



Name of Event: \_\_\_\_\_

Dates: \_\_\_\_\_

For office use:

Date application received: \_\_\_\_\_

## **APPLICATION FOR SPECIAL EVENT** **on City Property**

- The City Council will consider the application once all required documentation and signatures are received. Applications must be received at least 30 days prior to the event to allow for this approval process.
  - An application submitted less than 30 days prior to an event may not be reviewed and processed in time to be approved by the City Council.
  - It is recommended that a representative be present at the Council Meeting when the application is considered. (City Council meets on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays at 6:30 p.m.)
- If you are requesting a liquor license and/or beer and wine permit, please review City Code of Ordinances Chapter 120 and begin the process for a special event liquor license online with the Iowa Alcoholic Beverages Division. This also has to be approved by the City Council so allow yourself enough time for this process.
- Please keep in mind the following:  
Special events on public right-of-way where a partial street closure is requested has a definite impact on the adjacent property owners, businesses, residences and the general community due to the necessary changes in traffic circulation. These types of events also present a potential risk to the City of Elkader. As a result, the City has established the following policy to hold special events on public right-of-way:
  - Must be a community event and open to the public.
  - If the event will result in a street closure or will have amplified music, the City Administrator/Clerk, the Police Chief and the Applicant will determine the number of businesses and/or residents affected by these activities. A representative from the Police Department will contact those affected, explain the situation, and then bring back concerns or approvals to the Council for consideration with this application.
  - Any outstanding issues from prior events by the applicant must be resolved.

PLEASE RETURN this form to:

Jennifer Cowsert

Elkader City Hall

207 N. Main Street

Elkader, Iowa 52043

no less than 30 days prior to the event.

*(For purposes of this agreement "Applicant" refers to the individual submitting this Application and Hold Harmless Agreement. "City" refers to the City of Elkader, Iowa. "Parties" refers to the City and the Applicant collectively. "Agreement" refers to this Application and Hold Harmless Agreement.)*

<b>APPLICANT INFORMATION</b>	
Name/Event:	
Sponsoring organization:	
Coordinator:	
Mailing Address:	
Coordinator's Phone #:	(if this is an office phone number please include a number to use in case of emergency or during inclement weather.)
Coordinator's email:	
<b>EVENT INFORMATION</b>	
Days/Dates of Event:	
Rain date?	
Time(s) of Event:	
Time(s) for set-up/tear-down:	
Requested location:	
Estimated attendance:	
Traffic and parking plan: (include a map)	
Will the event include the use of tents? (include on map)	
Will the event include food vendors? (include on map) (Food vendors require a separate permit).	
Will the vendors need water and/or electric?	
Will the event include fireworks or inflatable toys? (fireworks or inflatable toys require insurance certificate from the vendor naming the City as additional insured; \$1 million liability as a minimum; fireworks require special permission from the City Council.)	
Will the event include music? Applicant is responsible for compliance with all City noise ordinances. Must have a noise permit if music will continue beyond 9:00 p.m. or before 6:30 a.m.	(Check one) <input type="checkbox"/> Amplified Sound/Speaker System <input type="checkbox"/> Live Music <input type="checkbox"/> Recorded Music Will electric be needed?

<p>Will the event include alcohol?</p>	<p>(Check one)</p> <p>----- Sold by organizers of the event</p> <p>_____ BYOB or carry-out to closed street</p> <p>_____ Organizers have made arrangements for a third party to provide alcohol.</p> <p>Has liquor license been applied for in a timely manner (with enough time for it to be approved by the City Council)? _____</p> <p>Date submitted on-line _____</p>
<p><b><u>REQUESTED ACTIONS</u></b></p>	<p>(Check All Applicable Lines)</p> <p>_____ Temporarily close a street (specify street and area):</p> <p>_____ Use of City Park (specify park and attach map of setup)</p> <p>_____ Parade (attach map of route and indicate streets to be closed)</p> <p>_____ Walk/Run (attach map of route and indicate streets to be closed)</p> <p>_____ Other (please specify):</p> <p>_____</p>
<p><b><u>ITEMS REQUESTED FROM THE CITY</u></b></p>	<p>Street barricades</p> <p>Fencing (orange snow fence)</p> <p>Emergency "No Parking" Signs</p> <p>Picnic tables</p> <p>Trash cans</p> <p>Electric</p> <p>Water</p> <p>Other: _____</p>
<p><b><u>SANITATION/TRASH</u></b></p>	
<p>Will additional restrooms be brought to the site?</p>	<p>If yes, how many and where will they be placed?</p>
<p>Individual, organization, or contractor responsible for clean-up and trash removal:</p>	
<p><b><u>SECURITY</u></b></p>	<p>What type of security will be provided?</p>
	<p>(Police personnel are deployed at the discretion of the Chief of Police for all outdoor events requiring an alcohol license. In addition, the City reserves the right to require security, at the applicant's expense, at any other event. Any such requirement by the City will be made to the Applicant in writing. Applicants are responsible for the full cost of any required security. If the City</p>

	deems security necessary, failure to provide required security will result in a breach of this Agreement and the Parties agree that the City shall have the right, but not the obligation, to immediately shut down the event. The Parties agree that costs associated with such shut down will be the sole responsibility of the Applicant.)
<b><u>INSURANCE</u></b>	<p>____ Certificate of Insurance provided and accepted</p> <p>____ Certificate of Insurance not required</p>
	<ul style="list-style-type: none"> <li>• Applicant shall obtain and maintain a general liability insurance policy naming the City of Elkader, Iowa as additional insured (see attached example) so as not to waive Owner's Governmental Immunity when conducting an event on public property.</li> <li>• For events requiring a liquor license and/or beer and wine permit, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence.</li> <li>• For all other events held on public property, the minimum amount of coverage for the general liability insurance policy will be \$1,000,000. This application will not be considered by the Elkader City Council until the proper insurance certificate is submitted and approved by the City Administrator. If the Applicants insurance is revoked or invalidated at any time, it shall be considered a breach of this Agreement and the event shall be immediately canceled.</li> </ul>

**DEPARTMENT APPROVALS**

The request has been reviewed by the undersigned and recommended for approval from Council with the condition as noted:

POLICE CHIEF  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions:

PUBLIC WORKS DIRECTOR  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions:

OTHER (such as Main Street Elkader)  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions:

**CITY COUNCIL APPROVAL**

\_\_\_\_\_  
City Administrator Signature

\_\_\_\_\_  
Date

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Did we let ambulance and/or dispatch know about the street closure?

CONDITIONS IMPOSED:

## **HOLD HARMLESS AGREEMENT**

In consideration of the City of Elkader, Iowa, granting permission for the activity described above, the undersigned agrees to the following:

- The undersigned agrees to indemnify and holds harmless the City of Elkader, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury, property damage, or any other damage or injury related to the undersigned's activity as described above, including but not limited to any act, omission, or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises.
- The undersigned also agrees to indemnify and hold harmless the City of Elkader, Iowa, its employees, representatives and agents against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature related to the activity described above including but not limited to any act, omission, or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises.
- The undersigned further agrees to indemnify and hold harmless the City of Elkader from and against any and all costs and expenses related to the above described matters including reasonable attorney fees
- The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Elkader, Iowa.
- The Parties agree that if the Event is cancelled for any reason, the City shall not be required to refund any expenses already paid (i.e., license or application fees, security fees, etc.) to the Applicant.
- The undersigned represents that as the individual who signs this Agreement on behalf of the event, the undersigned has the capacity and legal authority to execute this Agreement for the event and to bind the undersigned and those associated with the event to the obligations imposed on it by this Agreement.

This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. This Agreement cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of either Party, but only by an agreement in writing signed by the Party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

Nothing in this Agreement shall be deemed to create any right in any person not a party hereto other than permitted successors and assigns of a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party except as aforesaid.

This Agreement may not be assigned by either Party without the other Party's prior written consent.

The obligations in this Agreement shall inure to and bind the successors and permitted assigns of each Party hereto.

If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

This Agreement will be governed by the laws of the state of Iowa, except as may otherwise be required by law. All adjudication relating to this Agreement shall be the state courts for the State of Iowa and the Parties agree that Clayton County shall be the proper venue for any such adjudication required under this Agreement. The Parties agree that if legal action is required to enforce any portion of this agreement, the party which the enforcement is sought against, if found by the court to be in violation of this agreement, shall be responsible to the enforcing party for all costs and attorney fees. The Parties irrevocably waive, to the fullest extent permissible under applicable law, any right it may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement. The Parties shall comply with all applicable state, federal, and local laws and regulations in the performance of this Agreement.

Public Health Emergency Addendum

In the event that the event is prohibited by state or federal law including a proclamation from the Governor of the State of Iowa, or would violate local, state or federal public health guidance due to a public health emergency, the event shall be cancelled. If the event can proceed, but restrictions are required due to state or federal law, including a proclamation from the Governor of the State of Iowa, or local, state or federal public health guidance, the Applicant must ensure that all restrictions will be followed and enforced and the Applicant is responsible for any damages, fines, or other monetary or financial penalties due to noncompliance with such restrictions. If, in the City's opinion, the restrictions make it impossible or unsafe for the event to proceed, the City reserves the right to cancel the event. The Applicant agrees that the City shall not be liable for any costs associated with cancellation of the event or restrictions imposed upon the event.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Applicant/Sponsor Signature

Date

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