

CITY OF CLEARWATER, KANSAS
SPECIAL EVENT PERMIT
ON PUBLIC PROPERTY WITHIN
THE CLEARWATER CORPORATE LIMITS

Please return to the City building a minimum of **60 days** prior to the event.

Permitee: _____

Permitee Group or Organization (if any): _____

Permitee Address: _____

Permit Date(s): _____

Permit Hours: _____

Description of the Area to be Utilized Pursuant to this Permit: _____

Description of Special Event Activities Permitted Pursuant to this Permit: _____

Permit Conditions:

1. Hours of Operation: Pursuant to this permit, the above-described Area to be Utilized Pursuant to this Permit is permitted to be utilized for the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

2. Street Closure: The following street(s) are to be closed to non-emergency traffic on the Permit Date(s) during the Permit Hours: _____

3. Parade: One parade spanning from _____ to _____ shall be permitted on one of the Permit Date(s) during the Permit Hours. In accordance with Section 8 below, Permitee, in conjunction with the Permitee Group or Organization (if any), is responsible for the removal of any trash or other debris generated during the course of such parade.

4. Posting: During the entire time this special event permit is in effect, it shall be conspicuously posted within the above-described Area to be Utilized Pursuant to this Permit.

5. Emergency Vehicle Access: A clear path for emergency vehicle access should be maintained across and through the above-described streets on the Permit Date(s) during the Permit Hours.

6. Setbacks: All carnival rides, amusements, midway games, concessionaire stands and equipment as well as all other temporary structures erected in the above-described Area to be Utilized Pursuant to this Permit shall be set back not less than forty (40) feet from all street rights-of-way not closed to non-emergency traffic as set forth above.

7. Adequate Sanitary Facilities: Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for assuring that the above-described Area to be Utilized Pursuant to this Permit contains adequate sanitation facilities. Adequate sanitation facilities shall be determined on the basis of one (1) temporary restroom facility per one hundred (100) estimated people in attendance per hour. In this regard, Permittee, in conjunction with the Permittee Group or Organization (if any), shall provide _____ () porta potties, properly secured by stakes to the ground, to be utilized in conjunction with the above-described Special Event Activities within the above-described Area to be Utilized Pursuant to this Permit. Additionally, the City of Clearwater will also open its public restroom facilities located within the above-described Special Event Activities on the Permit Date(s) during the Permit Hours.

8. Trash: Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for providing the appropriate number of trash containers to contain any trash or other debris generated during the above-described Special Event Activities within the Area to be Utilized Pursuant to this Permit, including the placement of containers by all concession areas. Permittee, in conjunction with the Permittee Group or Organization (if any), is also responsible for the removal of any trash or other debris generated during the course of the above-described Special Event Activities from the Area to be Utilized Pursuant to this Permit as well as its surrounding vicinity.

9. Indemnification: Permittee, in conjunction with the Permittee Group or Organization (if any), shall assure that the City of Clearwater is indemnified against any and all losses incurred in connection with the above-described Special Event Activities by procuring and attaching to this Permit the following insurance coverage which names and indemnifies the City from any and all liability in this regard on a primary and non-contributory basis and includes a waiver of subrogation in favor of the City of Clearwater:

- General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 per aggregate;
- Workers' compensation coverage for all event employees or volunteers; and
- Umbrella insurance with limits no less than \$1,000,000.

10. Permits: A Special Event Permit fee of \$0.00 is required to be paid to the City of Clearwater prior to Permit issuance. The Permittee, in conjunction with the Permittee Group or Organization (if any), is responsible for filing and obtaining all additional necessary and/or appropriate permits and licenses. All costs of such permits and licenses will be the responsibility of the Permittee, in conjunction with the Permittee Group or Organization (if any).

11. Compliance: Strict compliance with all applicable state and local statutes, codes, ordinances, resolutions, rules and regulations as well as the terms and conditions of this Special Event Permit is a condition precedent to the continued validity of this Permit. Any failure to comply immediately nullifies the validity of this Permit. Upon written notice of such nullification to the Permittee or any other member of the Permittee Group or Organization (if any) from the Mayor of the City of Clearwater, all of the above-described Special Event Activities shall immediately terminate. Any continuation of the above-described Special Event Activities in violation of such written notice of nullification may constitute violation(s) of applicable state and local statutes, codes, ordinances, resolutions, rules and regulations.

ISSUED this _____ day of _____, 202_.

SEAL
ATTEST:

MAYOR, BURT USSERY

CITY CLERK, COURTNEY ZOLLINGER