



APPLICATION FOR SPECIAL USE PERMIT

CITY OF COLUMBIA FALLS

Name of Event

Organization Sponsoring Event

Organization Officer/Authorized Representative

Mailing Address

City

State

Zip

Daytime Phone Number

Email

Date Requested: _____ Facility Requested: _____

Time of Use: _____ Anticipated Attendance: _____

What contingency plan will be in place if attendance substantially exceeds estimates? _____

Description of Event and Activity in Detail: _____

Do you plan to sell, serve, consume or possess beer, wine or other alcoholic beverages in Marantette Park or River's Edge Park (the only parks permitted for alcohol)? _____ if yes; must complete an Alcohol Addendum & include a \$75.00 fee.

Do you plan to use a bounce house or similar inflatable device? _____
If yes; must complete an Inflatable Device Addendum

Describe any recording equipment, sound amplification equipment, banners, party tents, signs, or other attention-getting devices to be used in connection with the event:

Street Closures/Parking Restrictions requested, if any: _____

Please specify what (if any) city equipment/assistance is requested (road barricades, trash containers, traffic assistance, crowd control, etc.): _____

Please specify what arrangements have been made for clean-up after the event: _____

Please specify what arrangements have been made for parking (for attendance of 100 people or more): _____

INSURANCE: Required**: _____ Not Required: _____

**** Attach a copy of Insurance Policy**

A Certificate of Liability Insurance in the amount of at least \$750,000 per occurrence and \$1.5 million aggregate must be submitted to the Columbia Falls City Clerk's Office prior to any permit being issued. The Certificate of Insurance must name the City of Columbia Falls as an additionally named insured on the policy. For insurance questions please contact Barb Staaland at (406) 892-4391.

Insurance Provider: _____ Policy Number: _____

APPLICANT AND ORGANIZATION AGREE TO:

1. Payment.
2. Assume responsibility for any damages to the facility due to misuse or neglect, caused by persons attending the event or activity.
3. Pay for all costs of any damages that may occur during the event or activity.
4. Not seek refunds from the City for inclement weather conditions, unless adequate notice is provided.
5. Know and follow all City rules and regulations provided by the City.
6. Collect and dispose of all garbage and debris resulting from the event in trash receptacles.
7. Properly control and supervise all activities.
8. Provide a copy of their City Business license, if applicable.
9. Provide a copy of their Food Purveyors License from MT Dept. of Public Health, if applicable.
10. Provide own backup power and water in case of power outages or vandalism, if applicable.
11. Move mobile concessions immediately upon conclusion of the event, if applicable.
12. **PLEASE BE MINDFUL THAT THE PARK IS A FAMILY AREA - WATCH CONTENT/LANGUAGE AND ACT ACCORDINGLY AND APPROPRIATELY.**
13. OTHER CONDITIONS: _____

TERMS AND CONDITIONS

As an agent and acting on behalf of the requesting agency or organization, I hereby certify that the information above is complete and correct.

WAIVER OF LIABILITY

I hereby certify that I have read and understand the policies and procedures regarding the use of City facilities. I further agree to hold the City of Columbia Falls, its Governing Body, the individual members thereof, and all officers, agents and employees free and harmless of any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of City property.

APPLICANT'S SIGNATURE: _____ DATE: _____

City Representative: _____

*****OFFICE USE ONLY*****

Use Fee: \$ _____ Cash: _____ Check #: _____

Alcohol Fee: \$ _____ Cash: _____ Check #: _____

CANCELLATION

Must be canceled within 48 hours of the scheduled event

SPECIAL USE FEES: - Single Day Use Fees

<u>Group Size</u>	<u>In City</u>	<u>Out of City</u>
UP TO 50	\$35.00	\$44.00
51 - 75	\$60.00	\$75.00
76 - 100	\$85.00	\$106.00
100 or more	Requires Special Agreement	
Fees will be calculated by City Finance Director.		

SEASONAL USE FEES FOR COURTS/FIELDS:

\$50/WEEK

DON LAWRENCE AMPHITHEATER USE FEES:

Time Period	Use Fee
Up to 4 hours	\$50.00
Full Day (over 4 hours)	\$100.00

Additional fees may apply if risers and/or PA system are used.

ALCOHOL ADDENDUM:

An administrative fee of \$75.00 will be assessed to process each Alcohol Addendum Form.

12.40.010 Closing Hours-Generally

All city parks within the city shall be closed to public usage between the hours of ten p.m. and six a.m. the following day.

12.40.030 Permits For Use

The city council of the city may grant permits for use to responsible applicants during the hours prescribed in Sections 12.40.010 and 12.40.020 of this Code and hours otherwise closed. The city council of the city may grant permits for such use that includes the consumption and/or sale of alcohol if granted in conjunction with a special permit.

12.40.035 City Park Rules

The following rules apply to conduct in City parks of Columbia Falls

- A. Camping is prohibited unless approved by City Council pursuant to §030 of this part.
- B. Pets.
 - 1. All pets must be kept on a leash. For purposes of this section the term “leash” is a chain, rope, or strap for leading or holding an animal in check and such leash must physically tether pets to a person or a stationary object.
 - 2. Pet owners are responsible for removal of any waste deposited by their pets.
- C. Events. All scheduled events or groups of more than 25 people must complete an application for park use from city hall.
- D. No fireworks may be discharged in any city park.
- E. Pursuant to Chapter 9.28 “Weapons”, no firearm or other projectile weapons may be discharged in city parks.
- F. Open flame fires and recreational burning are prohibited in city parks, unless done so in an area specifically designated and marked as such by the City.
- G. No unauthorized motor vehicles are allowed beyond designated parking areas.
- H. Livestock is not allowed in City parks.
- I. It is prohibited to destroy, deface, injure, remove, or otherwise damage any natural or improved city park property. Willful or negligent cutting, destruction, or mutilation of any tree, shrub, or plant as well as any disturbance or removal of any topsoil cover is also prohibited.
- J. No person shall use city parks for any commercial purpose without first securing permission from City Hall.
- K. The sale and/or consumption of alcohol is prohibited unless approved by the City Council pursuant to Section 030 of this part.

12.40.040 Posting Of Regulations

Signs giving notice of city park rules shall be posted.

12.40.050 Specified Parks For Special Permits

The City Parks in which events may be held, which include the sale and/or consumption of alcohol pursuant the City’s granting of the permits and special permits required hereunder include River’s Edge Park and Marantette Park.

Inflatable Device Addendum

Indemnification:

Vendor shall agree to indemnify, protect, defend, save and hold harmless the City, its officers, employees, agents, and volunteers from and against any and all liability, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of Vendor arising out of the setup, use or operation of the whole or in part, by the willful misconduct, negligent acts, or omissions of Vendor, which occurs related to the setup, use or operation of the Inflatable Structure. The Vendor further agrees to waive all claims against the City on account of any loss, damage, or injury from whatever cause which may occur to it and its property in the use and occupancy of said described premises, **the giving of this waiver is one of the considerations upon which this Agreement is granted.**

Insurance Requirements:

The Vendor agrees to furnish the city a CERTIFICATE OF LIABILITY INSURANCE from their entity providing liability insurance coverage that **also identified the CITY as an ADDITIONAL INSURED on the CERTIFICATE OF LIABILITY INSURANCE and that the policy is primary and non-contributory.** The CERTIFICATE OF LIABILITY INSURANCE coverage limits at a minimum shall provide liability insurance coverage in accordance with Montana State Statute, Section 2-9-108 MCA of \$750,000 for each claim and \$1.5 million for each occurrence. The CERTIFICATE OF INSURANCE shall also provide that the insurance coverage shall not be amended, altered, canceled, or reduced without providing at least ten (10) days advance written notice to both the insured as well as to the City.

Applicant/Vendor

Date

ALCOHOL ADDENDUM

If it is the request of the applicant to sell, serve, consume or possess beer, wine, or other alcoholic beverages at a special event held on City owned or maintained property, the following information and documentation must be provided:

Name of Event

Organization Sponsoring Event

Non-Profit Organization: Yes / No

If yes, please provide Non-Profit ID Number:

Organization Officer/Authorized Representative

Mailing Address

City

State

Zip

Daytime Phone Number

Email

Name and contact information of licensed Brewers, Distillers, Caterer, if applicable:

Provide a copy of the State license and a copy of the City Liquor License: _____

ALCOHOL ADDENDUM (Continued)

Provide a detailed plan that ensures that underage persons will not obtain alcoholic beverages served at the event, and the precautions proposed, such as fencing barriers to create separation, use of ID bracelets, and manned security to adequately secure and supervise the area and the participants during the events:

Please describe any alcohol restricted areas planned for the event and how they will be bounded:

_____ Check that you have provided proof of liquor liability insurance coverage for the event.
(Attach a copy)

_____ Check that you have provided proof of compliance with Department of Revenue requirements for the event. A completed application with fees and approvals must be received by the Department of Revenue three (3) days prior to the event. Please contact the Department of Revenue at (406) 444-2511.

****Office Use Only****

Applicant Age Verification: Employee Initials _____

Approved:

_____ Initials	_____ City Manager	_____ Date
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_____ Initials	_____ Police Chief	_____ Date
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_____ Initials	_____ Fire Chief	_____ Date
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_____ Initials	_____ Public Works Director	_____ Date
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ALCOHOL ADDENDUM (Continued)

ACKNOWLEDGMENT OF LEGAL RESPONSIBILITIES

- The holder of this special event permit is solely responsible for all actions of his/her group, and for the welfare of the public at the event, for all property belonging to the group and to the City, and for adhering to the Columbia Falls Municipal Code and the laws of the State of Montana.
- Applicant understands that a trained volunteer or employee in one of the preapproved MDOR training courses must be present at all points of sale and service.
- Applicant understands that it must pay all fees and deposits as required.
- Applicant understands that its permit can be revoked at any time for just cause, that its deposit may not be returned, and it may not be able to obtain a new permit in the future for violations of the law such as providing alcohol to a minor (MCA 16-6-305), providing alcohol to an intoxicated person (MCA 16-36-304), drinking if not of legal drinking age (MCA 45-5-624), or driving while intoxicated (MCA 61-8-401).
- Applicant understands that all beer and/or wine containers will be properly disposed of.
- Applicant will ensure that all participants comply with all laws and ordinances regulating the consumption of alcohol.
- Applicant represents, covenants, and affirms that no underage person will be allowed to consume alcohol at the event.
- Applicant represents, warrants, and covenants that anyone who appears legally intoxicated will be refused further alcohol and will be immediately escorted from the premises of the event.
- Applicant will protect, hold harmless, and indemnify the City, its governing board, the individual members thereof and all of its officers, agents, and employees from any liability resulting from the breach of this agreement or from the consumption of alcohol on City property during the event.
- I, as an agent and acting on behalf of the Applicant, have read and understand all of the policies and regulations contained in the permit, those regarding the use of public facilities within the City, and those regarding the consumption of alcohol.

Signature of Applicant

Date

Print Name