

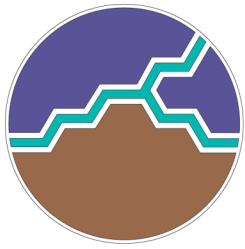


Special/Public Event on City Property PROCESS GUIDE & APPLICATION

Special Event Applications submitted to the City of Yuma 45 days or more prior to the event shall have a \$10 application fee; this is required for the Special/Public Event Application. This fee is non-refundable.

Upon submittal of a complete application, staff will review the proposed use for conformance with City of Yuma codes and policies, site availability, and appropriate use of city facilities. Staff will also determine if additional permits are required and inform the applicant of additional procedures to follow. The applicant will be contacted by the Special Events Coordinator at City Hall with the city's decision. Additional permits may take longer and require a physical inspection prior to final approval.

Application Renewal: Special/Public Event Applications are not renewable and new submission is required per new event.



OFFICE USE ONLY Date received: _____

Special/Public Event Application Information

Date Submitted: _____

E-Mail: _____

Organization Name: _____

City of Yuma Business License/Tax ID: _____

Point of Contact: _____

Completed Special Event Application may be dropped off at City Hall or mailed to:

Phone Number: _____

City of Yuma

Address: _____

Attn: Special Events Coordinator

One City Plaza

Yuma AZ 85364

Event Information

Name of Event: _____

Onsite Coordinator: _____

Address/Location of Event: _____

Cell Phone #: _____

E-mail: _____

Date of the Event: _____

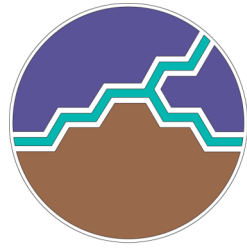
Hours of Event: _____

Estimated Attendance: _____

Set-Up Date/Hours: _____

Clean-Up Date/Hours: _____

Event Description: _____



COVID Notice

COVID Notice: The city has the right, but not the obligation, to cancel or suspend, in whole or in part, the special/ public event either based upon federal, state (including all Governor Executive Orders), County Health Department, or city orders, proclamations, or directives that are put in place, or based upon information received by the city of the impact or spread of COVID-19 in the region or within a specific location. Such suspension or cancellation may occur up to and on the day of the event with minimal or no advanced notice.

Should applicant be permitted to conduct the event activity, the applicant acknowledges and agrees that:

1. Participants may be exposed to an illness from infectious diseases, including, but not limited to, MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. It is applicant's sole and exclusive responsibility for determining what protocols or parameters that it should have in place for the event, including, but not limited to, what social distancing protocols should be in place.
3. APPLICANT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, and assumes full responsibility for conducting the event.
4. Applicant willingly agrees to comply with the stated and customary terms and conditions for participation with regards to protection against infectious diseases. For purposes of this application, as it pertains to the city, it is the Applicant's and participants' sole discretion as whether they will remove themselves from participation and bring such to the attention of the appropriate Applicant member or agent.
5. Applicant, HEREBY RELEASES AND HOLD HARMLESS the city, its officers, officials, agents, and/or employees, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. WITH MY SIGNATURE, I AM AUTHORIZED TO BIND THE APPLICANT TO THIS APPLICATION AS WELL AS THIS ASSUMPTION OF RISK AND WAIVER .

Signature

Date

Special Event on City Property

PERMITS/REVIEWS/FEEES REQUIRED

Note: Events with certain characteristics may require additional permits/fees.

Sales

Will there be an admission charge and/or items/services sold at the event?

YES NO

If so, a City of Yuma business license is required unless the organization is a registered non-profit. The business license number must be provided on this application.

Note: Every vendor must also have a business license.

If org. is a registered nonprofit, provide Tax Exempt ID or other proof of status.

Alcohol

Will the event include the sale or serving of alcohol?

YES NO

If yes, a State of Arizona Special Event or Extension of Premises Liquor License must be submitted. That application number must be provided on this application.

Type of license requested:

Medical Plan

Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

YES NO

Provider/Address/Phone:

Right of Way Usage

Will the event require any closures or restriction of streets, sidewalks, or alleys?

YES NO

If so, a separate Traffic Control Plan indicating vehicle/pedestrian traffic control, detour routes, directional signs, and street closures must be submitted. Police department approval is required.

Parking and Shuttle Plan

Will your event involve the use of parking/shuttle plan?

YES NO

Describe or attach:

Safety Equipment

Will your event involve the use traffic safety equipment?

YES NO

Provider/Address/Phone:

Food Concessions or Preparation

Does your event include food concession and/or preparation area?

YES NO

Please describe:

Portable Restrooms

Do you plan to provide portable restroom facilities at your event?

YES NO

Number of Portable Toilets _____

Number of ADA Toilets _____

Provider/Address/Phone:

Tents and Booth Setup

Will your booth space require a tent shade?

YES NO

*No shades over 200 square feet will be used.

Fireworks

Will this event have fireworks?

YES NO

*Note permits are required if event has fireworks.

The Certificate Holder must be named as follows: City of Yuma, Yuma, Arizona

All certificates are to be sent to:

City of Yuma,
ATTN: Special Events Coordinator
One City Plaza
Yuma, AZ 85364-1436

_____ **A. Commercial General Liability**

INITIALS

Event Sponsor shall maintain limit no less than \$1,000,000.00 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.00. The policies of insurance shall name the "City of Yuma" as Additional Insured and the Additional Insured status shall be shown on the Certificate of Insurance and through policy language or an Endorsement. Event Sponsor also agrees to waive subrogation against the City of Yuma and the City's employees, agents, officers, and officials and the agreement to waive subrogation shall be shown through policy language or an Endorsement. Finally, the Event Sponsor agrees that its policy of insurance shall be primary, non-contributory, and the policy of insurance being primary, non-contributory shall be shown through policy language or an Endorsement. If Event Sponsor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Event Sponsor.

_____ **B. Worker's Compensation and Employers' Liability**

INITIALS

Event Sponsor understands and agrees that Event Sponsor's employees, agents, and directors, are not serving as employees, agents, or partners of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Event Sponsor acknowledges that any injury its employees sustain in the performance of this Contract will be not be eligible for industrial benefits and any necessary treatment will be Event Sponsor, or Event Sponsor's insurer's, sole responsibility. Event Sponsor shall notify its insurance carrier that Event Sponsor has waived subrogation against the City, and the City's employees, agents, officers, and officials with regard to Worker's Compensation and Employers' Liability.

_____ **C. Indemnification:**

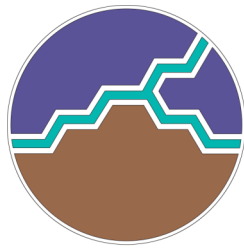
INITIALS

I _____ am an authorized representative of the event sponsor and to the fullest extent allowable by law, Event Sponsor agrees to indemnify, defend, and Initial hold harmless the City, and its departments, agencies, agents, officials, officers, directors, employees, and volunteers (collectively "Indemnatee") for, from and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which Indemnatee may become subject, under any theory of liability whatsoever, (collectively "Claims") whether real or asserted, resulting from and/or arising out of Event Sponsor's intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this Contract, except to the extent such Claims arise out of or are based upon the acts, mistakes, errors, or omissions of Indemnatee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Event Sponsor's departments, agencies, directors, officers, employees, volunteers, contractors, subcontractors, and independent contractors, whether employed directly or indirectly by Event Sponsor.

The amount and types of insurance coverage required above are minimum amounts and do not limit the scope of indemnity required.

Applicant Name _____

Signature of Authorized Representative _____ Date _____



SUBMITTAL CHECKLIST

Note: Please submit all plans on 8 1/2" x11" paper and attach to application.

- ___ 1. Special/Public Event Application complete
- ___ 2. Certificate of Insurance (naming the City of Yuma Additional Insured and Certificate Holder)
For events occurring on city-owned property, the applicant must provide a certificate of insurance for commercial general liability, auto liability, and liquor liability (if applicable), naming the City of Yuma as additional insured. Certificate(s) of Insurance should be submitted with the Special Event Application. Minimum limits are as follows:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - \$1,000,000 automobile liability (or non-owned automobile liability if applicable)
 - \$1,000,000 liquor liability insurance
- ___ 3. City of Yuma Business License/Tax ID
- ___ 4. A copy of any necessary State of Arizona Application for the sale of Alcohol attached
- ___ 5. Copy of Private Patrol Operator's license from Security Organization (if applicable)
- ___ 6. Site Plan attached (of the event area with the locations of the following)
 - Buildings/structures
 - Merchandise/food vendors
 - Stage/Entertainment
 - Access/admission points
 - Open flames/cooking areas
 - Tents/canopies
 - Carnival/amusement rides
 - Parking
 - Generators/light towers
 - Temporary fencing
 - Signs
 - If race, also requires: course map, location of restrooms and water stations and emergency action plan.
- ___ 7. Traffic Control Plan attached (if applicable)
- ___ 8. All additional permits necessary attached (i.e. for inflatables, fireworks, or tents larger than 200ft)
- ___ 9. The indemnification Standard Hold Harmless Clause for Special Events Application section is complete
- ___ 10. Payment of Facility and Staffing Fees
- ___ 11. ADA accessible portable toilets (provider information setup/pickup; must be removed from city property at the end of the event.
- ___ 12. Letter of notification to the proposed street closure. (property owners/business owners/residents)