

City of Van

ACTIVITY PERMIT APPLICATION

IMPORTANT DETAILS

A permit is required for events taking place on City of Van property or streets utilizing City services or affecting municipal policies and affairs. Applicants must check each box below to indicate they have read and understand the following important details...

- Application and \$15.00 non-refundable permit processing fee must be submitted to the City Secretary's Office at Van City Hall, 189 South Maple Street.
- Applications must be submitted a minimum of 45 days prior to the event, although additional time is highly recommended. (Application for street closure for more than 4 hours on state or farm to market road requires 60 days' notice.)
- All needs must be finalized and all requirements must be met at least 10 days prior to the event.
- If event requires the use of a City of Van community center typically rented from the City Hall, it is the responsibility of the applicant to make separate rental arrangements and pay any associated fees.
- The City Secretary will review all Activity Permit Applications to determine final approval; and, if approved, the application will be forwarded to the Public Safety Departments for coordination of needs and approval, the application will be forwarded to the Public Works Director for coordination of needs and approval, the application will be forwarded to the City Administrator for reviews and approval. All parades and street closures will have to be reviewed with final approval from the City Council.
- The Public Safety Departments will contact the applicant to discuss/coordinate the public safety needs related to the event. The number of officers necessary for the event will be determined by the Public Safety Departments based on the route and/or event being conducted.
- Additional fees for other City services may also apply such as the provision of additional trash dumpster.
- Incomplete applications will not be considered and will be automatically denied.

APPLICATION CHECKLIST

The following items should be submitted with the application, and applications will be considered incomplete if any of the items are missing. Applicant must mark each box to indicate the requirement has been met; or (1) explain in the space provided why the requirement has not been met and (2) provide the date of when the requirement will be met.

- A map showing the event area and route (if applicable) with electrical needs (if applicable). The need for street barricades and traffic must also be identified.
- _____
A description of the event with a schedule/itinerary.
- _____
Copies of all permits and licenses required for the event (for example, Texas Alcoholic Beverage Commission permits, Health District food permits etc.). Additional information on this requirement is provided within this application. These copies must be submitted to the City Secretary no later than ten days prior to the event.

APPLICANT (EVENT COORDINATOR/MANAGER) CONTACT INFORMATION

Name _____

Organization _____

Mailing Address _____ City _____ State _____ Zip _____

Telephone Number _____ Cell Number _____

Email Address _____ Fax Number _____

EVENT INFORMATION

Name of Event _____

Date of Event _____

Time of Event _____

Setup Arrival Time _____ Cleanup Time _____

Mark the category that best describes the event:

- Non Profit/Community Event
- Charitable Event
- Private Event
- City Event
- Recreational/Sporting Event
- Parade/March
- Other (Describe: _____)
- School District

____ Street Closures (Applicant must list all streets that will be affected or closed for the event.)

____ Cones and Barricades (Applicant must list the number of City cones and barricades that will be needed for the event.)

____ Additional Trash Cans (Applicant must list the number of additional trash cans that will be needed for the event and where they will be needed.)

Depending on the event, various other permits may be required. Place a check mark in the space provided if the event will require the indicated type of permit. If the event does not require the indicated type of permit, applicant should place "N/A" in the space provided.

- Sale or distribution of alcohol (Texas Alcoholic Beverage Commission permit)
- Preparation and sale of food (Temporary Food Permit/Health District if required)

Proof of all permits must be submitted at least ten days before the event.

INDEMNITY AND HOLD HARMLESS AGREEMENT - MUST BE SUBMITTED WITH APPLICATION

STATE OF TEXAS
COUNTY OF VAN ZANDT
CITY OF VAN

In consideration of the City of Van authorizing the temporary closure of certain streets, rights-of-way or other City property, namely:

(Name of Streets and/or Parks Involved)

for the use of _____ (hereafter called Sponsor)
(Name of Organization)

for the purpose of _____
(Purpose of Event)

to be held on _____, 20_____, sponsor hereby agrees
(Date of Event)

to indemnify, protect, and hold harmless the City of Van, officers, City officials, volunteers and employees from and against any and all liability or alleged liability in any form whatsoever including but not limited to all claims, demands, suits, judgements or causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of persons and any losses for damages to property caused by or alleged to be caused, arising out of, or alleged to arise out of, either directly or indirectly from any cause whatsoever in connection with or incidental to the temporary closure of certain streets, rights-of-way or other City property, as described above, **WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, VOLUNTEERS AND EMPLOYEES, OR WHETHER IT IS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.** Notwithstanding the foregoing, the Sponsor specifically agrees to so indemnify, protect, and hold harmless the City from and against any and all liability that may be made or pursued by any agent, employee, officer or other person connected to Sponsor or by any person who is a participant or bystander at Sponsor's event in connection with or incidental to the temporary closure described above which is alleged to be attributed to any condition of or upon the City's property, facilities, material, or equipment. The Sponsor also agrees to waive any and all claims it may have against City resulting from or arising out of claims and suits covered by this Agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against City, its officers, officials, volunteers and employees. Sponsor further agrees to release the City its agents, officers and employees from all claims, demands, suits, causes or action or judgements which Sponsor ever had, now has, or may have in the future or any claim to have against the City, arising out of or in any way connected with the temporary closure described above, **WHETHER OR NOT SAID CLAIMS, DEMANDS, SUITS, CAUSES OR ACTION OR JUDGEMENTS ARE CAUSED BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, OFFICIALS, VOLUNTEERS AND EMPLOYEES, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.**

Date: _____

By: _____
Signature

Printed Name and Title

Address

Above Signature Attested By

APPLICATION ACCEPTED BY CITY SECRETARY: _____
Signature Date

INSURANCE INFORMATION

INSURANCE. Sponsor will provide continuous enforcement of adequate insurance issued by companies authorized to conduct business in the State of Texas covering all employees employed by the Sponsor. The Sponsor shall keep in full force and effect during the term of this agreement insurance in the following types and minimum amounts:

<u>TYPE</u>	<u>AMOUNT</u>
Workers' Compensation Employer's Liability	<u>Statutory</u> \$1,000,000.00
Comprehensive General Liability, Including Contractual Liability, Injury Liability.	<u>Bodily Injury</u> \$500,000.00 per person \$1,000,000.00 aggregate <u>Property Damage</u> \$250,000.00 per occurrence \$500,000.00 aggregate
Comprehensive Automobile liability, Including Owned, Non-Owned and Hired Car Coverage.	<u>Bodily Injury</u> \$500,000.00 per person \$1,000,000.00 aggregate <u>Property Damage</u> \$250,000.00 per occurrence \$500,000.00 aggregate

The Comprehensive General Liability policy will name the City of Van its officers, officials, volunteers and employees as additional insured. The Workers' Compensation policy will reflect a "waiver of subrogation" in favor of the City of Van. All insurance policies shall be subject to the examination and approval of the City for their adequacies as to form, content, form of protection, and insurance company. The Sponsor shall furnish to City's Risk Manager, for the City files, certificates or copies of the policies, plainly and clearly evidencing such insurance, with exclusions, exceptions, or limitations, prior to the execution of this agreement by all parties and thereafter new certificates or policies prior to the expiration date of any prior certificate or policy. Sponsor understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with these insurance requirements shall be cause for termination of this agreement. All insurance policies required herein shall also provide that such insurance shall not be canceled or materially changed without a minimum of thirty (30) days' advance notice in writing to the City. Sponsor further agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the City, its officers, officials, volunteers and employees.

