



SPECIAL EVENT PERMIT APPLICATION

Revised December 7, 2016

Special Event Applications must be submitted 60 days prior to any scheduled Special Event.

INSTRUCTIONS: Please complete the entire application and sign the form. The signed application should be returned to the Town Clerk's office at 155 North Tegner Street, Suite A, Wickenburg, AZ 85390 or emailed to dables@wickenburgaz.org or gleija@wickenburgaz.org. If you have any questions, please call Donna Ables, Deputy Town Clerk at 928-668-0518 or Gloria Leija, Town Clerk at 928-668-0517. Once the Special Event Permit is issued to the Event Sponsor, it must be available for inspection by a Town employee at all times during the event. The Permit is non-transferable to any other individual or group.

LOCATION OF EVENT (RESERVATIONS MUST BE MADE BEFORE SUBMITTING THIS APPLICATION)

- | | | |
|--|--|---|
| <input type="checkbox"/> Community Center
160 N. Valentine St.
(928)668-0565 | <input type="checkbox"/> Ramada at Coffinger Park
175 E. Swilling Ave.
(928)668-0565 | <input type="checkbox"/> Coffinger Park Recreation Room
175 E. Swilling Ave.
(928)668-0565 |
| <input type="checkbox"/> Stone Park
164 E. Apache
(928)668-0565 | <input type="checkbox"/> Sunset Park
3020 W. Wickenburg Way
(928)668-0553 | <input type="checkbox"/> Hassayampa River Walk Bridge
at Wishing Well Park
333 E. Wickenburg Way
(928)668-0565 |
| <input type="checkbox"/> Rodeo Grounds
1201 Constellation Road
(928)668-0553 | <input type="checkbox"/> Other _____
e.g., Private Property | |

EVENT NAME:	
START DAY & DATE AND TIME:	END DATE AND TIME:
APPLICANT NAME:	
EMAIL ADDRESS:	
NAME OF ORGANIZATION:	
APPLICANT/ORGANIZATION PHYSICAL ADDRESS:	
APPLICANT/ORGANIZATION MAILING ADDRESS (if different than physical):	
APPLICANT'S TELEPHONE #:	CELL #:
ORGANIZATION'S TELEPHONE #:	CELL #:
CONTACT INFORMATION FOR PERSON ONSITE FOR DURATION OF ACTUAL EVENT:	
NAME:	CELL #:

TYPE OF EVENT: (Please check all that apply)

- Athletic/Recreation Concert/Performance/Live Music Farmers Market (Outdoor)
 Festival/Retail Sales Fundraising Event Parade/March/Procession
 Rodeo Other: _____

DESCRIPTION OF EVENT INCLUDING ALL ACTIVITIES (Please be as specific as possible):

SITE PLAN REQUIRED: Please attach to this application a site plan or sketch showing the location of the property in relation to surrounding properties, the area to be used, the access to the property, the location of any proposed facilities, parking areas, vending areas, stages, and other principal features of the venue.

ESTIMATED NUMBER OF CUSTOMERS, SPECTATORS, PARTICIPANTS AND OTHERS INTENDED, CALCULATED OR EXPECTED TO ATTEND THE EVENT EACH DAY:

DESCRIPTION OF ENTERTAINMENT (If any): WILL THERE BE AMPLIFICATION / DJ / MUSIC? YES NO
(If Yes, please describe):

DESCRIPTION TYPES OF RETAIL SALES/CRAFT VENDORS – BOOTHS (If any):

WILL YOUR EVENT INCLUDE SERVING ALCOHOL? No Yes

If "Yes", (whether free or sold), you will need to obtain a Special Event Liquor License through the State of Arizona after approval by the Town of Wickenburg. Additional, Liquor Liability Insurance Certificate must be provided to the Town of Wickenburg.

If already obtained, please provide the Date of Town Approval: _____

WILL FOOD OR BEVERAGES BE SERVED? None Served* Sold* Free* Catered*

*(*If you are serving, selling, providing "free" or catering food and/or beverages unless packaged and sealed, please contact Maricopa County Health Department at 602-506-6978, TTY 602-506-6704 AND provide the Town a copy of your Health Permit/Certificate.)*

WILL FOOD BE PREPARED ON SITE? No Yes (If Yes, please describe in detail)

WILL EVENT HAVE OPEN FLAME COOKING ONSITE? No Yes (If Yes, please describe method)

ALL ITEMS LISTED BELOW ARE SUBJECT TO INSPECTION BY THE TOWN OF WICKENBURG'S BUILDING INSPECTOR, FIRE CHIEF, AND POLICE DEPARTMENT

WILL CANOPIES OR TENTS BE INSTALLED ONSITE? No Yes (If Yes, list number/sizes/how will it be secured to the ground?)

WILL PORTABLE RESTROOMS BE PLACED AT EVENT? No Yes (If yes, please indicate number)

MECHANICAL CARNIVAL RIDES? No Yes (If yes, please indicate number and describe):

INFLATABLE RIDES? No Yes (If yes, please indicate number and describe):

TEMPORARY FENCING? No Yes (If yes, please provide location, length and type):

FIREWORKS / PYROTECHNICS? No Yes (If yes, please indicate types, number and duration):

ANIMALS ONSITE? No Yes (If yes, please indicate type, number and clean-up plan):

Please note that there are fees for all Town services provided for the event. The fee schedule is available on the Town's website at <http://wickenburgaz.org/DocumentCenter/View/2734>

PLEASE CHECK "YES" FOR ANY TOWN SERVICES NEEDED

PUBLIC WORKS DEPARTMENT

Barricades: No Yes List how many and the location _____

Bleachers: No Yes How many sections and location _____

Trash Containers: No Yes (90 gallon) How many and location _____

PARKS, RECREATION & FACILITIES DEPARTMENT

Open Restroom Facilities: No Yes (If available on site)

Picnic Tables: No Yes List how many and location _____

Facility/Field Lighting: No Yes List dates and times _____

USE OF MOBILE STAGE Yes Please contact the Parks, Recreation & Facilities Department at 928-684-5451 X 1557 or aloehl@wickenburgaz.org

OTHER: _____

ATTENTION: It is the responsibility of the event organizer to ensure trash is picked up during and at the conclusion of the event. Event organizer is responsible for all trash on the event site and any trash associated with the event or event patrons or spectators that impact the surrounding area, parking lot, adjacent streets, right-of-way, neighborhood homeowner's property, schools, businesses or places of worship.

BUSINESS LICENSE FEES:

A "Temporary Special Event Business License" is required for all vendors participating in the special event. This license is for one special event, and allows four (4) consecutive days. The license fee is \$25.00 per vendor and shall be collected by the event sponsor. All license fees shall be payable to the Town of Wickenburg and delivered by the event sponsor to the Town within 5-days after the event. If any vendor already has an annual Town business license, they DO NOT have to pay the \$25 temporary special event business license fee.

The Special Event Sponsor is required to fill out the attached form (Exhibit "A") for the Arizona Department of Revenue (AZDOR) for each individual vendor participating in the Event including their business name, owner name, sales tax identification number. The list shall be provided to the AZDOR and the Town 10 days prior to the event; and one week after the event for any changes that may have occurred.

PUBLIC SAFETY / SECURITY

Responsible Event Person Onsite Name: _____

Work Number: _____ Cell: _____

DESCRIBE YOUR PLANS FOR ONSITE SECURITY*: _____

WILL YOU BE REQUESTING OFF DUTY WICKENBURG POLICE OFFICERS? No Yes

* After reviewing the application, the Town reserves the right to require the use of off-duty Police Officers at the sole expense of the event organizer/sponsor.

IF SERVING ALCOHOL AT THE EVENT, PLEASE DETAIL ON THE REQUIRED SITE PLAN SUBMITTAL YOUR SECURITY MEASURES TO CONTAIN LIQUOR SERVICE ONSITE. Please describe below your procedure for identification checks pursuant to the sale of alcohol.

WILL YOU HAVE A FIRST AID STATION? No Yes (If Yes, please indicate location on Site Plan)

STREET CLOSURES / EVENT PARKING

A DETAILED DESCRIPTION / ROUTE AND/OR LOCATION MAP MUST BE INCLUDED WITH YOUR APPLICATION SUBMISSION. PLEASE NOTE THAT IF YOU PLAN TO USE U.S. 60, AN ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) PERMIT MUST BE OBTAINED BY APPLICANT. PLEASE ATTACH A COPY OF THE ADOT PERMIT ONCE OBTAINED. The ADOT Prescott District Permit Office, 1109 Commerce Drive, Prescott, AZ 86305, Phone: 928-777-5861, Fax: 602-239-6219.

STREET CLOSURES REQUESTED? No Yes (If yes, please list all locations for requested closures):

Start time: _____ End time: _____

(NOTE: All Street Closures must be approved by the Town Manager and Police Department prior to the event.)

Name of Contracted Certified Barricade Company: _____

Contact Name: _____ Phone: _____

PARTICIPANT AND SPECTATOR PARKING: Please describe and PROVIDE A MAP regarding your plans and any transportation provided: _____

GENERAL INSURANCE INFORMATION
(DOES NOT APPLY TO PRIVATE PROPERTY)

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Sponsor shall provide coverage with limits of liability NOT LESS THAN those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided the coverage is written on a “following form” basis.

OF NOTE: For events and activities, the Town’s Arizona Municipal Risk Retention Pool has a Tenant User Liability Insurance Program (TULIP) for any event ON TOWN PROPERTY. Procedure noted below:

TOWN OF WICKENBURG is a registered user of the TULIP program through the State Insurance Pool and the National League of Cities via One Beacon Entertainment. The Town’s assigned Entity ID CODE is 0501-053 (Please use this Code when requesting a quote)

How it works:

1. Log on to: www.onebeaconentertainment.com
2. Enter the Entity ID CODE (0501-053) or use the entity drop down menu
3. Select the type of “event” or “activity” from drop down menu (wedding, festival, etc.)
4. Answer the questions.
5. Select the event date or dates on the calendar by clicking on the day of the event (if multiple regularly scheduled dates, select all of those dates).
6. At this point, you are able to receive a quick Quote by clicking on: “Get your premium now the Quick Quote”.
7. If you would like to proceed and purchase the coverage, please complete the requested Contract & Credit Card Information, and coverage is automatically bound.
8. A Certificate of Insurance is issued and sent via email, in your Name or Organization’s Name, with a Certificate automatically sent via email to the Town of Wickenburg.

If you have any difficulties with this system or have questions about eligibility or classification of your event, please contact One Beacon Entertainment at 1-978-661-6662 (8:30 a.m. to 5 p.m. Pacific Standard Time)

1. **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to rented premises)	\$ 50,000
Liquor Liability (if alcohol is being sold)	\$1,000,000
COMMERCIAL GENERAL LIABILITY CONTINUED	

The Policy shall be endorsed to include the following additional insured language: “The Town of Wickenburg shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor of the following event and event dates....”

The Policy shall be endorsed to include Liquor Liability Coverage if alcohol is being sold or distributed at the event.

2. AUTOMOBILE LIABILITY (if applicable)

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles.

Combined Single Limit (CSL)	\$1,000,000
The Policy shall be endorsed to include the following additional insured language: "The Town of Wickenburg shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Sponsor, including automobile owned, hired and non-owned vehicles, of the following event and event dates...."	

3. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY (if applicable)

Workers' Compensation	Statutory
Employers' Liability: Each Accident	\$100,000
Employers' Liability: Disease – Each Employee	\$100,000
Employers' Liability: Disease – Policy Limit	\$500,000
The Policy shall contain a waiver of subrogation against the Town of Wickenburg.	
THIS REQUIREMENT SHALL NOT APPLY WHEN a contractor or subcontractor is exempt under A.R.S. 23-901 AND when contractor or subcontractor executes the appropriate sole proprietor waiver form.	

B. ADDITIONAL INSURANCE REQUIREMENTS: The insurance policies shall include, or be endorsed to including the following provisions:

1. On insurance policies where the Town of Wickenburg is named as additional insured, the Town of Wickenburg shall be an additional insured to the full limits of liability purchased by the Sponsor even if those limits of liability are in excess of those required by this agreement.
2. The Sponsor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Town, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

TOWN OF WICKENBURG CLERK'S OFFICE
ATTN: Special Events
155 N. Tegner Street, Suite A
Wickenburg, AZ 85390

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than B+ VI. The Town in no way warrants that the above-required minimum insurer rating is sufficient to protect the Sponsor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Sponsor shall furnish the Town with Certificates of Insurance (ACORD form or equivalent approved by the Town) as required at least two (2) weeks prior to the event. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the Town before the event commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of the event and remain in full effect for the duration of the event. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All Certificates of Insurance shall be sent directly to:

TOWN OF WICKENBURG CLERK'S OFFICE
ATTN: Special Events
155 N. Tegner Street, Suite A
Wickenburg, AZ 85390

PLEASE NOTE: The event title, location and dates shall be noted on the Certificate of Insurance. The Town reserves the right to require complete, certified copies of all insurance policies required at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO ANY OTHER DEPARTMENT OR LOCATION.

ACCESSIBILITY

It shall be the responsibility of the event organizer to ensure the event site is accessible to the disabled. Such examples are public sidewalks may not be blocked with tents, portable toilets, signs, or any other structures; cables or electrical cords must not create an obstacle; ADA accessible parking and portable toilets must be available. Vendors should be prepared to fully meet any accessibility requirements.

IMMIGRATION LAW WARRANTY

As required by A.R.S. §41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any sub-contractors in performance of the Services, sub-contractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A), and sub-contractors shall further warrant that after hiring an employee, such sub-contractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town, at its option, may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or sub-contractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. §23-214(A). Town retains the legal right to inspect the papers of any Contractor or sub-contractor employee who works on the Contract to ensure that the Contractor or sub-contractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If State Law is amended, the parties may modify this paragraph consistent with State Law.

RELEASE AND INDEMNIFICATION AGREEMENT

Applicant agrees to release, indemnify and hold harmless the Town of Wickenburg and its agencies, representatives, officials, employees and officers from and against any and all losses, liability, claims, actions, suits or damages including, but not limited to personal injury damages (including death) or property damages which arise, result, or otherwise might be attributable to: a) Applicant's dealings with third parties; b) the Town's issuance of this Special Event Permit; and, c) the Town's approval of security provisions regarding the proposed event for which this application is being prepared. This indemnification includes the costs of litigation and legal fees. Applicant agrees to pay its own expenses, to defend all of the persons to whom this covenant extends against any such claim.

Applicant shall have full control of the defense of any litigation and may settle, compromise or adjust the same, provided that the Town, on relieving Applicant in writing of indemnification, shall have the right to conduct any such litigation at its own expenses by its own counsel.

If Applicant is acting on behalf of an organization, Applicant certifies that he/she is the agent of the organization, is acting on the organization's behalf, and is duly authorized to execute this Release and Indemnification Agreement on the organization's behalf.

By signing below, Applicant acknowledges that he/she has read and agrees to abide by all the terms, conditions, rules and regulations of the Town Code, State and Federal when deemed appropriate. Applicant further acknowledges that depending on the nature and location of Applicant's special event, additional permits may be required.

Applicant further certifies that he/she has read and understands all terms of this Release and Indemnification Agreement and agrees that he/she shall be bound by its terms and conditions.

Applicant Signature: _____

Applicant Printed Name: _____

Date Signed: _____

Wickenburg Town Clerk's Office
155 N. Tegner Street, Suite A, Wickenburg, AZ 85390
Phone: 928-684-5451/Fax: 602-506-1580/Email: gleija@wickenburgaz.org or dables@wickenburgaz.org

