Application to Use or Close City Streets and/or Sidewalks

Date(s) of Event_____ Times From:_____ To: _____

Date of Street Closing:_____ Time of Street Closing: _____

Date of Street Reopening:_____ Time of Street Reopening: _____

Organization Name_____ Address _____
City/State/Zip_____ Fax_____
Contact_____ Telephone_____ E-mail_____
2nd Contact_____ Telephone_____ E-mail_____

Does the applicant have liability insurance that names the City as an additional insured? *_____Yes_____No
(**A Certificate of Insurance may be required of the applicant for this event and must be submitted to the Mayor's Office upon request.)*

Explain event or reason for request: _____

Streets you are requesting to use or close – **identify specific block.**

				Barricade Street	**Sidewalk Usage**
1.	from		to		
2.	from		to		
3.	from		to		
4.	from		to		

Specific assistance needed from City (Parking, Police, Fire, etc.): _____

Projected number of attendees:_____**(0-299)**_____**(>300)**

Events with more than 300 attendees on one parcel with overnight camping/lodging requires a mass gathering permit.

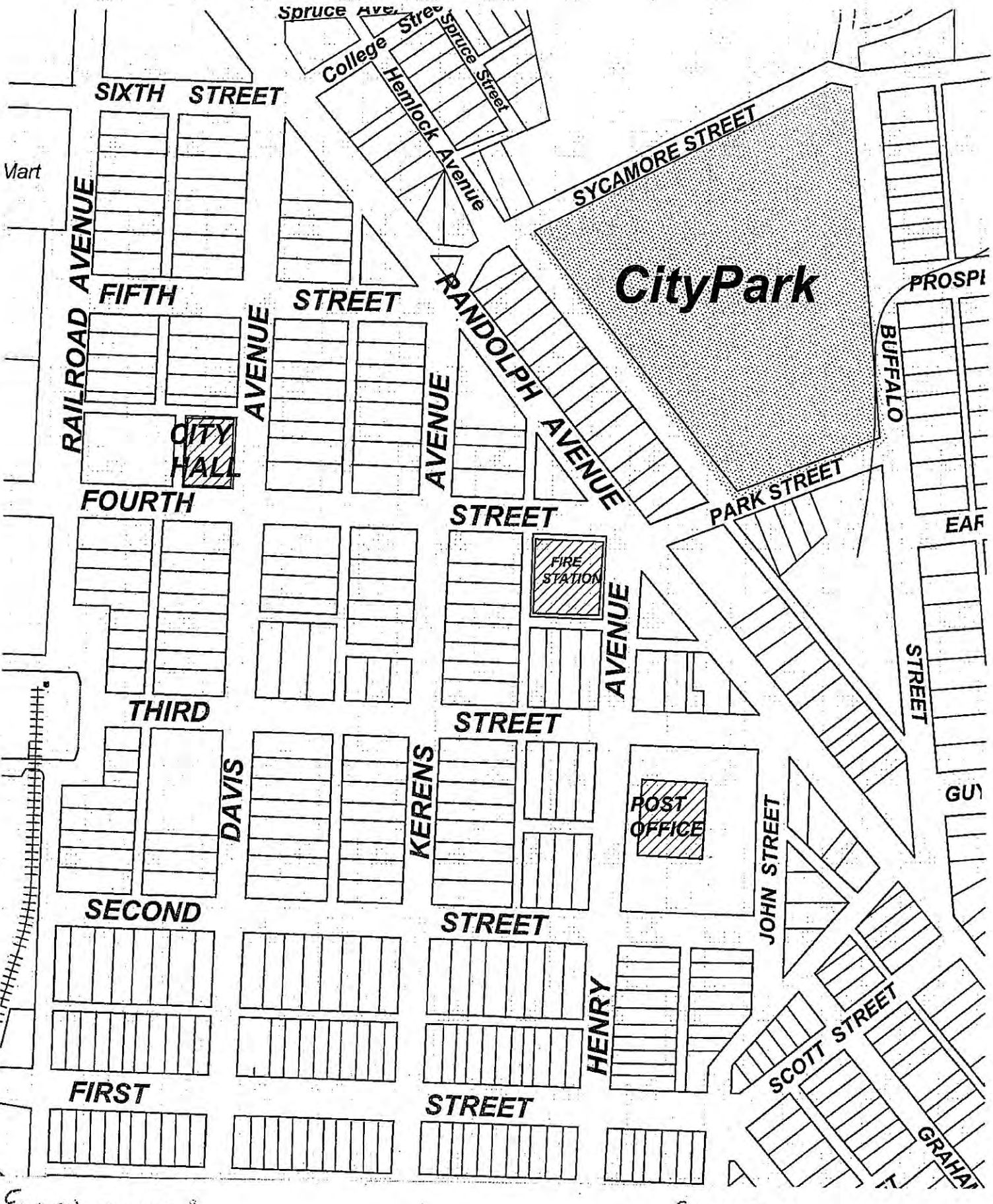
_____
Signature of Applicant **Date**

Initials	**Date**	**Reviewed By**
		City Clerk as to form and completeness of application
		Police Chief as to safety, traffic control, emergency access
		Fire Chief as to safety and emergency access
		Operations Manager as to traffic flow, barricade placement, effect on city operations
		For events in parks: **Parks Director** as to permission and planning
		Mayor (mark one): ☐ Approved ☐ Denied ☐ Referred to Council

Contingencies/Restrictions: _____

File this application at the Mayor's Office at least two months in advance of the requested event date to assure full consideration. Approval is subject to any restrictions or changes required by the City Administration, **or if necessary for public safety reasons.**

cc: Chief Travis Bennett, Police Department
Chief Steve Himes, Fire Department
Operations Manager Mike Kesecker
City Clerk Sutton Stokes
911 Center



Event name:

Streets:

Date | Time:

Event Insurance Requirements

Before your event can be approved, the City of Elkins must receive proof that:

1. You have insurance that will cover the event you are proposing (including a minimum $1 million liability coverage limit), **AND**
2. Your insurance company has named the City of Elkins as an "additional insured".

These steps can be accomplished in one of two ways, depending on whether your organization already carries insurance, or whether you will need to obtain insurance specifically for this event.

Insured Organizations

1. Contact your insurance carrier and describe your proposed event.
2. Verify that your policy has a minimum $1 million liability coverage limit.
3. If your insurance company confirms that your policy covers such an event, the only other necessary action is for you to ask to be provided a certificate showing "City of Elkins, West Virginia" as additional insured. (If your current policy doesn't cover such an event, or if your current policy has a liability coverage limit of less than $1 million, skip to the "Not Currently Insured" section, below.)
4. Submit this certificate to the mayor's office with your event application.

Not Currently Insured

1. Contact an insurance company to request "event insurance" for your proposed event (minimum $1 million liability coverage limit). Multiple agencies in Elkins offer this service, as well as many national/online companies.
2. Tell the company that, in addition to covering you or your organization, you want the "City of Elkins, West Virginia" named as an "additional insured".
3. Submit a certificate showing the above to the mayor's office with your event application.

##

CITY OF ELKINS

INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT

(Private Sponsored Event Street Closing and/or Property)

THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT is made this **[Date]** _____, by **[Private Sponsor Name] _____** (the "Private Sponsor"), in favor of **THE CITY OF ELKINS, WEST VIRGINIA** (the "City"), a municipal corporation;

WHEREAS, during the **[Name of Event] _____** (the "Event"), sponsored by the Private Sponsor and scheduled to take place on **[Event Date] _____**, the Private Sponsor desires the use of certain portions of the City's public thoroughfares and/or property for the Event, which portions are generally outlined in the Application dated **[Application Date] _____**, attached hereto.

WHEREAS, the City requires that an Indemnity, Defense, and Save Harmless Agreement be granted by any Private Sponsor in favor of the City as a condition precedent to permitting the Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event.

WHEREAS, in exchange for the City permitting any Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event, the City is authorized under West Virginia law to accept an Indemnity, Defense and Save Harmless Agreement in favor of the City from such Private Sponsor(s) in order to protect the City and its officers, agents, and employees;

NOW, THEREFORE: in consideration of the City's permitting Private Sponsor to use portions of the City's public thoroughfares and/or property for the Event, and other good and valuable consideration, receipt of which is hereby acknowledged, Private Sponsor herein agrees as follows:

1. Private Sponsor agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, the Event or Private Sponsor's use of the City's public thoroughfares and/or property for the Event;

2. Private Sponsor hereby agrees to obtain and provide proof of appropriate liability insurance coverage with a limit of not less than $1,000,000.00 each occurrence. Private Sponsor shall name the City of Elkins, its agents, officers, directors, and employees, as an additional insured under said insurance policy. Private Sponsor's insurance policy shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by the City of Elkins, with respect to Private Sponsor's operations and the Event. If any applicable insurance coverage is subject to a deductible, the Private Sponsor shall be responsible for such deductible(s).

3. Private Sponsor acknowledges that this Agreement does not exempt it from any applicable permit and licensing requirements or any other laws of the City of Elkins, the State of West Virginia, and the United States of America.

4. Private Sponsor acknowledges that the permission granted by the City for Private Sponsor to use certain portions of the City's public thoroughfares and/or property for the Event is limited to the specified date(s) of the Event only and shall not extend in duration beyond the actual dates of the Event as set forth above. Notwithstanding the City's conditional grant of permission, Private Sponsor herein acknowledges and accepts the City's undisputed, inherent right, upon notice to Private Sponsor, to revoke its permission, with or without cause, for any reason, at any time. Further, if the Event and/or the use of the City's public thoroughfares and/or property continues beyond the term of the Event or beyond any revocation of permission as outlined herein, Private Sponsor understands and agrees that all other terms of this Agreement remain in full force and effect and are still binding upon Private Sponsor.

IN WITNESS WHEREOF, **[Organization Name]** _____

has caused its name to be signed hereto by **[Your Name]** _____,

its **[Your Title or Relationship to the Organization/Private Sponsor]**

_____, thereto duly authorized.

By:_____ (Signature)

(authorized representative)

STATE OF WEST VIRGINIA,
COUNTY OF RANDOLPH, to-wit:

I, **[Notary's Name]** _____, a Notary Public in and for said County and State, do hereby CERTIFY that **[Signer's Name]** _____, whose name is signed to the foregoing and hereto-annexed writing, bearing the date **[Document Date]** _____, for **[Organization Name]** _____, as its **[Signer's Title/Office]** _____, has this day ACKNOWLEDGED the same before me in my said County to be the act and deed of said corporation.

Given under my hand this_____day of_____,_____.

My commission expires_____.

_____

Notary Public