

# Special Event Contract Dequirements & Hold Harmless Agreement

#### SPECIAL EVENT CONTRACT REQUIREMENTS

- \* The EVENT ORGANIZER shall purchase and maintain the following insurance:
  - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence bases.
  - Events with Alcohol: Certificate of Insurance must include liquor liability coverage.
  - Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by EVENT ORGANIZER with a combined single limit of \$1,000,000 minimum.
  - Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance and minimum limit of \$1,000,000 per accident.
- \* All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
- Prior to activities commencing the EVENT ORGANIZER shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
- \* No provisions of this agreement shall constitute a waiver of the City's right to assert a defense based on the sovereign immunity, official immunity or any other immunity available under law.
- \* If the event organizer maintains higher limits than the minimums required, the City requires and shall be entitled to coverage of the higher limits maintained by the event organizer.
- \* Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.
- \* If the event involves physical activity and a participant fee (such as 5k fun run), the EVENT ORGANIZER must include and protect the City in its hold harmless wording on their participant waivers.
- \* Approval from City Council at a Council meeting where required.

### INDEMINIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, EVENT ORGANIZER agrees to indemnify, defend and hold harmless the City of Cameron, its officers, agents, volunteers, employees, invitees, and lessees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to EVENT ORGANIZER'S use of City facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of the EVENT ORGANIZER, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the EVENT ORGANIZER or anyone for whose act as the EVENT ORGANIZER may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

# CITY OF CAMERON, MISSOURI A MUNICIPAL CORPORATION

CITY OF CAMERON	EVENT ORGANIZER
Mayor, City of Cameron	Authorized Representative
ATTEST:	Title
City Clerk	Date



### **Special Event Request Application**

<b>Type of Event -</b> If request involves any portion of Highway 69, otherwise known as Walnut Street, approval must			
be obtained from the Missouri Department of Transportation.			
<ul> <li>Temporary Street Closure for Neighborhood Party (barricade supplement form required)</li> <li>No insurance required. Must sign hold harmless agreement.</li> </ul>			
Temporary Street Closure for Sponsored Event (barricade supplement form required)			
<ul> <li>Provide mailed notice to affected properties r</li> </ul>		ong with any	
event fliers. Send City the mailing list used and a			
required.			
Parade			
<ul> <li>If held where businesses are affected, provide</li> </ul>			
to the event along with hand delivered event fli		sed and all	
copies. If barricades are needed, submit a suppl			
Must provide a copy of the parade route map	ρ		
Parking Lot Event (ie. Farmer's Market)  Be sure to check local codes for temporary structure.	atumas tamta alaatmia ata muianta tha ausurt	Damesita masu ba	
Be sure to check local codes for temporary structured. Event sponsor is responsible for clean up after t			
		SII, Etc. NO	
permanent pavement markings are allowed. Use spray chalk or tape for event markings.  Description of Event			
		$\neg$	
Requested Location of Event or Street Closure			
Assistance Requested of the City			
Date O Davis de CTive for Franch or Charles Clares	Estimated Attack		
Date & Period of Time for Event or Street Closure	Estimated Attendance		
Will alcohol he conved at event?			
Will alcohol be served at event? ☐ No ☐ Yes We recommend liquor application to City Clerk at least 100 days prior t	to event) Alcohol Caterer's Name ( if Applic		
we recommend inquot application to city clerk at least 100 days prior t	deventy Aconor Caterer's Name ( ii Applic	ablej	
Organization /Company Name	Applicant/Event Organizer Name		
	, ,		
Address	City State	Zip	
Daytime Phone	Applicant's Signature & Date		
office Use)			
QUIRED DOCUMENTATION PRIOR TO EVENT:			
Certificate of Insurance with Commercial General Liability limits of \$1,000,000	I per occurrence & \$2,000,000 general		
aggregate written on an occurrence basis			
Additional Insured Endorsement listing the City as additionally insured			
☐ Events with Alcohol: Certificate of Insurance must include liquor liability coverage ☐ Signed Hold Harmless Agreement			
Signed Hold Harmless Agreement  Parade Route Map			
Downtown Business Owners' Approval of Street Closure OR City Council Approval			
proved/Denied by: City Manager Director Public Safety  City Clerk Director Public Works			
City Clerk Director Public Works te Approved by City Council:			

## **Barricades Supplemental Form**

If your event will not require the use of any barricades, you do NOT need this form.

For those special events requiring barricades, we have listed the following classifications:

Events held on residential streets NOT connecting to Walnut/U.S. 69 -

Event organizers for these types of events, such as neighborhood block parties, etc. can obtain barricades from the water treatment plant at any time. However, daytime pickup is preferred. If the barricades are picked up in the evening, it is advisable to call the water plant operator ahead of time, so they will be aware that you are coming to pick up the barricades. A deposit is required. The event organizer will be responsible for acquiring, loading, setting up and returning the barricades to the water treatment plant. They should be picked up no earlier than 24 hours prior to the event and barricades are due back to the water treatment plant within 24 hours after the event.

Events held on streets adjacent to McCorkle Park, Walnut/U.S. 69 or major collector or arterial streets (streets marked as emergency snow routes) –

These events will need to have a traffic control plan and barricades supplied by a company that provides appropriate MUTCD traffic control equipment (barricades, cones, signs, etc.). Some companies will even provide complete set up if desired by the event organizer. The traffic control company used by the event organizer must use standard accepted MUTCD practices for traffic control devices. (Exception: events managed by the City staff and department heads (police, fire, public works, utilities) will most often use City-owned barricades for set-up where applicable).