

Special Events Application

*This page includes all of the necessary information required to submit a complete Special Events Application

- A Special Events Permit is required for events that:
- Are expected to draw a large number of people due to their nature, interest, location, promotion or any combination of similar influences.
- Are held on public property or on private property that affects public property.
- Require support and or resources from the City of North Tonawanda.
- All applications must be completed in-full at least 45 days prior to the event.

The following documents are required to complete your electronic submission for all events:

- Signed Hold Harmless Agreement.
- Certificate of Insurance naming the City of North Tonawanda as additional insured as well as any managing partner of the venue.

If applicable to your event, the following documents may be required to complete your submission:

- Map of Garbage/Recycling Tote drop-off placement.
- Map of the event location in a City of North Tonawanda Park.
- Map of motorcade route and turn-by-turn directions.
- Detailed floor plan including placement of tents, stages, or any significant structure.

The following documents must be submitted if you are serving alcohol at your event:

- Copy of SLA Certificate or Completed SLA Application.
- Copy of SLA Landlord Authorization Form.

If you are selling food, you must also apply for a Temporary Food Establishment Permit from the Niagara County Health department and include the permit in this application:

- Niagara County Temporary Food Establishment Permit.

*Please include with your application a detailed security plan (If Applicable) and insurance certificate. Applications are to be submitted 60 days prior to the event on the North Tonawanda website under the special events page. Visit: www.NorthTonawanda.org

*Please be advised our Police Chief and/or Fire Chief may require additional Police or Fire Security/Safety that could result in a cost on the event organizer by The City of North Tonawanda. Applicant will be notified of any costs prior to final approval.

* Please provide a site plan/aerial, sketch, drawing, etc. to indicate locations of items related to proposed event. (This may include but is not limited to: Street Closures, Locations of Porter Johns, Stage(s), Beer Tents, Food Stands, Temporary obstructions, or other)

The City will review and be in contact with you after the application is received in regard to approval.

Event Permit Application Information

CONTACT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

EVENT NAME: _____

EVENT DATE: _____ **EVENT TIME:** _____ **EVENT LOCATION:** _____

ESTIMATED NUMBER OF ATTENDEES: _____

SPONSOR(S): _____

DEPARTMENT INFORMATION:

Are Street Closures Required? Yes ___ No ___ If Yes, What Streets: _____

Are City Garbage Totes Needed? Yes ___ No ___ Will Any Fire Hydrants Be in Use?: Yes ___ No ___

Will There Be Fireworks? Yes ___ No ___ Does the Event Require Tents? Yes ___ No ___

Will items be sold at the Event? Yes ___ No ___

Does the Event Use a City Pavilion or Bandshell? Yes ___ No ___

Will any Sound Amplifiers be used at the Event? Yes ___ No ___

Will Alcohol be Served at the Event? Yes ___ No ___

Will Amusement Rides be in Use for this Event? Yes ___ No ___

Are there going to be Portable Toilets? Yes ___ No ___ What company will be supplying them? _____

Have you contacted the Police Chief to Determine if Support is Needed? Yes ___ No ___

Have you contacted the Fire chief to Determine if Fire Support is Needed? Yes ___ No ___

If Yes, to contacting either Chief, please describe the results of the conversation.

Is DPW Support Needed? (Barricadas, Signs, Etc.)? Yes ___ No ___

Have you Notified affected Residents and Businesses? Yes ___ No ___

If yes, What Comments (if any) have they had? _____

***Please attach signed copies of the Facilities Use Agreement/Rules and Regulations and Hold Harmless Agreement for the City of North Tonawanda, Special Events Permit.

FACILITIES USE AGREEMENT | RULES AND REGULATIONS

Your assistance and cooperation in following the rules identified below will assist the City in fulfilling their responsibility to the community. Please be aware that any group unable to comply with these rules may be assessed for damages that occur to City facilities during use or have their building use privileges suspended or discontinued.

All groups requesting the use of City of North Tonawanda's facilities must agree to the following conditions:

1. Smoking on City property is not permitted
2. Fighting or other violent acts are not permitted on city property
3. Any individual or group that damages city property shall be responsible for all costs required for repair. Groups are responsible to report items damaged during use.
4. Groups are responsible to return the facilities to the same safe condition in which they were found. This includes desks, chairs, audio visual equipment and athletic facilities (pitching rubber and home plate on the baseball diamonds, volleyball nets. etc.) Nothing will be removed from any building at any time.
5. Groups are responsible to provide their own on-site supervision and shall remain with the group until all participants have left the premises. **Participants should remain in the area that was approved for their use.**
6. Groups that have not received proper authorization from the City to use Cotu facilities will not be permitted in/on city properties.
7. **Insurance Requirements:**
 - a. A **Certificate of Insurance** must be obtained with the City of North Tonawanda as the certificate holder on the sponsoring group's liability policy, along with this signed form. The description of operations box must include the group name and activity.
 - b. The liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employers Liability, Third party over actions, or equivalent.
 - c. Additional Insured: Coverage in the sponsoring group's Commercial General Liability, Automobile Liability (if applicable), and Umbrella/Excess Liability (if applicable) policies or coverage sections shall be written or endorsed so as to apply to the following **additional insured on a primary and non-contributory basis:** *"City of North Tonawanda and its employees, volunteers committee members and board members."* The Certificate must reference the policy form(s) being used to achieve this additional insured status on a primary and noncontributory basis.
 - d. **Certificate of Insurance** must have the required insurance coverage checked (°) below with carriers with an A.M. Best rating of A- or higher and licensed as "admitted" carriers by NYS Insurance Department. Limits applicable shall be the greater of those indicated below or the amounts carried by the organization requesting use of City facilities:
 - i. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury and property damage liability.

General Aggregate	\$2,000,000
Products & Comp/Ops. Aggregate	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000
 - ii. ° **Sexual Misconduct (Molestation or Abuse) Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
 - iii. ° **Automobile Liability** insurance covering all owned, hired and "non-owned" vehicles with a minimum limit of:

Combined Single Limit	\$1,000,000
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 - iv. ° **Umbrella or Excess Liability**

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000
 - v. ° **Aviation Liability Insurance** applicable to the use of unmanned aircraft with a minimum limit of:

Per Occurrence

\$1,000,000

Individuals:

Required Insurance:

- Homeowners Insurance
Section Two – Liability: \$300,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.

I _____ agree on behalf of the organization indicated below that all members and guests will observe the above regulations and that we, individually and as an organization, will assume full financial responsibility for any and all damages done to City of North Tonawanda property. We also agree that our organization will at all times hereafter indemnify the City of North Tonawanda against any loss, damage or expense of any kind, which said city may sustain or incur as a result of the attached approved Facilities use by our organization and we will further hold said city harmless for loss of any kind in connection therewith.

Name of Group

Signature – Requesting Officer

Date

AGREEMENT

**For Use of Municipal Facilities of the
City of North Tonawanda
By Non-Municipal Organizations**

Name of Organization

Name of Representative

Mailing Address _____

Phone # _____

Contact Person (if different) _____

Phone # _____

Requests use of the facilities at °

- Other
(specify) _____

Room(s) _____

- Other
(specify) _____

Equipment ° TV ° VCR ° Screen ° Overhead ° (Describe any equipment use)

Supplies

Other (describe)

Date(s): _____ Time(s): Start _____ ° AM ° PM End _____ °AM° PM

Please describe activity

It is mutually agreed that only the facilities listed above are to be used by the above named organization and only for the date(s) and time(s) requested.

Signature of Organization Representative _____ Date

Note: It may become necessary to displace a group/activity due to unforeseen circumstances.

City legal office Authorization

Signature of City Representative _____ Date

Insurance Certificate Required ° YES ° NO Certificate Provided ° YES ° NO

In consideration of the use of the City facilities, the aforementioned organization on this form agrees to abide by the following rules and regulations established by the City:

**Hold Harmless Agreement for the
City of North Tonawanda, Special
Events Permit**

By accepting a City of North Tonawanda Special Events Permit, the undersigned permit holder hereby agrees to defend, indemnify and hold harmless the City of North Tonawanda, its officers and employees, against any and all claims. Lawsuits, causes of action, judgments, or other liability, arising from injury to person or property, sustained by any person, association, partnership, corporation, or other entity, arising directly or indirectly from the acts or neglect of the permit holder, its officers, agents, employees, or members, participants, guests, invitees, or persons under the control of the permit holder.

In furtherance of the foregoing indemnification, the permit holder also hereby agrees to provide evidence (in the form of an ACORD certificate of liability insurance) of insurance policies of General Liability and/or Special Event Liability and Liquor Liability insurance (applicable whenever alcohol is served or sold as part of the permitted event) and agrees to maintain said policies of insurance in force during the course of the permitted event, including the opening date, closing date, set-up date and breakdown date. Said policies of insurance shall protect against liability arising from all matters in connection therewith. Said policies of General Liability and/or Special Event Liability and Liquor Liability insurance coverage shall each be maintained in the sum of not less than \$1,000,000 per occurrence (or higher at the sole discretion of the City)

The City of North Tonawanda shall be named as an additional insured and certificate holder under the General Liability including any excess/Umbrella Liability policy, and/or Special Event Liability and Liquor Liability insurance policies (with the permitted event being set forth or described in the description of operations box of the certificate of insurance).

At its own expense, the permit holder shall indemnify, defend and hold harmless in any and all causes of action, lawsuits or claims brought against the City of North Tonawanda, its officers or employees.

Name of Permit Holder

Signature

Date

Phone Number

1. Grounds and buildings must be kept clean, neat and orderly.
2. Organizations must assume responsibility for keeping order while they are using the facilities.
3. All costs resulting from careless use of City property or damage to City property will be assessed against the organization.
4. Only the facilities provided in this agreement are to be used. They must be used only at the time(s) designated.
5. The use of tobacco is prohibited in/on City property at all times.
6. No one is ever to be permitted on gym floors for athletic purposes unless he/she wears gym shoes or socks.
7. Skateboards, rollerblades and similar items may not be used inside any City building.
8. All schedules must be completed and approved by the City legal office, and no changes are to be made without the department's approval.
9. In case of athletic organizations using the building, a complete list of all members (a roster of members which includes their names and addresses) must be filed with the facilities use request.
10. Bicycles, wagons, etc. are not to be taken inside a City building.
11. No food or drink is allowed in the gymnasium.
12. In case the person in charge is changed, the organization must report that fact in writing immediately to the City legal office
13. In case of an accident resulting in injury to any person or damage to any property, it **MUST BE REPORTED** immediately to the building representative in charge, or City legal department. All reports **MUST** be in writing.
14. The City reserves the right to alter or change any or all provisions of this agreement or to cancel it in its entirety at any time providing that notice of such action be given in writing to the organization concerned.
15. The City requires a **Certificate of Insurance** from the organization and it must have the required insurance coverage(s) as identified in the Facilities Use Agreement Rules and Regulations affixed to this application before this application will be considered.
16. Activities involving the use of the kitchen facilities require a kitchen staff employee to be hired during that time. All labor costs will be paid by the organization when billed.
17. Groups will be required to enter/exit the City building(s) promptly at the time designated and approved.