

CITY OF MORRISTOWN

Special Use Permit Application



APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Please fill in all blanks. Should additional space be required, attach 8½" x 11" paper and reference appropriate sections.

Attachments:

Exhibit 1 — Hold Harmless and Indemnity Agreement - SHALL BE EXECUTED BY APPLICANT PRIOR TO APPROVAL

Exhibit 2 — Pre- Approved Running and Walking Event Routes

Exhibit 3 — Information about a Police Assistance Agreement – applicable only if law enforcement services are requested

NAME OF ORGANIZATION: _____

APPLICANT NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

DAYTIME PHONE: (____) _____ EVENING PHONE: (____) _____ CELL PHONE: (____) _____

FAX #: (____) _____ E-MAIL: _____ WEB PAGE: _____

MANAGER ON SITE DAY OF EVENT: _____ CELL PHONE: (____) _____

***If there is any change in the above information, please notify the Support Services Supervisor at (423) 585-4681 immediately.**

SPECIAL USE INFORMATION

Complete all data as required for usage. Please note all events occurring solely within Morristown Parks and Recreation facilities must comply with the usage policies of the Morristown Parks and Recreation Department.

TYPE OF USE: _____ ESTIMATED ATTENDANCE: _____

Example: Walk/Run, Public Gathering, Car Show, Parade, Protest, Etc.

IS THIS EVENT OPEN TO THE PUBLIC? _____

EVENT TITLE: _____

EVENT DATE(S): _____ EVENT TIME: _____

STREET(S) AFFECTED BY EVENT (MAP OF EVENT ROUTE MUST BE ATTACHED TO THIS APPLICATION):

PRE- APPROVED RUNNING/ WALKING ROUTE (IF APPLICABLE) [**A B C D E F**]

(SEE EXHIBIT 2 — PRE- APPROVED ROUTES)

IF A PARADE, NUMBER OF VEHICLES IN PARADE: _____ TYPE OF VEHICLES: _____

NUMBER AND TYPE OF OTHER PARTICIPANTS IN PARADE: _____

NUMBER OF PARADE MONITORS: _____ USING WHAT FORM OF COMMUNICATION? _____

PARADE MONITORS DESIGNATED BY WHAT TYPE OF MARK, BADGE OR SYMBOL? _____

NUMBER OF STREET LANES REQUIRED FOR EVENT: _____

ACTUAL HOURS OF EVENT: _____ AM/PM to _____ AM/PM

SET UP/ ASSEMBLY TIMES: _____ AM/PM to AM/PM TAKE DOWN TIMES: _____ AM/PM to _____ AM/PM

DESCRIPTION OF SET UP:

HAS THIS EVENT TAKEN PLACE PREVIOUSLY? YES _____ NO _____

IF YES, WHEN? _____ WHERE? _____ ATTENDANCE: _____

PLEASE DESCRIBE EVENT HISTORY: _____

Please check all items that apply to your event. Any item not listed below must be specifically approved by the City of Morristown. If fireworks are to be used, their use must comply with Morristown Municipal Code Title 7, Chapter 5, Section 7-501 and applicable state law.

- | | | |
|--|---|---|
| <input type="checkbox"/> a. Admission to be charged | <input type="checkbox"/> k. Crowd control | <input type="checkbox"/> u. Portable sanitary units |
| <input type="checkbox"/> b. Animals | <input type="checkbox"/> l. Electrical requirements | <input type="checkbox"/> v. Private security |
| <input type="checkbox"/> c. Amusements, Inflatable Devices | <input type="checkbox"/> m. Entertainment | <input type="checkbox"/> w. Propane gas |
| <input type="checkbox"/> d. Bicycles | <input type="checkbox"/> n. Exhibits, Displays | <input type="checkbox"/> x. Sports competition |
| <input type="checkbox"/> e. Bleachers | <input type="checkbox"/> o. First Aid Station | <input type="checkbox"/> y. Stage |
| <input type="checkbox"/> f. Booths — Vendors giving away | <input type="checkbox"/> p. Food - catered | <input type="checkbox"/> z. Tables/chairs |
| <input type="checkbox"/> g. Booths — Vendors selling | <input type="checkbox"/> q. Food — given away | <input type="checkbox"/> aa. Vehicles |
| <input type="checkbox"/> h. Candles (or other open flame) | <input type="checkbox"/> r. Food - prepared on site | <input type="checkbox"/> bb. Traffic Control |
| <input type="checkbox"/> i. Canopies/ Tents | <input type="checkbox"/> s. Music — amplification | <input type="checkbox"/> cc. Trailers |
| <input type="checkbox"/> j. Command Post (Headquarters) | <input type="checkbox"/> t. PA system | <input type="checkbox"/> dd. Other |

DESCRIPTION OF EVENT AND EXPLANATION OF ITEMS CHECKED ABOVE (LIST LETTER FOR REFERENCE). ATTACH ADDITIONAL 8 ½" BY 11" PAGES IF NECESSARY:

WILL THE EVENT BE ADVERTISED? IF SO, HOW?

PLEASE NOTE THAT ADVERTISING YOUR EVENT PRIOR TO APPROVAL IS AT THE APPLICANT'S RISK.

APPLICANT'S ACKNOWLEDGEMENT

As the applicant, I hereby accept and understand the responsibility to oversee the activities affiliated with the event and to insure compliance with all policies, rules, regulations and guidelines of the City of Morristown including but not limited to the Special Use Permit policies listed below. Everything I have stated on this application is correct to the best of my knowledge. I understand that any violation may result in immediate revocation of the permit. I understand that the permit is non-transferable.

- The Special Use Permit Application for a running or walking event shall be filed no less than 60 days and no more than 364 days prior to the scheduled date of such event. Failure to file in a timely manner may result in denial of a permit.
- Special event organizers are required to carry liability insurance coverage in the amount of at least one million dollars (\$1,000,000.00) single limit, covering both bodily injury and property damage during the term of the event. Certain events may require additional coverage. The certificate must contain:
 1. A clause specifically naming the City of Morristown, TN as an "Additional Insured";
 2. Provision for ten (10) days prior written notice to the City of Morristown if the policy expires or is canceled or changed;
 3. No exclusions in the insurance coverage regarding municipally owned or leased property or municipal operations or personnel, employees, licensees or agents.

A certificate of insurance for the event must be submitted at least twenty (20) days prior to the event.

All applications will be reviewed on a case-by-case basis. Some activities may require additional risk management measures to minimize any foreseeable exposures to loss. As such, the City reserves the right to require additional risk management measures to minimize such foreseeable exposures.

- A refundable damage/ clean-up deposit in the amount of **\$250** must be submitted at least twenty (20) days prior to the event.
- Alcoholic beverages are **not allowed** in city right-of-way during the event.
- The applicant is responsible for collection and proper disposal of all trash and recyclables generated during the event.
- The volume level from public address or sound systems must remain at an acceptable level.
- No permanent paint or material may be used to mark the road or any property- including directional signs.
- Uniformed law enforcement beyond the routine services normally provided (two officers) may be requested to provide traffic and crowd control services. If so requested, an executed City of Morristown Police Assistance Agreement must be submitted at least twenty (20) days prior to the event. The actual cost for providing these services will be charged to the event sponsor. Charges must be paid in accordance with the Police Assistance Agreement. **Exhibit 3** describes the Morristown Police Department's Police Assistance Agreement, but the agreement itself is executed separately by the MPD.
- Should an approved Special Use Permit event require public safety or other response beyond the requirements of the Police Assistance Agreement or routine daily Police and Public Works activities, the City of Morristown may seek reimbursement for actual expenses from the event's sponsoring organization.
- Applicant will provide a safety/ emergency/ traffic control plan and train all volunteers and event staff on required actions of the safety/ emergency/ traffic control plan. A limited number of safety vests and cones may be available for event use.
- The City reserves the right to use any photos taken at any event for City publicity without any compensation to the applicant.

- The City of Morristown reserves the right to deny a Special Events Permit that does not meet the basic criteria required by the City (including but not limited to the provisions of the Special Use Permit Application / Permit) or that is judged to present a risk of possible harm to the public, business, traffic, property, or involve illegal activities.
- A copy of this acknowledgement will be distributed to event staff.

Name of Applicant: _____

(Print)

Signature: _____ Date: _____

Return the completed application with its \$10 application processing fee, certificate of insurance, safety/emergency/traffic control plan, \$ 250 damage & clean up deposit, Hold Harmless and Indemnity Agreement and Police Assistance Agreement and fees (if applicable) with any other documents to the address below. (For your convenience, a checklist is attached to the application.)

Lt. Kenneth Hinkle
Support Services Supervisor
Morristown Police Department

Street address: 100 West First North Street
Morristown, TN 37814

Mailing address: PO Box 1499
Morristown, TN 37816

For Office Use Only

Date Received: _____

Received by: _____

- Approved
- Denied (List reasons below)
- Conditional Approval (List terms below)
- Other (Describe)

Reasons/ Terms:

Signed: _____ Date: _____

An approved Special Use Permit Application executed by the Morristown Police Department Support Services Supervisor shall serve as the Special Use Permit.

EXHIBIT 1

Hold Harmless and Indemnity Agreement

This agreement made on the _____ day of _____, 20_____, in the City of Morristown, County of Hamblen, State of Tennessee. The parties to the agreement are the undersigned _____, called "indemnitor", and the City of Morristown, Tennessee, called "indemnitee."

Indemnitor has submitted a Special Event Permit Application to indemnitee. This agreement is attached as Exhibit 1 to that application. Approval of that application is expressly conditioned on the execution of this agreement. Indemnitee has agreed to review for approval the application for a special event, and if approved, to allow the indemnitor's special event to take place within the limits of the City of Morristown in consideration of the indemnitee's allowing the event to take place and \$10.00, receipt of which by indemnitee is acknowledged, the parties agree as follows:

Section I

Scope of Indemnity

Indemnitor undertakes to indemnify and to save harmless indemnitee from any liability, loss or damages indemnitee may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation within the limits of the City of Morristown, County of Hamblen, State of Tennessee, of the special event outlined in the application or the management thereof.

Indemnitor assumes full responsibility for all damages and injury that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, and maintenance of, any structures put in place for the event, and agrees and covenants to indemnify indemnitee against any such claim or claims.

Indemnitor expressly undertakes to indemnify and to save harmless indemnitee from all liability and/or loss or damages for or arising out of the special event outlined in the application, whether it be caused by the negligence of indemnitee, indemnitee's agents or employees, indemnitee's contractors or otherwise.

Section II

Period Covered

The indemnity will extend from the date of this agreement to and including the date the special event concludes, including cleanup.

Section III

Expenses, Attorney's Fees, and Costs

Should it become necessary for purposes of resisting, adjusting, or compromising any claim(s) or demand(s) arising out of the subject matter with respect to which indemnification is provided by this agreement, or for purposes of enforcing this agreement, for indemnitee to incur any expenses, or become obligated to pay any attorney's fees or court costs, or costs within a reasonable time, in no event to exceed thirty days, after receiving written notice from indemnitee of the incurring of such expenses, attorney's fees or costs.

Section IV

Interest

Indemnitor agrees to pay indemnitee interest at the rate of ten percent per annum or any necessary expenses or costs incurred by indemnitee in the enforcement of this indemnity contract, or on any sums indemnitee is obligated to pay with respect to the matters to which indemnity is given in the contract, from the date such expenses or costs are incurred, or such sums are paid.

Section V
Notice of Claim Against Indemnitee

Indemnitee agrees to give indemnitor ten days' written notice of any claim made against indemnitee on the obligations indemnified against.

Executed on the date first written above

Organization: _____

By: _____

Printed Name: _____

Title: _____

STATE OF TENNESSEE, COUNTY OF HAMBLEN

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared, _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself/herself to be the _____ (title) of _____ (organization), and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of organization by himself/herself as such officer.

WITNESS my hand and seal at office in the State and County aforesaid, this, the ____ of _____ 20 ____.

NOTARY PUBLIC: _____

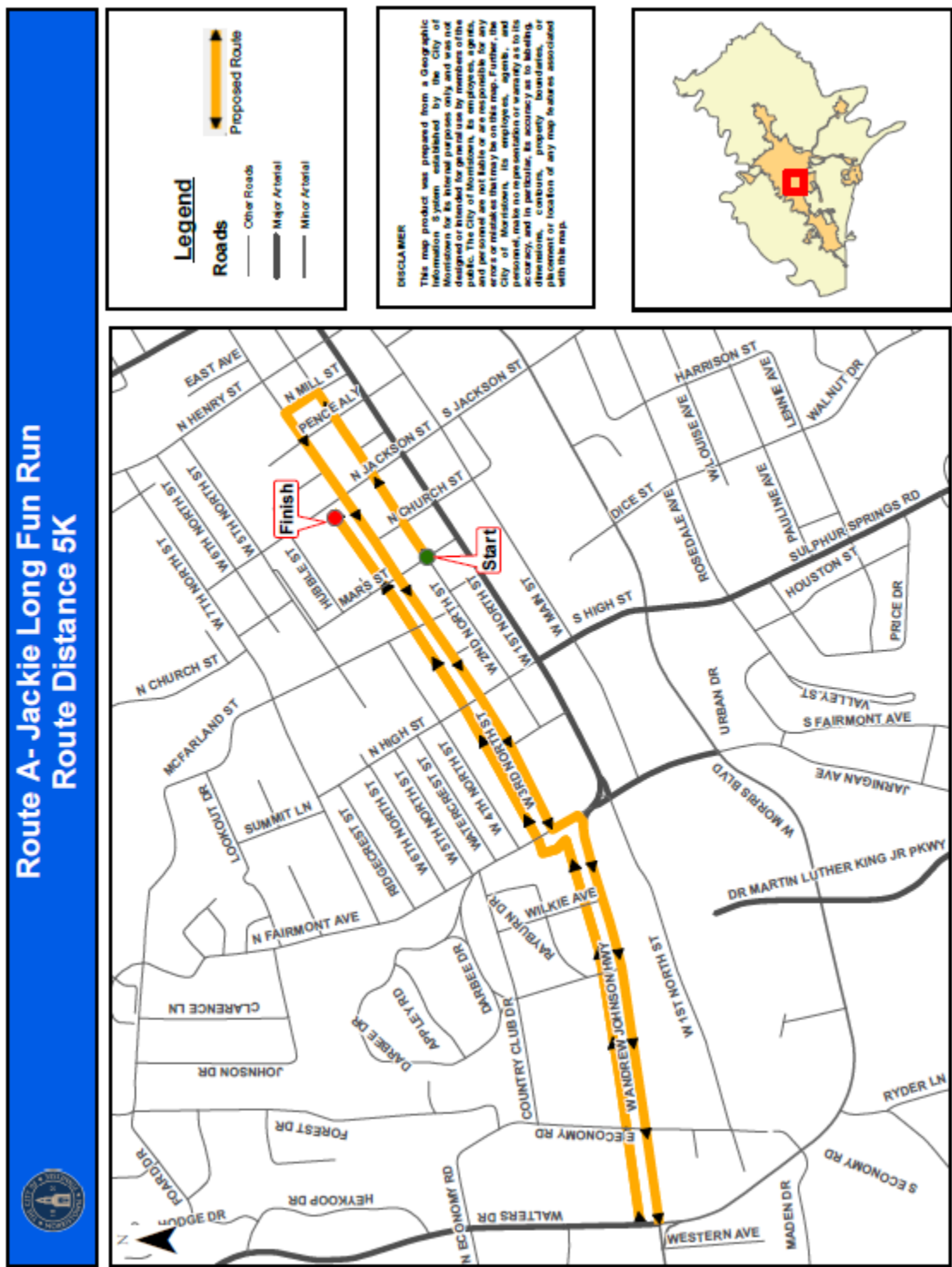
My Commission Expires: _____

ATTEST: _____

EXHIBIT 2

Pre- Approved Running and Walking Event Routes

In an effort to provide safe routes and accelerate the Special Use Permit Application process, the attached pre- approved routes for running and walking are provided. Routes for running and walking events that are not pre-approved are discouraged. A route that is not pre-approved will require in- depth review and approval by the City of Morristown Assistant City Administrator in coordination with all City departments. Additional time is required for this review.



Route A - Jackie Long Fun Run
Route Distance 5K



Legend

Roads

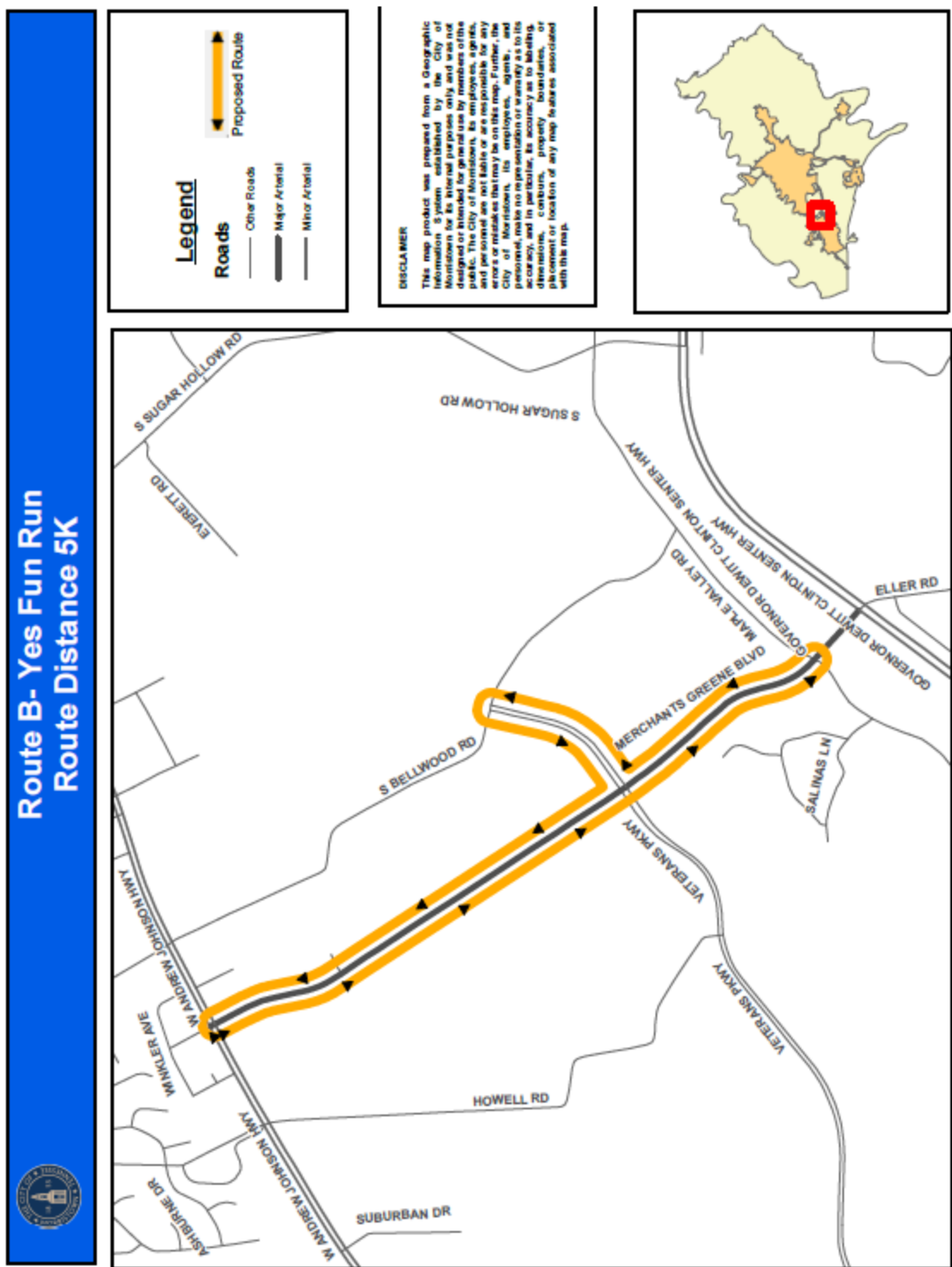
- Other Roads
- Major Arterial
- Minor Arterial

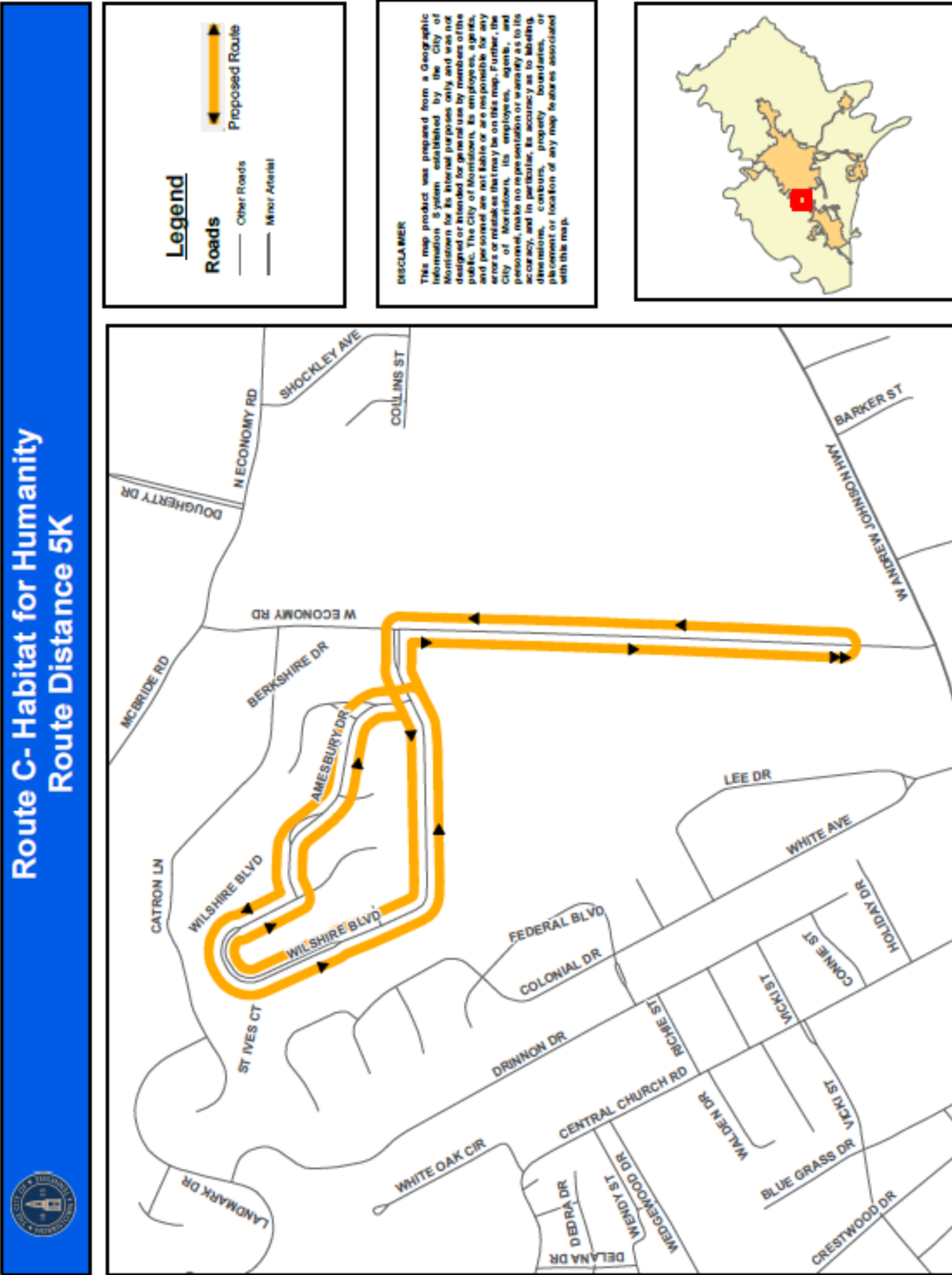
Proposed Route

DISCLAIMER

This map product was prepared from a Geographic Information System established by the City of Morristown for its internal purposes only and was not designed or intended for general use by members of the public. The City of Morristown is not responsible for any errors or mistakes that may be on this map. Further, the City of Morristown, its employees, agents, and personnel, make no representation or warranty as to its accuracy, and in particular, its accuracy as to labeling, property boundaries, measurements, or placement or location of any map features associated with this map.







Route D- Wayne Hansard / Cedar Ridge or Park / Street Route
Route Distance 5K



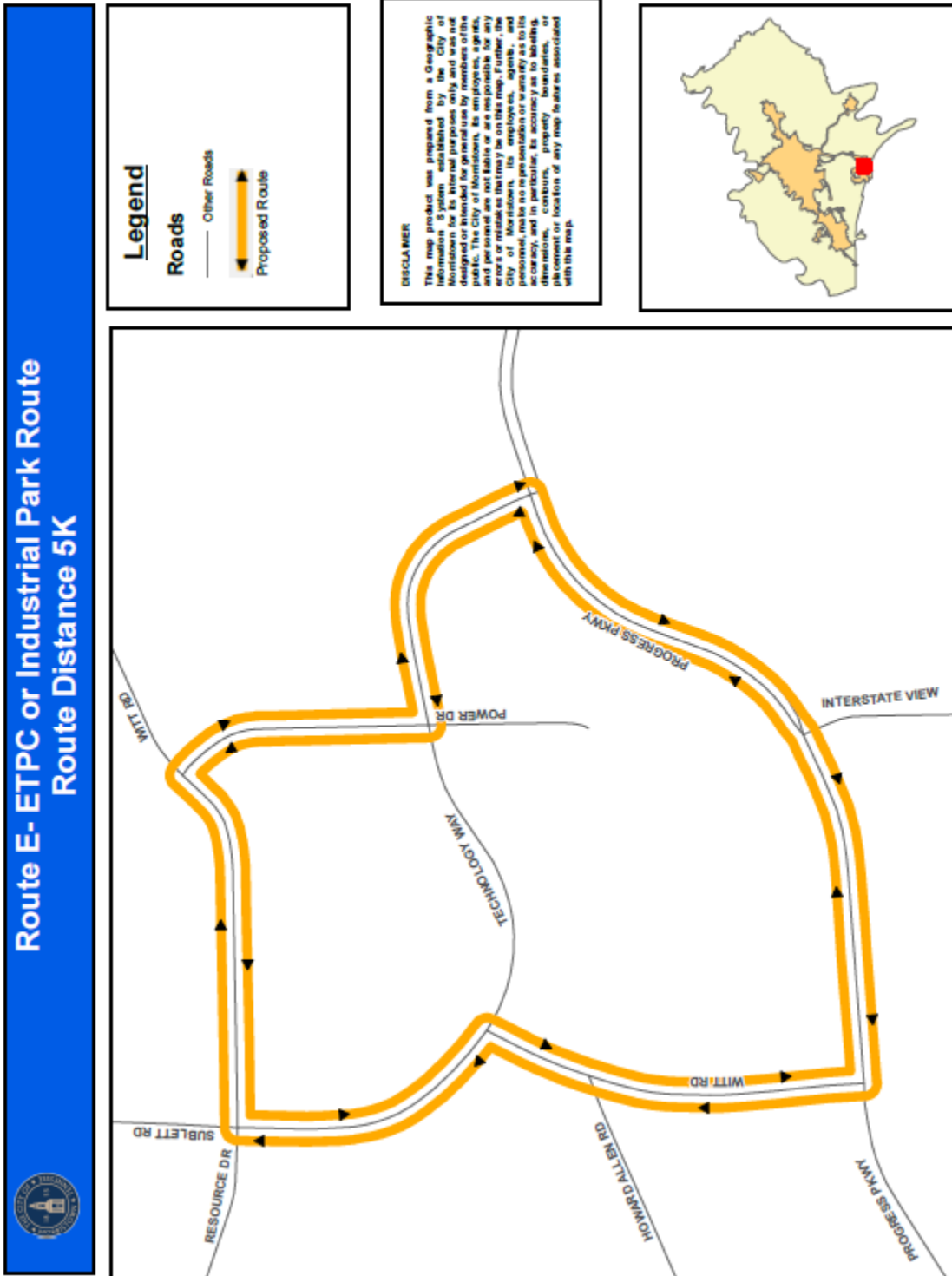
Legend

Roads

- Other Roads
- Minor Arterial
- Proposed Route

DISCLAIMER
This map product was prepared from a Geographic Information System (GIS) dataset provided by the City of Morristown for its internal purposes only and was not designed or intended for general use by members of the public. The City of Morristown, its employees, agents, and personnel are not liable or are responsible for any errors or mistakes that may be on this map. Further, the City of Morristown, its employees, agents, and personnel, make no representation or warranty as to its accuracy, and in particular, its accuracy as to labeling, dimensions, contours, property boundaries, or





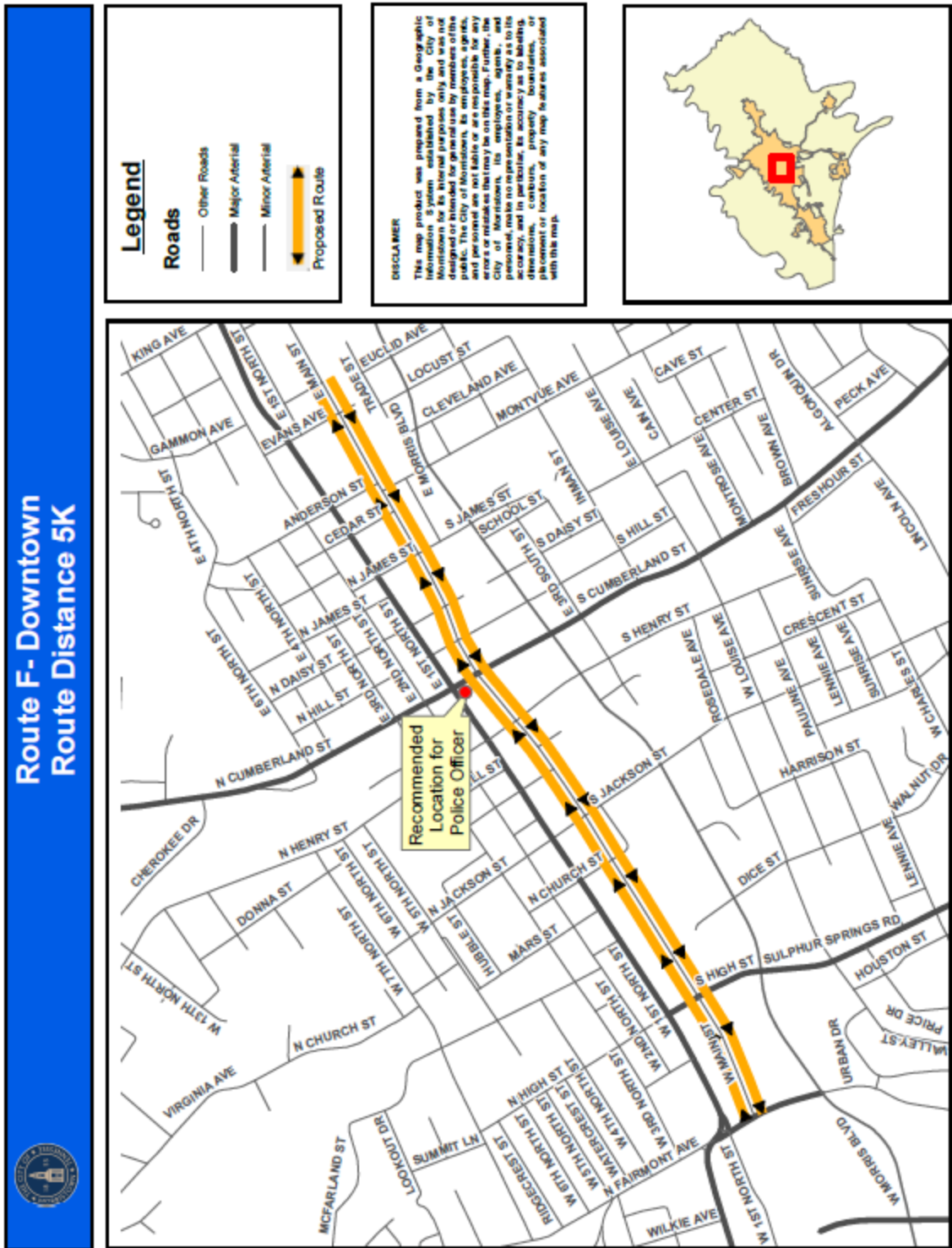


EXHIBIT 3

Information regarding a Police Assistance Agreement

General

The City of Morristown encourages its citizens to sponsor special events that enhance the quality of life for residents of the entire community and facilitate the use of City-owned recreational and park facilities and streets. The City of Morristown has established policies and procedures to ensure that safety and traffic control are priorities of such events by providing a system for advance planning with standard information and basic ground rules that allow City special events sponsors and facility users to achieve their mutual goals.

General Information

The City of Morristown Police Department provides a wide variety of services for special events, such as traffic and crowd control duties. These services will be provided by estimating the cost to the applicant for these services before the special event by having an event sponsor enter into a "Police Assistance Agreement" with the City of Morristown. The event sponsor will be responsible for paying the actual expense incurred by the City of Morristown as determined by the personnel and vehicles assigned to the event. Fifty percent (50%) of the estimated expense is due at least twenty (20) days prior to the event with the remainder of any actual calculated expenses invoiced and due within thirty (30) days after the event. Should the actual expenses be less or more than the estimated expenses, the invoice will be adjusted accordingly.

If requested, the Morristown Police Department will provide two officers and two patrol cars at no cost to the applicant.

Police Assistance Agreement Requirements

A Police Assistance Agreement is required when a Special Event sponsor requests Police Department assistance for their event. For purposes of this agreement, a Special Event is defined as any event requiring completion and execution of a City of Morristown Special Use Permit application.

Police Assistance Agreement / Application Processing

The City of Morristown reserves the right to refuse a Police Assistance Agreement that does not meet the basic criteria required by the City (including but not limited to the provisions of the Special Use Permit Application / Permit) or that is judged to present a risk of possible harm to the public, business, traffic, property, or involve illegal activities.

Police Assistance Agreements must be requested by the event sponsor from:

Lt. Kenneth Hinkle at 423-585-4681 or by email at khinkle@mymorristown.com OR Deputy Chief Michelle Jones at mjones@mymorristown.com.

Event Security/Traffic Control

The number of police officers required for your event will be determined by the City of Morristown Police Department based on the information provided in the Special Use Permit Application. Morristown Police Department officers must be utilized unless approved in writing by the Morristown Chief of Police.