



Special Event Road Closure Permit Application

penticton.ca

Date of Application: _____, 20____ No.: _____

Please return completed application form to: BY MAIL TO: Julie Holowaty, Engineering Secretary 616 Okanagan Avenue East Penticton, BC V2A 3K6 P: (250) 490-2521 E: julie.holowaty@penticton.ca F: (250) 490-2557	BY HAND TO: 616 Okanagan Avenue East (Public Works Yard)
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Event Name: _____

Organization Name: _____

Event Date(s): _____ Day(s) of the Week: _____
(eg. JAN/01/2015) (Sat/Sun/Mon, etc)

Event Time(s): Start Time: _____ Finish Time: _____
Set-up: _____ End Clean up: _____

No. of Participants Expected: _____ No. of Spectators Expected: _____

Event Route: *(see page 2 of this application).*

Primary Contact Name & Phone Number for Application: _____

Primary Contact Name & Phone Number during event: _____

(I understand that as a Contact Person, my name and telephone number will be released to the public by the City of Penticton in regard to this application).

Mailing Address: _____ Postal Code: _____

Email: _____

Are you a non-profit organization? ____ yes ____ no

HAVE YOU ATTACHED THE FOLLOWING?:

Permit Fee (if applicable) - \$96.60 + \$4.83(PST)= \$101.43 (acct. # OPR694-057)

Advertising "Proof" & Dates

\$2,000,000 Liability Insurance

Route Map

(FOR CITY USE ONLY) In-Kind Grant to cover Permit Fee received and sent to Accounting for processing? _____

ADVERTISING REQUIREMENTS

A copy of the “proof” for all newspaper advertising for the event *indicating dates, locations and times of road closures*, including confirmation dates from the vendor for ad run dates, is to be submitted prior to the event to julie.holowaty@penticton.ca

INSURANCE REQUIREMENTS

Evidence of current liability insurance is required from an applicant proposing to use municipal streets, parks or facilities for special events is to be submitted prior to the event to julie.holowaty@penticton.ca

The minimum liability insurance requirements are as follows:

1. \$2,000,000 comprehensive general liability policy with inclusive limits for bodily injury and property damage liability including coverage for participants.
2. Cross-liability clause;
3. City of Penticton is named as Additional Insured;
4. 30 days prior written notice of cancellation or material change;
5. Executed copy of Certificate of Insurance, 10 days prior to the event.

Note: The applicant/company should be advised that they are fully responsible to determine their own additional insurance coverage they may require, if any; including Workers Compensation which is necessary and advisable for their own protection and/or fulfill their obligations in organizing the works including protection of the municipality.

ADDITIONAL INFORMATION

Should you answer “yes” to any of the following, and your road closure may also involve the use of a City park or greenspace, please contact the Recreation Coordinator at 250-490-2437 or events@penticton.ca.

	YES	NO
Alcoholic Beverages		
Food Preparation		
Merchandise or Food Selling		
Temporary Structures (Stages, Tents, etc)		
Entertainment		

STANDARD TERMS AND REGULATIONS FOR SPECIAL EVENT ROAD CLOSURES

The applicant (Event Manager) _____ will:
Name & Phone #

1. Be responsible for advising all attendees and will ensure that all attendees adhere strictly to all regulations posted and/or attached hereto. Failure to adhere to said conditions, terms and regulations could result in this permit being revoked without further notice and without refund of any fees paid.
2. Provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of regulations governing the Premise, Lands and Equipment.
3. Exercise the greatest care in use of the facility, lands and equipment and adjacent premises.
4. Be responsible for any damages incurred, said damages to be paid firstly by the applicant and/or their insurer.
5. Use only the Premises, Lands and Equipment named in this Agreement.
6. Not permit any other Group or Organization not named on this Agreement to use said Premises, Lands and Equipment without the authorization of The City Of Penticton.
7. Be responsible for leaving the Premises, Lands and Equipment clean. Failure to do so may result in an additional fee levied for maintenance.
8. Adhere to grass closure. Information may be obtained by calling the Parks Department at 250-490-2500.
9. Not use grass fields, parks etc., when closure is in effect unless specific authorization has been given by the City of Penticton.
10. Not place objects in or on grass fields without first consulting with the Parks Department.
11. Call the **Engineering Secretary at (250) 490-2521** and cancel the permit if you do not plan to use it.
12. Will not permit liquor or beer on any City premises or road right-of-way unless a liquor permit is in effect. A copy of said permit shall be presented and attached to this agreement.
13. Pay all fees levied according to this agreement including, but not limited to, costs associated to any breach of this agreement.
14. Additional conditions and comments may be included in the approved permit. Including, where deemed necessary by the City Engineer, the provision of a traffic management plan prepared by a Professional Engineer.
15. The City retains the right to cancel the event up to and including the day of the event, or at any time during the event in an emergency or if the applicant does not adhere to this or any other related permit conditions (e.g. Noise Bylaw Exemption, Parks). Organizers must designate a named on-site liaison person with authority to ensure compliance with permit conditions or stop the event if necessary at any time during the event.
16. For the operation of any electrical appliances of any type, engage an electrician to fulfill the role of FSR and ensure that electrical code compliance requirements are fully addressed to the satisfaction of the Electrical Safety Officer. Issues to be addressed include but are not limited to the following:
 1. Use only code compliant appliances, power bars, extension cords and adaptor cords and ensure all these items have visual markings indicating CSA compliance.
 2. Provide mechanical protection to all cords that extend across pedestrian and vehicle paths.
 3. Do not connect loads beyond the rating of an extension cord.
 4. Do not route cords along gutter lines or through depressions where water could collect and submerge the cord or a connection plug.
 5. Support any overhead extension cords.
 6. Provide code compliant grounding and ground fault interrupters for generators
 7. Ensure that any electrical cords extended from a building are plugged into sockets protected by ground fault interrupters.
17. For any food provided, obtain IHA approval.
18. For any mobile food concession serving food cooked and/or kept hot on site by an electric or combustible fuel, source, obtain approval from the Penticton Fire Department.

WAIVER OF INDEMNITY CLAUSE

The applicant accepts and will use the premises, lands and equipment at their own risk and agrees that neither the City of Penticton herein after referred to as the Municipality nor their officers, employees, servants, agents, heirs, successors and assigned have made any warranties or representations respecting the suitability or condition of the premises. The Applicant further agrees that it will indemnify and save harmless the municipality and their officers, employees, servants, agents heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs including legal or other fees incurred in respect of any such claim (s) or any actions (s) or proceedings (s) brought thereon arising directly or indirectly from or in connection with the granting of this Agreement and use of the Premises.

Prior to the execution of this Agreement the Applicant will obtain and maintain comprehensive general liability insurance including participants insurance, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the Municipality. The Municipality is to be included as additional named insured. Such policy will be written on a comprehensive basis with inclusive limits of not less than \$2,000,000 per occurrence including \$2,000,000 for bodily injury and/or death to any one or more persons including voluntary medical payment and property damage or such higher limits as the Municipality may require from time to time. The policy will contain a clause providing that the insurer will give the Municipality thirty (30) days prior written notice in the event of cancellation or material change. The Applicant will provide the Municipality with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the Municipality ten (10) days prior to the execution of said agreement.

It is the **sole responsibility of the Applicant** to determine what additional insurance coverage, if any, including but not limited to Workers Compensation, are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.

The Applicant understands and agrees that this Agreement may be revoked or cancelled at any time with or without cause. The municipality will make every reasonable attempt to provide a minimum 48 hours notice of a cancellation to the Applicant.

The Applicant warrants and represents that if he/she executes this Application on behalf of a Group or Organization and the Applicant has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.

The Applicant, in consideration of being granted permission to use the Premises agrees to be bound by the Terms and Regulations referred to above and if the Applicant represents a Group or Organization, the Applicant agrees to inform all responsible officials associated with the Group or Organization of the Terms and Regulations and Waiver of Indemnity Clause.

I have read the above and fully understand the Terms and Regulations and the Waiver of Indemnity Clauses and will comply with said document.

Signed and Witnessed this _____ Day of _____, 20_____.

Signature of Applicant

Signature of Witness

Print Name

Address