

STREET DANCE/EVENT APPLICATION

The _____ [name of business/organization], herein after referred to as Vendor, is applying for a street dance/event permit and requesting designated public property areas for open alcohol sales and alcohol consumption. The following agreement is with the City of Proctor, regarding the event that starts on _____ and ends on _____ within the City of Proctor as part of the _____ [name of event].

- Vendor plans to accommodate approximately _____ [number] of patrons for the street activities.
- Vendor requests Proctor City Council approval of designating the described **PUBLIC PROPERTY** for **alcohol consumption:**

Dates: _____

Times: _____

EXACT LOCATION: _____

- Vendor requests Proctor City Council approval of designating the described **PUBLIC PROPERTY** for **outdoor/open alcohol sales and consumption:**

Dates: _____

Times: _____

EXACT LOCATION: _____

MAP MUST BE PROVIDED with event name, dates, times, position of gates, alcohol consumption area, position of music and stage, all beer, alcohol and food wagons listed on map.

- Vendor agrees to defend and indemnify the city and hold it harmless from any and all claims, allegations, causes of action and lawsuits arising out of this agreement for the street dance and public property designated for alcohol consumption and sales.
- Vendor agrees to pay the City of Proctor **\$100.00 for the event permit.**
- Vendor will make arrangements and provide and pay for the required **electrical power** to the fenced in area.
- Vendor will provide, erect and take down **fencing** to enclose an area of the City of Proctor as shown in attached map and description, with said area to be utilized by the vendor for the purpose of an outdoor dance, public alcohol sales and public alcohol consumption. Said fencing shall be six feet high and should be in place by _____ [Date and time]

- Vendor requests that there be _____ number of **gates** for exit and entrance into the street dance/event area. Vendor agrees to cover expenses incurred as a result of enclosed said area for the street dance. All gates will have **posted signs** as required by Proctor Police Department.
- Vendor agrees that every person will be checked for identification before entry into venue. All gates will have security personnel contracted by vendor with appropriate identification checking ID's. Persons of the legal drinking age will receive a non-removable Wrist Band indicating that they are of legal age. No person under 21 years of age shall be permitted into the fenced area. Vendor shall make no sales of intoxicating liquor (to include 3.2 beer and other malt or wine product) to any person who does not have a valid Wrist Band. Customers within the fenced area shall be required to purchase a valid Wrist Band commencing at _____ [date and time].
- Vendor agrees to provide _____ [number] of security personnel that will be available from _____ [starting hour] to _____ [ending hour] on _____ [date] with all security personnel available until the time the outdoor liquor sales are complete _____ [date and hours] and the area is cleared, as determined by the City of Proctor Police Department.
- Vendor requests the City to provide an appropriate number of uniformed **police officers** to patrol the City of Proctor during the event dates. The vendor agrees to abide by City Ordinance 03-15 Section 601.B – Public Safety requirements regarding staffing of officers to provide assistance within the street dance/event area.
- Vendor agrees to pay for _____ [total number of hours] hours, per officer(s) at the rate of \$58.00 per hour.
- Vendor requests that the City of Proctor accept the provided individual **liquor liability insurance certificates and general liability insurance certificates** in the amount of the Minnesota State mandated municipal liability of the involved (MN Statute 466.04). Such certificates will also name the City of Proctor as additional insured by each vendor.
- Vendor agrees to make all arrangements and cover costs involved for **cleanup** of the event area. Vendor will clean up the event and street dance area by _____ [date and time]. A **\$500.00 cleanup deposit** is required by ordinance, Sec. 610.04, subd. 5 and will be submitted prior to the event.
- Vendor will contract with a responsible vendor for _____ [number] of **portable restrooms** near the fenced in area, per Portable Rest Room Guidelines. Vendor is responsible for the cost of portable restrooms shall be paid for out of gate receipts.

- Vendor agrees that any outdoor music may begin no earlier than 12:00 p.m. on _____ [date] and stop by 12:00 a.m. on _____ [date]. The cost of the music shall be paid for out of gate receipts. Vendor agrees to pay for any difference between gate receipts and cost of such outdoor music.
- Liquor may be served outdoors beginning at _____ [starting hour and date] and stop by _____ [ending hour and date]. Please describe any requested modifications to hours prescribed:

Modifications to City Code must be approved by City Council.

- Any Proctor liquor licensee holding an "on sale" liquor license and having signed this proposal may locate a beer wagon or booth of open alcohol sales to take place between 12:00 p.m. and 12:00 a.m. each event calendar day listed above. Said beer wagon or booth must be located on the physical property that has the liquor license. **Vendor agrees to pay applicable city fees for each beer wagon that is located off the property holding the city liquor license.**
- Vendor agrees that any and all selling of or dispensing of alcoholic beverages at any event regulated hereunder shall conform to state and city laws and ordinances, to be enforced by the applicable policing units.
- **Vendor agrees that all beverages within the fenced in area and designated Public Property Consumption areas shall be either in plastic containers or aluminum cans.**
- Vendor agrees all alcoholic beverages served in the fenced in area or allowed onto designated Public Property shall be beer, wine or wine coolers only, unless approved by City Council.
- An admission fee will be charged for entrance into the fenced area, and admission proceeds belong to the vendor. Vendor is responsible for City of Proctor agreed upon expenses.

Any such licensee will be bound to the provisions of the agreement as though such license was a party hereto.

Review process: All vendors, participants, and involved parties will be invited to attend a review meeting following this event/street dance.

So proposed this _____ day of _____, 2018.

By: _____
 Sponsor of Event