



**City  
of  
Sidney**  
**Montana's Sunrise City**  
115 2nd Street S.E., Sidney, Montana - 406-433-2809

**Special Event Application/Park Use Application**

**APPLICANT INFORMATION**

NAME OF ORGANIZATION: Johnson Hardware + Furniture  
APPLICANT NAME: Emily Medearis  
ADDRESS: 111 S. Central Ave CITY: Sidney STATE: MT ZIP: 59270  
PHONE: 406-433-1402 CELL: 218-790-8175 EMAIL: sidneyfurniture@gmail  
ORGANIZATION/EVENT WEBSITE: \_\_\_\_\_  
MANAGER ON SITE DAY OF EVENT: Kyle + Emily Medearis, Brian Heck, Chad  
PHONE: 406-433-1402-store CELL: 218-790-8175 - Emily EMAIL: Sidneyfurniture@gmail.com  
CELL: 218-290-9685 - Kyle

**EVENT INFORMATION**

EVENT TITLE: Grand Reopening / Customer Appreciation  
EVENT TYPE:  RUN/WALK  RALLY  PARADE  FAIR  
 WEDDING  REUNION  CONCERT  OTHER X  
IF OTHER, PLEASE SPECIFY: Retail / Shopping / Celebration  
PARK(S) REQUESTED: Alley / lot between Johnson Hardware + Furniture buildings  
LOCATION(S) IN PARK REQUESTED (BE SPECIFIC): \_\_\_\_\_

EVENT DATE: 9/23/23 EVENT START TIME: 8AM - 4PM EVENT  
END/TEAR DOWN: 4PM or sooner

**EVENT DETAILS**

EVENT DESCRIPTION: It's an appreciation event for our customers. We'll have door-prizes, face painting / tattoos for kids, pumpkin painting for kids, free hot dogs from 11-2, sales going on all day. Customers will be walking between our 2 buildings all day long due to us offering different things in each building (cake, free boxes, free t-shirts, ~~door~~ door-prize sign-ups).

PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY, INCLUDING PLANS, DRAWINGS, MAPS, ECT

The City of Sidney is an equal opportunity provider.

**PLEASE INDICATE WHETHER THE FOLLOWING ITEMS PERTAIN TO YOUR EVENT:**

- | YES                                 | NO                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | FOOD CONCESSION AND/OR FOOD PREPARATION AREA(S)<br>(IF YOU NEED TO COOK FOOD IN THE EVENT AREA) <i>Grilling hot dogs</i> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIRST AID FACILITY (IES) AND AMBULANCE(S)  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | WILL YOU SET UP TABLES(S) AND/OR CHAIRS, <b>HOW MANY?</b> <i>around 5 tables</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | FENCING, BARRIERS, AND/OR BARRICADE(S) <i>to block traffic + keep customers safe</i>                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | DOES YOUR EVENT REQUIRE ELECTRICITY? <b>SOURCE:</b> <i>Johnson Hardware</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | BOOTH(S), EXHIBITS(S), DISPLAY(S) AND/OR ENCLOSURE(S) <i>pumpkin painting /glitter tattoos tables for kids</i>           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | TENT(S) <b>PLEASE INCLUDE NUMBER OF AND DIMENSIONS:</b> <i>unsure. if so, 1 or 2 8x8 open tents</i>                      |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | SCAFFOLDING, BLEACHER(S), PLATFORMS(S), GRANDSTANDS(S), OR RELATED STRUCTURE(S)  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | VEHICLE, AND/OR DUMPSTER(S) ABOVE THE ALREADY PROVIDED   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | PORTABLE TOILETS(S) <b>IF YES PLEASE INDICATE COMPANY PROVIDING UNITS:</b>   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | USE OF THE VETERAN'S PARK PAVILION SOUND SYSTEM/ELECTRICITY? (\$25.00 FEE FOR USE)                                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | STAGE(S) <b>PLEASE INCLUDE DIMENSIONS IF PROVIDING OWN:</b>  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ENTRAINMENT <b>PLEASE DESCRIBE:</b>  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | INFLATABLE DEVICE(S), AMUSEMENT(S), RECREATIONAL ACTIVITIE(S) <i>unsure of bouncy house</i>                              |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BANNER(S) <i>not doing bouncy house</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | WILL THE EVENT BE ADVERTISED? <b>HOW?</b> <i>Newspaper, radio, facebook</i>  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | AMPLIFIED SOUND? IF YES PLEASE INDICATE:                      START TIME:                      END TIME:                 |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | WILL ALCOHOL BE SERVED ON SITE: IF YES, PLEASE RESPOND TO THE FOLLOWING?   |

**AREA WHERE ALCOHOL WILL BE SERVED (BE SPECIFIC, ATTACH MAP IF NECESSARY:**

**DATE/TIME THAT ALCOHOL WILL BE SERVED:** \_\_\_\_\_  
**DESCRIBE HOW ALCOHOL AREA WILL BE SERVED:** \_\_\_\_\_  
**DESCRIBE HOW ALCOHOL AREA WILL BE MARKED AND APPROPRIATELY CONTAINED:** \_\_\_\_\_

**ANY ALCOHOL USE IN THE PARKS REQUIRES ADDITIONAL APPLICATOIN VIA THE CITY POLICE DEPARTMENT, AND A DEPOSIT TO BE REFUNDED WHEN PARK IS INSPECTED FOR CLEAN-UP**

No  
bouncy  
house -  
Calm table  
activities only !!

**INSURANCE INFORMATION**

INSURANCE CARRIER: \_\_\_\_\_

CONTACT INFORMATION: \_\_\_\_\_

**INSURANCE REQUIREMENTS**

The vendor agrees to furnish the city a certificate of liability insurance from their entity providing liability insurance coverage that also identifies the city as an additional insured on the certificate of liability insurance coverage limits at a minimum shall provide liability insurance coverage in accordance to Montana State statute, section 2-9-108 MCA of \$750,000 for each claim and \$1.5 million for each occurrence. The certificate of insurance shall also provide that the insurance coverage shall not be amended, altered, canceled, or reduced without providing at least **ten (10) day** advance written notice to both the insured as well as to the city.

Please read and acknowledge with your **intials** your responsibility (if applicable) for the following:

- \_\_\_\_\_ Garbage/recycling receptacles and regular removal
- \_\_\_\_\_ Sanitary disposal of human waste
- \_\_\_\_\_ Emergency services/first aid on site
- \_\_\_\_\_ Private security (if deemed necessary)
- \_\_\_\_\_ Law enforcement as required by law enforcement officials
- \_\_\_\_\_ Proof of responsible beverage services and sales training for individuals involved with the sale of alcohol
- \_\_\_\_\_ Proof of liability insurance in the amounts of \$750,000 per claim and \$1.5 million per occurrence which limits are set forward in the Montana Tort Claims Act, M.C.A. 2-0-108, with said insurance policy naming the city of Sidney as an additional insured during the time of the special event including setup and teardown. (if not waived)
- \_\_\_\_\_ To pay extraordinary costs incurred (if required)
- \_\_\_\_\_ Sign defense/indemnity agreement (if required)

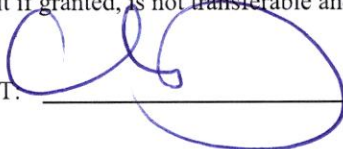
**FURTHER INFORMATION**

**ADDITIONAL CONDITIONS REQUIRED BY THE CITY:**

1. The organization, when required, shall provide the City Clerk a copy of the organization's current liability insurance documentation, no later than **one (1) week** prior to the use of the park or event.
2. All keys signed out shall be returned to the city no later than **five (5) days** after the completion of the event. No paddle locks or extra locks of any kind on any door shall be installed. A deposit may be required by the city at the time of signing out the keys, to be returned when all keys are returned.
3. No major changes or regulatory sign removal shall be allowed to the park property without the prior approval from the city/park and recreation board.
4. All garbage, trash and loose debris shall be picked up daily, after each event and properly disposed of in accordance to city ordinance.
5. Concession areas, if used, shall be thoroughly cleaned out by the organization within **two (2) days** after the completion of the event.
6. Alcohol, tobacco and drugs are strictly prohibited in the park areas. Special permits for alcohol can be obtained via the City of Sidney Police Department, and a deposit will be required.
7. All park rules shall be followed at all times.

**AFFIDAVIT OF APPLICATION**

Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the policies and rules and regulations listed on this form as they pertain to the requested usage, and all city ordinances that would apply. By signing this application, the applicant agrees to follow all rules and regulations. The permit if granted, is not transferable and is revocable at anytime at the absolute discretion of the city.

NAME OF APPLICANT:  - Emily Medearis 8/28/23

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FOR OFFICAL USE ONLY

DEPOSIT: YES NO

AMOUNT OF DEPOSIT: \_\_\_\_\_ DATE PAID: \_\_\_\_\_

ALCOHOL PERMIT GRANTED BY CITY POLICE DEPARTMENT: NO YES (IF YES,  
PLEASE ATTACH)

REVIEWED AND APPROVED WITH RECOMMENDATIONS ATTACHED BELOW:

\_\_\_\_\_  
CITY CLERK DATE

\_\_\_\_\_  
PUBLIC WORKS DIRECTOR DATE

\_\_\_\_\_  
CHIEF OF POLICE DATE

SPECIAL CONDITIONS TO INCLUDE ON PERMIT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LIABILITY INSURANCE REQUIRMENT WAIVED: YES NO  
DEFENSE/INDEMNITY AGREEMENT REQUIRED: YES NO

PERMIT ISSUED: \_\_\_\_\_ (INITIALS) DATE: \_\_\_\_\_

INSURANCE CERTIFICATE (PROVIDED IF APPLICABLE)  
INCLUDING ADDITIONAL INSURED ENDORSEMENT, PROVIDED, IF APPLICABLE:  
(INITIALS) \_\_\_\_\_

DEFENSE/INDEMNITY AGREEMENT SIGNED (IF APPLICABLE): \_\_\_\_\_

(INITIALS)

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ALL FINES AND DEPOSIT(S) HAVE BEEN PAYED. EVENT FOLLOWS CITY POLICIES AND PARK(S)

REGULATION. EVENT HAS BEEN APPROVED TO PROCEED.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

## City of Sidney Park Use Defense/Indemnification Agreement

Vendor shall agree to indemnify, protect, defend, save and hold harmless the City, its officers, employees, agents, and volunteers from and against any and all liability, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of Vendor or resulting from any violation of any federal, state, or municipal law or ordinance, the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Vendor, which occurs related to the actions or activities of the Vendor. The Vendor further agrees to waive all claims against the City on account of any loss, damage or injury from whatever cause which may occur to it and its property in the use and occupancy of said described premises, the giving of this waiver being one of the considerations upon which this Agreement is granted.

### COVID-19 PARTICIPATION WAIVER

I hereby certify, that to the best of my knowledge, neither I, nor a member of my household with whom I live or any other person with whom I am in close contact:

1. Has experienced any cold or flu-like symptoms in the previous 14 days, including but not limited to, fever, cough, sore throat, respiratory illness, or difficulty breathing
2. Is currently diagnosed with COVID-19
3. Has a pending COVID-19 test
4. Is currently under quarantine due to COVID-19 concerns
5. Has had contact in the previous 14 days with someone diagnosed with COVID-19 or any person who has had contact with someone diagnosed with COVID-19
6. Has traveled in the previous 14 days to anywhere designated as having widespread ongoing transmission of COVID-19 by the Centers for Disease Control

I further understand that I, or any participant in my event, may contract COVID-19 while engaging in the use of the facilities and parks of the City of Sidney. I hereby waive and release the City of Sidney and their agents and employees, from any and all liability that may arise from the voluntary participation of myself or my guests in this activity.

Event Name (Vendor): \_\_\_\_\_

Event Date: \_\_\_\_\_

The City of Sidney is an equal opportunity provider.

Event Manager Name: \_\_\_\_\_

\_\_\_\_\_  
Event Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date