

Application to Use or Close City Streets and/or Sidewalks

Date(s) of Event _____ Times From: _____ To: _____

Date of Street Closing: _____ Time of Street Closing: _____

Date of Street Reopening: _____ Time of Street Reopening: _____

Organization Name _____ Address _____

City/State/Zip _____ Fax _____

Contact _____ Telephone _____ E-mail _____

2nd Contact _____ Telephone _____ E-mail _____

Does the applicant have liability insurance that names the City as an additional insured? * _____ Yes _____ No
 (*A Certificate of Insurance may be required of the applicant for this event and must be submitted to the Mayor's Office upon request.)

Explain event or reason for request: _____

Streets you are requesting to use or close – **identify specific block.**

	Barricade Street	Sidewalk Usage
1. _____ from _____ to _____	_____	_____
2. _____ from _____ to _____	_____	_____
3. _____ from _____ to _____	_____	_____
4. _____ from _____ to _____	_____	_____

Specific assistance needed from City (Parking, Police, Fire, etc.): _____

Projected number of attendees: ____ (0-299) ____ (>300)

Events with more than 300 attendees on one parcel requires a mass gathering permit.

Signature of Applicant **Date**

_____/_____
Initials / Date **Police Chief Approval**

_____/_____
Initials / Date **Fire Chief Approval**

_____/_____
Initials / Date **Operations Manager Approval**

_____/_____
Initials / Date **City Clerk Approval**

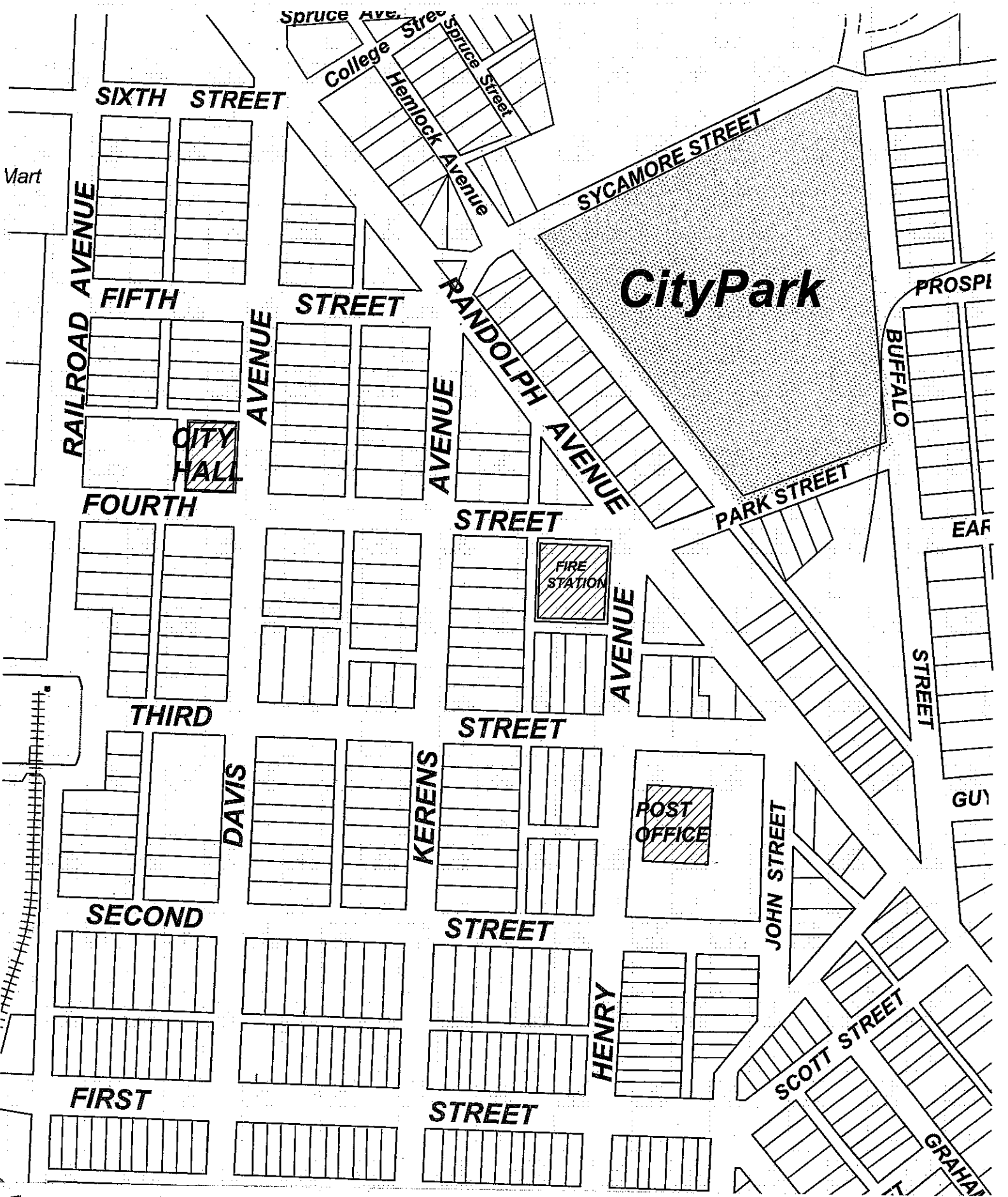
_____/_____
Initials / Date **Parks Director Approval
 (if necessary)**

Mayor's Signature **Date**

Contingencies/Restrictions: _____

File this application at the Mayor's Office at least two months in advance of the requested event date to assure full consideration. Approval is subject to any restrictions or changes required by the City Administration, **or if necessary for public safety reasons.**

cc: Chief Travis Bennett, Police Department
 Chief Steve Himes, Fire Department
 Operations Manager Mike Kesecker
 City Clerk Sutton Stokes
 911 Center



Event name :

Streets :

Date / Time :

Event Insurance Requirements

Before your event can be approved, the City of Elkins must receive proof that:

1. You have insurance that will cover the event you are proposing (including a minimum \$1 million liability coverage limit), **AND**
2. Your insurance company has named the City of Elkins as an “additional insured”.

These steps can be accomplished in one of two ways, depending on whether your organization already carries insurance, or whether you will need to obtain insurance specifically for this event.

Insured Organizations

1. Contact your insurance carrier and describe your proposed event.
2. Verify that your policy has a minimum \$1 million liability coverage limit.
3. If your insurance company confirms that your policy covers such an event, the only other necessary action is for you to ask to be provided a certificate showing “City of Elkins, West Virginia” as additional insured. (If your current policy doesn’t cover such an event, or if your current policy has a liability coverage limit of less than \$1 million, skip to the “Not Currently Insured” section, below.)
4. Submit this certificate to the mayor’s office with your event application.

Not Currently Insured

1. Contact an insurance company to request “event insurance” for your proposed event (minimum \$1 million liability coverage limit). Multiple agencies in Elkins offer this service, as well as many national/online companies.
2. Tell the company that, in addition to covering you or your organization, you want the “City of Elkins, West Virginia” named as an “additional insured”.
3. Submit a certificate showing the above to the mayor’s office with your event application.

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CITY OF ELKINS

Application to Use City-Owned Downtown Sound System

401 Davis Avenue

Elkins, West Virginia 26241

Applicant's (or Organization's) Name _____

Event Name or Purpose _____

Date(s) for Sound System Use _____

Intended Usage Hours (See General Conditions on Page 2 for limitations): From _____ AM/PM To _____ AM/PM

Applicant's Address _____

City/State/Zip _____

Contact _____ Telephone (____) ____-____ Email _____

2nd Contact _____ Telephone (____) ____-____ Email _____

Does Applicant have liability insurance that names the City of Elkins, WV as an additional insured?* Yes ___ No ___

Does Applicant intend to use system to broadcast only public service announcements? Yes ___ No ___

Does Applicant intend to use system to broadcast copyrighted music during the event hours? Yes ___ No ___

If Applicant intends to broadcast copyrighted music, does Applicant hold a current Performance Rights Organization (such as ASCAP, BMI, SESAC) covering the intended music?* Yes ___ No ___

Permit Fee* \$ _____ System Interface Security Deposit* \$ _____ (*Refundable with return of equipment*)

(* A Certificate of Insurance; PRO license; Indemnity, Defense, and Save Harmless Agreement; \$40/per day Permit Fee; and \$50 Equipment Security Deposit must be provided to the City prior to the event and release of system equipment to the Applicant.)

The undersigned Applicant has reviewed this application and its General Conditions and understands the requirements outlined herein and further understands that the City may assign additional Special Conditions as warranted prior to the approval of this Application.

Signature of Applicant

Date

_____/_____
City Clerk Approval

Initials Date

Received from Applicant: _____

Certificate of Insurance ___ PRO License (if music to be broadcast) ___ Permit Fee ___ System Interface Security Deposit ___
Indemnity, Defense, and Save Harmless Agreement ___

Returned to Applicant:

Application ___ Approved ___ Approved with Special Conditions Attached ___ Disapproved ___

Signature of Mayor

Date

Please file this application **IN PERSON** at the Mayor's Office at least two (2) months prior to the requested Sound System use date to assure full consideration. Approval is subject to any Special Conditions assigned by the City; **the City may deny approval if necessary for public safety reasons.**

CITY OF ELKINS

Application to Use City-Owned Downtown Sound System

Applicant: _____ **Event/Date(s)** _____

GENERAL CONDITIONS

1. By submitting this application for consideration by the City of Elkins, the Applicant understands that he/she must abide by the General Conditions outlined herein, as well as any attached Special Conditions, in consideration for the approval to use the City-Owned Downtown Sound System (the System).
2. The Applicant must also execute the *City of Elkins Indemnity, Defense, and Save Harmless Agreement* (attached to this application).
3. The System is intended only for the broadcast of general public service announcements (such as, but not limited to, “lost children”, “please move your car”, the beginning of a scheduled event, or schedule changes) and/or copyrighted music during the event when appropriate.
4. While the City recognizes the need to protect Constitutional “First Amendment” rights, the System is not intended for the broadcast of overtly political, religious, or discriminatory content; nor is intended for the broadcast of “off-color” or controversial content during events planned for the general public’s attendance, including children.
5. For events with intended broadcasting of copyrighted music, the Applicant must demonstrate that they are currently licensed by appropriate Performance Rights Organizations (such as ASCAP, BMI, SESAC, etc.) prior to the release of System interface equipment to the Applicant.
6. The System may only be used between the hours of 9:00 AM to 8:00 PM on Monday – Thursday; 9:00 AM to 9:00 PM on Friday, Saturday, or nationally recognized holidays; and 11:00 AM to 6:00 PM on Sunday; ***unless specifically altered as a Special Conditions below.***
7. Prior to final approval of this application, the Applicant must provide the required Certificate of Insurance; a copy of a current PRO license (if copyrighted music will be broadcast); an executed City of Elkins Indemnity, Defense, and Save Harmless Agreement; the Permit Fee; and the refundable System Security Deposit.
8. The City reserves the right to deny approval of an Applicant if the conditions outlined herein are not met or there is a viable public safety concern. Further, the City reserves the right to cancel any approved application if the prescribed conditions are not being met and corrected immediately by the Applicant upon notification.
9. The Applicant must return all System equipment provided by the City within 24 hours of the closing of the event, unless otherwise authorized in the Special Conditions. The System Interface Security Deposit will be returned to the Applicant within 14 days of the return of the equipment.

SPECIAL CONDITIONS

Approved Application with any Special Conditions returned to Applicant: ____/____/____

Security Deposit Refunded on ____/____/____

CITY OF ELKINS
INDEMNITY, DEFENSE AND
SAVE HARMLESS AGREEMENT

(Private Sponsored Event Street Closing and/or Property)

THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT is made this ____ day of _____, _____, by _____ (the "Private Sponsor"), in favor of THE CITY OF ELKINS, WEST VIRGINIA (the "City"), a municipal corporation;

WHEREAS, during the _____ sponsored by Private Sponsor scheduled to take place on the ____ day of _____, _____ (the "Event"), Private Sponsor desires the use of certain portions of the City's public thoroughfares and/or property for the Event, which portions are generally outlined in the Application dated _____, _____; attached hereto.

WHEREAS, the City requires that an Indemnity, Defense, and Save Harmless Agreement be granted by any Private Sponsor in favor of the City as a condition precedent to permitting the Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event.

WHEREAS, in exchange for the City permitting any Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event, the City is authorized under West Virginia law to accept an Indemnity, Defense and Save Harmless Agreement in favor of the City from such Private Sponsor(s) in order to protect the City and its officers, agents, and employees;

NOW, THEREFORE: in consideration of the City's permitting Private Sponsor to use portions of the City's public thoroughfares and/or property for the Event, and other good and valuable consideration, receipt of which is hereby acknowledged, Private Sponsor herein agrees as follows:

1. Private Sponsor agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, the Event or Private Sponsor's use of the City's public thoroughfares and/or property for the Event;

2. Private Sponsor hereby agrees to obtain and provide proof of appropriate liability insurance coverage with a limit of not less than \$1,000,000.00 each occurrence. Private Sponsor shall name the City of Elkins, its agents, officers, directors, and employees, as an additional insured under said insurance policy. Private Sponsor's insurance policy shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by the City of Elkins, with respect to Private Sponsor's operations and the Event. If any applicable insurance coverage is subject to a deductible, the Private Sponsor shall be responsible for such deductible(s).

3. Private Sponsor acknowledges that this Agreement does not exempt it from any applicable permit and licensing requirements or any other laws of the City of Elkins, the State of West Virginia, and the United States of America.

4. Private Sponsor acknowledges that the permission granted by the City for Private Sponsor to use certain portions of the City's public thoroughfares and/or property for the Event is limited to the specified date(s) of the Event only and shall not extend in duration beyond the actual dates of the Event as set forth above. Notwithstanding the City's conditional grant of permission, Private Sponsor herein acknowledges and accepts the City's undisputed, inherent right, upon notice to Private Sponsor, to revoke its permission, with or without cause, for any reason, at any time. Further, if the Event and/or the use of the City's public thoroughfares and/or property continues beyond the term of the Event or beyond any revocation of permission as outlined herein, Private Sponsor understands and agrees that all other terms of this Agreement remain in full force and effect and are still binding upon Private Sponsor.

IN WITNESS WHEREOF, _____ (private sponsor),
has caused its name to be signed hereto by _____ (authorized
representative) its _____ (office with or relationship to private
sponsor) thereto duly authorized.

By: _____ (Signature)
(authorized representative)

STATE OF WEST VIRGINIA,
COUNTY OF RANDOLPH, to-wit:

I, _____, a Notary Public in and for said County and State,
do hereby CERTIFY that _____, whose name is signed to the
foregoing and hereto annexed writing, bearing date of the ____ day of _____
, _____, for, _____ as its _____, has this
day ACKNOWLEDGED the same before me in my said County to be the act and deed of said
corporation.

Given under my hand this _____ day of _____, _____.

My commission expires _____.

Notary Public