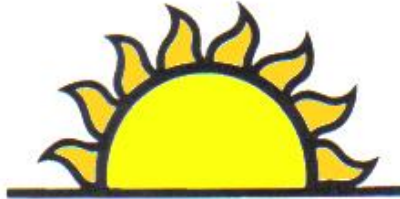


SPECIAL EVENT PERMIT APPLICATION

CITY OF SIDNEY



MONTANA'S SUNRISE CITY
115 SECOND STREET SOUTHEAST
SIDNEY, MT 59270
406-433-2809

MAYOR
RICK NORBY
ALDERMEN:
FIRST WARD
BRYAN GARTNER
KEN KOFFLER
SECOND WARD
KYSA RASMUSSEN
KALI GODFREY
THIRD WARD
TAMI CHRISTENSEN
JANET SERGENT

CITY CLERK/TREASURER
JESSICA CHAMBERLIN
DIRECTOR OF PUBLIC WORKS
JEFF HINTZ
CHIEF OF POLICE
MARK KRAFT
**CITY ATTORNEY-KALIL LAW
FIRM**
THOMAS KALIL
**DEPUTY CITY
CLERK/TREASURER**
BREEANN MESSER

WATER COMMISSIONER
JASON ELLETSON

APPLICANT INFORMATION

NAME OF ORGANIZATION: _____

APPLICANT NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELL: _____ EMAIL: _____

ORGANIZATION/EVENT WEBSITE: _____

MANAGER ON SITE DAY OF EVENT: _____

PHONE: _____ CELL: _____ EMAIL: _____

EVENT INFORMATION

EVENT TITLE: _____

EVENT TYPE: RUN/WALK RALLY PARADE FAIR
 WEDDING REUNION CONCERT OTHER

IF OTHER, PLEASE SPECIFY: _____

PARK(S) REQUESTED: _____

LOCATION(S) IN PARK REQUESTED (BE SPECIFIC): _____

EVENT DATE: _____ EVENT START TIME: _____ EVENT END/TEAR DOWN: _____

EVENT DETAILS

EVENT DESCRIPTION: _____

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

PLEASE INDICATE WHETHER THE FOLLOWING ITEMS PERTAIN TO YOUR EVENT:

- | YES | NO | |
|-------|-------|---|
| _____ | _____ | FOOD CONCESSION AND/OR FOOD PREPARATION AREA(S)
(IF YOU NEED TO COOK FOOD IN THE EVENT AREA) |
| _____ | _____ | FIRST AID FACILITY (IES) AND AMBULANCE(S) |
| _____ | _____ | WILL YOU SET UP TABLES(S) AND/OR CHAIRS, HOW MANY? |
| _____ | _____ | FENCING, BARRIERS, AND/OR BARRICADE(S) |
| _____ | _____ | DOES YOUR EVENT REQUIRE ELECTRICITY? SOURCE: |
| _____ | _____ | BOOTH(S), EXHIBITS(S), DISPLAY(S) AND/OR ENCLOSURE(S) |
| _____ | _____ | TENT(S) PLEASE INCLUDE NUMBER OF AND DIMENSIONS: |
| _____ | _____ | SCAFFOLDING, BLEACHER(S), PLATFORMS(S), GRANDSTANDS(S), OR RELATED STRUCTURE(S) |
| _____ | _____ | VEHICLE, AND/OR DUMPSTER(S) ABOVE THE ALREADY PROVIDED |
| _____ | _____ | PORTABLE TOILETS(S) IF YES PLEASE INDICATE COMPANY PROVIDING UNITS: |
| _____ | _____ | USE OF THE VETERAN’S PARK PAVILION SOUND SYSTEM/ELECTRICITY? (\$25.00 FEE FOR USE) |
| _____ | _____ | STAGE(S) PLEASE INCLUDE DIMENSIONS IF PROVIDING OWN: |
| _____ | _____ | ENTRAINMENT PLEASE DESCRIBE: |
| _____ | _____ | INFLATABLE DEVICE(S), AMUSEMENT(S), RECREATIONAL ACTIVITIE(S) |
| _____ | _____ | BANNER(S) |
| _____ | _____ | WILL THE EVENT BE ADVERTISED? HOW? |
| _____ | _____ | AMPLIFIED SOUND? IF YES PLEASE INDICATE: START TIME: END TIME: |
| _____ | _____ | 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

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 **initials** 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: _____
(PLEASE PRINT)

SIGNATURE: _____ DATE: _____

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)

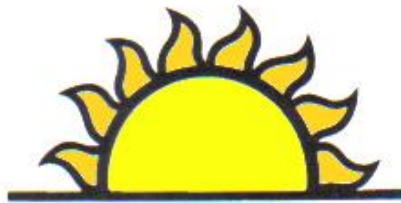
DEFENSE/INDEMNITY AGREEMENT SIGNED (IF APPLICABLE): _____(INITIALS)

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



Montana's Sunrise City

115 Second Street Southeast
Sidney, MT 59270
406-433-2809

Mayor
RICK NORBY
Aldermen:
First Ward
BRYAN GARTNER
KEN KOFFLER
Second Ward
KYSA RASMUSSEN
DAN SMITH
Third Ward
TAMI CHRISTENSEN
JANET SERGENT

City Clerk/Treasurer
JESSICA REDFIELD
Director of Public Works
JEFF HINTZ
City Attorney-Pippin Law Firm
Thomas Kalil
Kaitlin Decrescente
Deputy City Clerk/Treasurer
BREEANN MESSER
Utilities Manager
GREG ANDERSON
Water Commissioner
JASON ELLETSON

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: _____

Event Manager Name: _____

Event Manager Signature

Date

Witness

Date