy will be required which **names the City of Westmoreland as an additional insured** as respects activities in connection with this permit and such insurance as is carried by the permittee is primary (in place of any insurance which may be carried by the City of Westmoreland), and the policy shall contain appropriate wording.

This insurance shall contain a "Cross Liability" endorsement which reads substantially as follows: The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named. The insurance required herein will be an amount not less than \$1,000,000 for one person for one incident and for injuries sustained by more than one person in one incident, pending on the event, and for property damage in one incident.

A temporary street closure permit will require liability insurance in the minimum amount of \$1,000,000, which policy shall name the City of Westmoreland as an additional insured and shall be in form and in such additional amount as may be deemed necessary to provide insurance coverage for potential risk as may be determined and prescribed by the City's Insurance Risk Manager. The insurance requirements herein are not applicable to a neighborhood block party or similar activity to be conducted within a non-arterial street not exceeding one city block in a residentially zoned area.

HOLD HARMLESS AGREEMENT FOR SPECIAL EVENTS

This Agreement entered into as of the date of the respective signatures of the representatives of the entities hereinafter names, by and between the City of Westmoreland, TENNESSEE, a Municipal Corporation, and

WITNESSETH:

In consideration of City allowing Event sponsor to conduct certain special events and activities upon property owned by City, specifically a _____ (*name of event/activity*) and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Event sponsors do hereby agree to indemnify and hold harmless City for and from any and all claims of every nature whatsoever for personal injury and damages to property, for and from occurrences upon property owned by City arising out of participation in Event sanctioned activities.

2. Event sponsors further agree to procure and to cause to remain in full force and effect adequate liability insurance coverage regarding Event activities on City property, said liability insurance to be in the minimum amount of \$1,000,000 per occurrence. Same shall provide that the City be an additional named insured thereunder. Event sponsors shall cause to be furnished to City a Certificate of Insurance in compliance with above stated requirements.

3. Event sponsors further agree that in conducting its activities on property of City that it shall for itself, its agents, employees and participants at all times be subject to and adhere to all rules and regulations of City, and all Ordinances of City and State.

4. Event sponsors further agree that as it shall require all vendors and corporate sponsors to execute waivers wherein all rights of action or claims against City for injuries or damages sustained by any participant in activities conducted on city property shall be waived.

5. If applicable, the Event Sponsor shall be responsible for obtaining authorization for performances of copyrighted musical works and other material and shall be responsible for ensuring the entertainers have obtained the proper and necessary authorization to perform the necessary license agreements. The USER shall defend, indemnify and save the city harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works. The User shall be responsible for obtaining, at its sole cost, the necessary license agreements. The User shall defend, indemnify, and save the City harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works by entertainers at, during an/or in conjunction with this event.

6. In the event any action is brought against the City by any person for injuries or damages occasioned upon City property and/or resulting from this special event, in addition to the provisions hereinabove set forth, Event sponsor agrees to be liable for and indemnify City from any and all expenses incurred by City in defending said action and to pay all costs and/or judgments which ultimately might be assessed or adjudged against City which are in excess of the liability insurance coverage hereinabove provided. In addition, event sponsor will name the City of Westmoreland as an additional insured on their liability policy and a certificate of the policy will be provided to the city.

WITNESS OUR HANDS for effective date of _____, 20__.

CITY OF _____ TENNESSEE

BY _____

BY _____