

# City of Proctor Special Event Application

**Event:** \_\_\_\_\_

**Event Schedule (use additional sheets if needed)**

| Start-End Dates | Starting Time | Ending Time | Anticipated Attendance |
|-----------------|---------------|-------------|------------------------|
|                 |               |             |                        |

**Event Location/Address:** \_\_\_\_\_

**Property Owner's Permission**

*I, the undersigned as owner or administrator of the property where the event will be located, grant permission for use of this property for the event described above.*

\_\_\_\_\_  
 Signature of **Property Owner**  
 or **City Administrator** (City of Proctor)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Number

**Organization Name:** \_\_\_\_\_

**Address/Phone/Email:** \_\_\_\_\_

**Person Responsible for Coordination of Event**

Name/Phone/Email: \_\_\_\_\_

**Secondary Contact**

Name/Phone/Email: \_\_\_\_\_

**General Event Information**

YES   NO   Will you use any city property, including streets. Please list all city property that will be used, and include on site map. \_\_\_\_\_

YES   NO   Will you use outdoor lighting or electricity provided by the City of Proctor? If yes, please describe and sign statement below.

***As sponsors of the event listed in this application, we have requested the use of outdoor lighting/electricity to be provided by the City of Proctor. We agree to pay the city's cost in providing this service as per City Ordinance, Chapter 610A, subd. 4.***

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

YES NO Will your event include amusement rides, inflatable structures and/or children's games?

**NOTE:** All amusement rides must be approved by the City of Proctor.

YES NO Will your event include the use of fireworks or other pyrotechnics?

**NOTE:** A permit obtained by the City of Proctor Fire/Rescue Department is required

### **Entertainment**

YES NO Will your event have musical entertainment?

YES NO Will your event use amplified sound equipment?

YES NO Will your event require the use/construction of a stage?

### **Security/Safety**

Your event will be reviewed by the Proctor Public Safety Committee to determine public safety assistance needs.

YES NO Will you be using a licensed professional security company?

Company Name/Contact Person: \_\_\_\_\_

Phone Number/E-Mail: \_\_\_\_\_

YES NO Will your event involve the use of traffic safety equipment? Describe.

\_\_\_\_\_

### **Site Plan**

You are required to provide a diagram of your event site plan and/or route and include the following items.

- Outline of the entire event venue including the names of all streets that are part of the venue and surrounding area.
- Location of tents, fencing, barriers, parking and emergency access.
- Location of stages, tents, generators, portable toilets/restrooms, vendors, food booths, cooking areas and other temporary structures.

### **Vendors/ Food / Beverage**

YES NO Will you have vendors at your event?

If yes, you must provide a vendor list and items/services that will be sold.

YES NO Will food be served at your event?

Where will the food be prepared? \_\_\_\_ On Site \_\_\_\_ Off Site

YES NO Will you serve beer and/or wine?

Will it be sold or provided free to attendees? \_\_\_\_\_

- Must have current liquor license, and provide copy of liability insurance with additional liquor liability naming the City of Proctor as an additional insured.

**-EVENT SPONSOR-  
RELEASE AND INDEMNIFICATION AGREEMENT  
City of Proctor Minnesota**

**THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to engage in the following special event activities on City of Proctor property (name of event): \_\_\_\_\_

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

\_\_\_\_\_  
**(Special Events Holder initials here)** \_\_\_\_\_

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES \_\_\_ NO \_\_\_

**(Special Events Holder initials here)** \_\_\_\_\_

- C. **We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.**

**(Special Events Holder Initials here)** \_\_\_\_\_

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

**(Special Events Holder Initials here)** \_\_\_\_\_

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

**(Special Events Holder Initials here)** \_\_\_\_\_

F. We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs and attorneys' fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self-insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) \_\_\_\_\_

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) \_\_\_\_\_

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) \_\_\_\_\_

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) \_\_\_\_\_

**IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special event holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the special Event Holder hereto.

**PRINTED NAME OF SPECIAL EVENTS HOLDER:** \_\_\_\_\_

**NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

- **Current liability insurance in the amount of \$2,000,000 naming the City of Proctor as an additional insured must be on file prior to the event. If you are serving liquor, you must have *additional* liquor liability insurance in the amount required by MN Stt. 340A.409**