

Village of Merrill

148 W. Saginaw St. - Merrill, MI 48637-0485
Phone: (989)643-5660 – Fax: (989)643-5445

SPECIAL EVENT PERMIT APPLICATION

Background: Pursuant to the terms of the Village of Merrill's Special Events Policy, effective 2024 (the "Policy" which will be provided to the applicant on applicant's request) this application is necessary to provide a uniform and controlled procedure to allow for third party(s) to hold approved events that will occur on and utilize public property held by the Village of Merrill, including but not limited to, buildings, streets, sidewalks, parking lots, parks, land and rights of way ("Public Property").

Village Council has approved the following procedure:

1. Application Fee: There is a \$100.00 (one hundred dollar) application fee, refundable upon completion of the event.
2. Date of Application: _____
[The application must be submitted at least 6 (six) weeks prior to the date of the event].
3. Procedure: Upon timely submission of this application to the Village, it shall be promptly provided to the Village Council and the Village attorney. It shall be reviewed, if practicable, at the next-scheduled public meeting, or if not practicable, at a following public meeting. Village Council decisions on applications may be tabled or rejected for any of the grounds specified in **Section 15 below**.
4. Applicant Name(s): _____

[Name(s) of individual(s), and if applicant is an organization(s), name(s) of organization(s) and official capacity(ies) of individual(s) on behalf of the organization(s)]
5. Brief description, name, purpose, time, location of event and estimated number of attendees, and necessary diagrams to scale per the Special Events Policy (Please use continuation sheets if necessary):

6. Indemnity: The Applicant (and responsible individuals for the event to be determined by the Village pursuant to the Special Events Policy) agree to indemnify and hold the Village and its agents, officers, directors, members, managers, employees, subsidiaries, successors, and assigns (hereafter, the "Indemnified Parties") from and against any and all claims, judgments,

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causes of action, or demands, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of federal, state or local law or

regulation, or common law, or in equity, relating to the Public Property used for the event which may be sustained, suffered, or incurred by the Indemnified Parties.

Name of Applicant(s): _____

Signature of Applicant(s): _____

Name of Responsible Party(ies): _____

Signature of Responsible Party(iess): _____

7. Insurance: Subject to additional (or reduced) insurance requirements by Village Council, Applicant and/or the Indemnified Parties shall provide proof of liability insurance coverage of a minimum of \$1,000,000 (one million dollars) per occurrence and aggregate coverage of \$2,000,000 (two million dollars), naming the Village of Merrill as an additional insured on all required policy endorsements and should cover liability claims, losses, causes of action, personal injury, property damage or otherwise related to and/or arising out of the Indemnifying Parties use of Public Property and/or the Indemnifying Parties' agents, employees, customers and invitees, for all known and unknown risks associated with such uses. *[Satisfactory proof of insurance shall be provided to the Village at least 3 (three) weeks prior to the date of the event].*
8. Public Safety Personnel: The Village Council has the sole discretion to determine the whether, and the amount of, public safety personnel necessary for the event (police/fire/medical/traffic/uniformed safety officers), the costs of which may be solely imposed on the applicant by the Village Council.
9. Street Closures: Requests that include closures of Village streets (which may, or may not, require detours through Village streets) require the approval of the Village Street Administrator. The Applicant shall be responsible for all associated costs for closures of Village streets, such as barricades, traffic control devices, and public safety services. The Village shall provide the applicant with all required barricades and traffic control devices (including approved signages). If a Village street closure is approved for an event, the Applicant must provide written notification to all businesses and residences located on the street(s) to be closed at least 10 (ten) days prior to the event date, and the Applicant must post "No Parking" signs along the closed street at least 48 (forty-eight) hours prior to the event date, specifying the time and date the event starts and ends, which "No Parking" is in effect. Requests that include closures of non-Village streets and roads (which may, or may not,

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require detours through non-Village streets and roads) require the approval of the local road agency that has jurisdiction of the non-Village road (i.e., the Saginaw County Road

Commission). A map of the planned street and/or road closures shall be provided with the application along with the proposed dates and times of said closures, to scale plan (i.e. 1" = 50' minimum).

10. Alcohol-Related Events: Any event which plans for the consumption and/or sale of alcoholic beverages on Public Property shall be subject to the following terms and conditions:

a. The Applicant shall obtain all necessary approvals for the consumption and/or sale of alcoholic beverages on Village property from the Michigan Liquor Control Commission ("MLCC"). *[Said approvals shall be provided to the Village of Merrill office no later than 4 (four) weeks prior to the date of the event].*

b. The application shall contain a proposed **alcohol management plan** (subject to further modification by the Village Council) which identifies all participating liquor licensees, the hours of operation, the specific area that alcohol will be consumed and/or sold to scale plan (i.e., 1" = 50' minimum), and proposed security protocols to prevent overserving and prevent underage drinking.

c. All alcohol-related events shall be subject to additional insurance coverage(s) as determined by the Village Council, **see Section 7 above**.

11. Garbage Receptacles / Sanitary Facilities:

a. The event will provide the following proposed number of garbage receptacles:

b. The event will provide the following proposed number of sanitary facilities (i.e. handwashing stations and port-o-johns:

12. Restoration: The Applicant is responsible for returning the Public Property to its pre-event condition and agrees to reimburse the Village for damages and clean-up costs incurred by the Village after the Event. There shall be no digging or staking into paved areas of Public Property without the express approval of the Street Administrator. Any digging or staking into non-paved areas of Public Property is subject to the approval of the Michigan Utility Notification Center ("Miss Dig") by contacting 1-800-482-7171.

13. Inspections: The event is subject to all building, plumbing, mechanical, electrical, fire and traffic codes. And the Village Council, in its sole discretion, may require said related inspections as a condition to holding the event.

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14. Costs: Unless otherwise specified, the Applicant is responsible for all costs of the event, including, but not limited to, the Application fee, Applicant insurance costs, public safety official costs, road closure costs, MLCC permit fees, garbage receptacles/sanitary facilities costs, restoration costs, nuisance abatement costs and inspection costs.
15. Grounds for Rejection: At any time, this application may be tabled or rejected by the Village Council, in its sole discretion, for the following reasons: incomplete applications; material representation(s) and/or fraud by the applicant; untimely submissions of required information; the Applicant's failure to coordinate the event with the Village; inadequate insurance coverage; failure to obtain necessary approvals; failure to pay required costs; the Village has insufficient resources to address the proposed events' needs; weather-related hazards; and any other reason which poses an unacceptable risk to the health, safety and welfare of citizens and/or Public Property.
16. Signatures: Applicant and Additional Responsible Parties (if applicable) agree to abide by the terms and conditions of this Special Event Permit.

a. Applicant _____

[Name(s) of individual(s), and if applicant is an organization(s), name(s) of organization(s) and official capacity(ies) of individual(s) on behalf of the organization(s)]

b. Additional Responsible Parties _____

[Name(s) of individual(s), and if applicant is an organization(s), name(s) of organization(s) and official capacity(ies) of individual(s) on behalf of the organization(s), to be determined later by Village Council per the Special Events Policy]

17. Authorization: The Village of Merrill hereby approves the special event permit, subject to further conditions as specified in the Special Events Policy and contained herein this application:

Village of Merrill
By: _____
Its: President
Pursuant to _____