SPECIAL EVENT PERMIT APPLICATION

According to the Code of Ordinances of the City of Conway, it is unlawful for any person to hold, manage, conduct, aid, participate in, form, start or carry on any parade or public meeting or assembly or picketing, in or upon any public street, park or other public grounds in the city unless and until a permit to conduct such meeting, assembly, parade or picketing has been obtained. A special event application is also required for events held on private property within the city that may expect a large crowd, impact on the neighborhood and/or city services, or require other permits such as zoning, signage, etc. Charges may apply to each application. The City of Conway, at its discretion, may choose to waive any fees and charges for special events held by bonafide, non-profit organizations.

APPLICATION FOR PERMIT MUST BE FILED NOT LESS THAN 30 DAYS IN ADVANCE OF THE PROPOSED ACTIVITY.

Name of the event: __________________________
Name of permit holder: _______________________
Address of permit holder: _____________________
City: ___________________ State: _______________ Zip: ____________

Telephone number of permit holder: _________________ Cell: ____________
Are you conducting the activity on behalf of an organization? □ Yes □ No
Is your organization a non-profit 501(c)(3) organization? □ Yes □ No

Name of organization: __________________________
Address of organization: _______________________
Telephone number of organization: ______________________
What is the purpose of the activity? __________________________

What is the proposed date(s) of the activity? _______________________
What are the proposed times of the activity? _______________________
What are the plans for the event? __________________________

What is the location or route of the activity? (Please attach any necessary route maps.) __________________________

If you are conducting a parade, please attach a map showing the route with the portion of the street(s) and/or sidewalk(s) to be utilized clearly marked.
List any streets which may need to be closed, including specific dates and times of closing and reopening:

What is the approximate number of participants?  
What is the approximate number of vendors?  

**BUSINESS LICENSE REQUIREMENTS:** Any vendors at this event who do not have 501(c)(3) nonprofit status are required to purchase a business license.

Will there be any vehicles, water craft, equipment or animals used for the event?  
Yes  
No

If yes, please explain:

Are you requesting any road blockades? (charges may apply)  
Yes  
No

If yes, please attach a map showing the locations of any road blockades.

Are you requesting any police assistance? (charges may apply)  
Yes  
No

Are you requesting to set up tents or temporary structures? (charges may apply)  
Yes  
No

If yes, please attach a drawing showing the locations and sizes of all auxiliary structures.

Are you requesting any fire/medical standby assistance? (charges may apply)  
Yes  
No

Will supplementary utility services such as power and water be used in addition to what is available in the area? If yes, describe in detail the specific utilities and location. Any additional utilities must be provided by the applicant.  

Have you requested or obtained a permit from any other jurisdiction (city or county) within which the activity shall commence, terminate or occur in part?  
Yes  
No

How do you plan to remove garbage?

Will existing restroom facilities be adequate?  
Yes  
No

If not, describe plans to augment available sanitary facilities:

Please include any additional information that may be useful:

Does any of the following apply to the proposed activity:  
Fireworks Display  
Other  

(live band, band, loudspeakers, sound amplifiers, etc.). Please specify:
ALCOHOL SALES AT SPECIAL EVENT: Procedures and logistics for serving alcoholic beverages must be submitted with the special event permit application. These should include but are not limited to location, hours of operation, locations with site diagram and security procedures. Consideration will also be given as to whether alcohol sales would create potentially dangerous situations due to the nature of the event. Permission to serve or consume alcohol may be granted by the city as part of the special event permit; however, such service must comply with all South Carolina Alcohol Beverage Control Commission regulations and the City of Conway Special Events Alcohol Control Policy. The City reserves the right to revoke the permit or require the applicant to discontinue alcohol sales whenever the consumption of alcohol by participants becomes excessive or when, over a period of time, participants regularly demonstrate obnoxious, loud, or other inappropriate behavior following events.

Will alcoholic beverages be served? □ Yes □ No

Will alcoholic beverages be sold? If yes, SC ABC permit required. □ Yes □ No

Hard alcohol (liquor) may not be present, possessed, consumed and/or served at any permitted special event. Section 7-2-2 (b) (1) states “The sale of alcohol within the designated area of a special event is limited to beer and wine.” Beer and/or wine must be served in opaque paper, plastic or Styrofoam cups.

VENDORS: Please list any vendors, including applicant, for whom you are requesting permission to sell alcohol and the proposed locations for sales.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

RESTAURANTS: Please list any restaurants for which you are requesting permission to sell alcohol for public consumption during the special event.

________________________________________________________________________

Times for alcohol to be served: From ___________ To ___________

Event map must show requested designated special event area for alcohol sales/public consumption.

The following does not apply to restaurants:

Have you applied for a South Carolina temporary ABC Permit? □ Yes □ No

Name of insurance company providing general liability with liquor liability insurance for the event naming the City of Conway as additional insured (a copy of the Certificate of Insurance must be provided):

________________________________________________________________________

ACKNOWLEDGMENT: I acknowledge that I have read and do fully understand the Special Event Alcohol Control Policy attached to this application and agree to comply with the guidelines.

Applicant’s Signature: ____________________________ Date: ____________________________
SPECIAL EVENTS

ALCOHOL CONTROL POLICY

All event organizers and restaurants are required to be familiar with and follow the guidelines when participating in special events where alcoholic beverages will be permitted. It is understood that responsibility for fully meeting these requirements during an event rests with the event organization and/or restaurant serving alcohol within a designated special event area.

1. Hard alcohol (liquor) may not be present, possessed, consumed and/or served at any permitted special event. *Section 7-2-2 (b) (1) states “The sale of alcohol within the designated area of a special event is limited to beer and wine.”*

2. Public consumption of alcohol as authorized by the special event permit shall not begin before the designated event start time. There shall be no open containers of alcohol allowed in the event area before this designated time. The event organizers and all participating restaurants must discontinue alcohol distribution for public consumption within the event area at a minimum of 30 minutes prior to the end of the event. All alcohol must be cleared from the event site at the end of the event.

3. At no other time may alcohol be present, possessed, served, and consumed in the public area. The event organizer is responsible for informing participating restaurants of the event hours for compliance and to make certain that no one leaves restaurant premises with alcohol except during the time of the special event.

4. It is a violation to permit or knowingly allow a person under 21 years of age to purchase or possess or consume liquor, beer or wine. The seller of beer or wine must clearly display signs stating that the purchase or possession of beer or wine by a person under the age of 21 is unlawful.

5. Signs informing participants that alcohol beverages are prohibited on City streets and sidewalks beyond the boundaries of the designated special event area will be posted by the City.

6. No alcohol may be in served in glass containers, cans or bottles; only opaque plastic, paper, or Styrofoam containers will be allowed.

7. It is a violation to sell liquor, beer or wine to an intoxicated person. Any person in an intoxicated condition, even if of legal age, must be denied alcohol.

8. The event organizer shall supply identification wristbands to the vendors and/or participating restaurants at any special event that includes the sale/public consumption of alcoholic beverages. Anyone 21 years of age or older wishing to consume alcohol on public property must be wearing the colored wristband assigned to the special event in order to be served alcohol.
If your event is to be held on property not owned by the sponsoring organization, the property owner must complete the following:

PROPERTY OWNER PERMISSION LETTER

I (we), being the property owner of ____________________________ (address),
give permission for ____________________________ to hold a special event on
my/our property.

Date

Signature

Witness

Address

Printed Witness Name

Telephone Number

INSURANCE REQUIREMENTS FOR SPECIAL EVENTS HELD ON CITY PROPERTY

The event must maintain general liability insurance and, if beer and wine is to be served, liquor liability insurance for the event for which the permit has been obtained. The City of Conway shall be named as an additional insured on the policy with respect to claims arising from the use of property owned or operated by the city and the issuing of the permit by the city. The applicant shall submit a Certificate of Insurance verifying the following minimum coverage and specifically identifying the City of Conway as an additional insured. **Your permit will not be issued if the Certificate of Insurance has not been received prior to event.** The City of Conway must be listed as the “Certificate Holder” on the Certificate of Insurance.

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>2,000,000</td>
</tr>
</tbody>
</table>

Application completed by: ____________________________
Contact No.: ____________________________
Date: ____________________________

Special events permits are granted in accordance with the City of Conway Code of Ordinances and in no way imply assumption of liability by the City of Conway. Your organization is fully responsible for complying with all applicable laws and safety procedures. A permit does not authorize you to enter upon private property or to, in any way, hinder or obstruct pedestrian or vehicular traffic. The City of Conway reserves the right to modify the conditions of this permit or to cancel it entirely if it is deemed appropriate.

Please return completed permit application to:

City of Conway Planning Department
Attn: Special Event Permits
P.O. Drawer 1075
Conway, SC 29528-1075
[FOR OFFICE USE ONLY]

Special Event: ___________________________ Date(s) ___________________

Sponsoring Organization: ___________________________

Application completed by: ___________________________ Contact No.: ___________________________ Date: ________________

<table>
<thead>
<tr>
<th>Box 1</th>
<th>Box 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Recommend approval</td>
<td>□ Recommend disapproval</td>
</tr>
</tbody>
</table>

Police Department
Fees or charges associated with this event: ___________________________

Special Conditions/Comments: __________________________________________

Police Officers $40.00/hour per officer

<table>
<thead>
<tr>
<th>Box 1</th>
<th>Box 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Recommend approval</td>
<td>□ Recommend disapproval</td>
</tr>
</tbody>
</table>

Fire Department
Fees or charges associated with this event: ___________________________

Special Conditions/Comments: __________________________________________

Fire Inspector/Fire-Rescue Officers $40.00/hour per officer

<table>
<thead>
<tr>
<th>Box 1</th>
<th>Box 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Recommend approval</td>
<td>□ Recommend disapproval</td>
</tr>
</tbody>
</table>

Public Works Department
Fees or charges associated with this event: ___________________________

Special Conditions/Comments: __________________________________________

Residential & Non Residential Street Closure
Barricades $20.00 each
Public Works Employee $25.00/hour per employee
<table>
<thead>
<tr>
<th>Recommendation</th>
<th>Parks &amp; Rec. Department</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fees or charges associated with this event:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Special Conditions/Comments:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Parks &amp; Rec. Employee</td>
<td>$25.00/hour per employee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommendation</th>
<th>Planning Department</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Special Conditions/Comments:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommendation</th>
<th>License(s) obtained for vendor(s)</th>
<th>License(s) not required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has general liability and liquor liability insurance (if applicable) listing the City of Conway as additional insured been secured?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business License Department</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Conditions/Comments:</td>
<td></td>
</tr>
</tbody>
</table>


RELEASE AND INDEMNIFICATION AGREEMENT
City of Conway

THIS IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special event on City of Conway property:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Special Event Holder hereby acknowledges, represents, and agrees as follows:

A. We understand that activities associated with the above-described special event are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but are not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

________________________________________________________________________

(Special Event Holder initial here)

B. If required by this paragraph, we agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Conway on a form approved by the City of Conway.

________________________________________________________________________

(Special Event Holder initial here)

C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Conway, for the duration of the above referenced event.

________________________________________________________________________

(Special Event Holder initial here)

D. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

________________________________________________________________________

(Special Event Holder initial here)

E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we further hereby exempt, release, and discharge the City of Conway, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

________________________________________________________________________

(Special Event Holder initial here)
F. We further agree to defend, indemnify and hold harmless the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs, and attorneys' fees, including those arising from any third party claim asserted against the City of Conway, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

(Special Event Holder initial here)

G. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of the City of Conway, its officers, and/or its employees, and that said agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Event Holder initial here)

H. We understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of South Carolina, and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Event Holder initial here)

I. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.

(Special Event Holder initial here)

IN WITNESS THEREOF, this RELEASE AND INDEMNIFICATION AGREEMENT is executed by the Special Event Holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Event Holder hereto.

PRINTED NAME OF SPECIAL EVENT PERMIT HOLDER:

________________________

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

NAME: _____________________ TITLE: _____________________

SIGNATURE: ___________________ DATE: ___________________
FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION
City of Conway

A. In consideration for being permitted to use the facilities of the City of Conway, __________

(hereinafter "Applicant") agrees to indemnify and hold harmless, City of Conway its officers, employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Conway may require reimbursement for the full amount of such damage, loss, or injury and all costs associated therewith upon billing by City of Conway.

C. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

______________________________
NAME OF PERSON/ORGANIZATION

______________________________
SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE

______________________________
DATE

Page 10 of 10
OUTDOOR VENDOR/EVENT GUIDELINES

The City of Conway Fire Rescue has implemented the following guidelines that must be followed while vendors are participating in outdoor events. The City Fire Marshal will be performing inspections of vendors prior to the beginning of the event.

- All Tents 400 square ft. or larger, will not be allowed without prior approval from the Fire Marshal.
- Cooking will not be allowed under any Tents, unless prior approval is obtained from the Fire Marshal.
- A 12 foot walkway must be placed between every fifth tent/vendor.
- All Membrane/Air Inflated Structures (Inflatable Structures/Moonwalks/Bounce Houses) must meet the NFPA 701 Standard and have a permanently affixed label identifying the material/fabric and size of the structure.
- All Tents and Membrane/Air Inflated Structures shall be properly anchored as to withstand the elements of weather and to prevent collapse.
- “NO SMOKING” is allowed under any tents regardless of size.
- All outside cooking that will be producing any grease laden vapors (Deep fat fryers) must have a Class K Fire Extinguisher. Surface cooking equipment must have a minimum of a 5 lb. ABC Fire Extinguisher. Surface frying will not be allowed. (Ex: a cooking vat on top of a stove containing more than one inch of cooking oil or grease.)
- Venders that are only “warming” food must have a minimum of a 5 lb. ABC Fire Extinguisher.
- All self- contained vendors (Ex: Portable kitchen that is in a trailer/food truck) must have a hood system and meet the NFPA 96 standard.
- All LP Gas cylinders must be a minimum of 10 feet from any cooking appliance and secured in an upright position.
- Extension cords must be commercial grade. (Minimum 12 gauge and must have a ground.) All extension cords must be secured so as to not create a trip or fall hazard. The use of multi-plug adapters is allowed as long as the amperage rating of the adapter is not exceeded.

Thank you for your assistance. If you have any questions, please contact the Fire Marshal at (843)248-1720.