

**APPLICATION
SPECIAL EVENT PERMIT**

NON-REFUNDABLE APPLICATION FEE \$40.00

TODAY'S DATE _____

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

CONTACT PHONE NUMBER _____

NAME OF GROUP/ORGANIZATION ASSOCIATED WITH EVENT (IF ANY)

NAMES OF ANY OTHER PERSONS RESPONSIBLE FOR THE CONDUCT OF THE SPECIAL
EVENT

BRIEF DESCRIPTION OF EVENT

LOCATION(S) OF EVENT

START DATE _____ START TIME _____

END DATE _____ END TIME _____

ESTIMATED NUMBER OF PERSONS PARTICIPATING _____

NUMBER OF VEHICLES _____

PARKING PROVISIONS (INCLUDING WHERE "NO PARKING" SIGNS WILL BE USED):

SECURITY PROVISIONS_____

REQUESTS (IF ANY) FOR TIME AND LOCATIONS OF STREET CLOSING(S)_____

DESCRIPTION(S) & NUMBER OF ANIMALS INVOLVED (IF ANY)_____

PROVISIONS FOR CLEAN-UP _____

IF ANY PORTION OF EVENT OCCURS ON PUBLIC PROPERTY, CHECK WHICH OF THE FOLLOWING NEEDED PERMITS (IF ANY) ARE ATTACHED:

- ☐ BUILDING
- ☐ ELECTRICAL
- ☐ FOOD SERVICE
- ☐ ALCOHOLIC BEVERAGE
- ☐ OTHER(S) - LIST _____

CHECK ALL OF THE FOLLOWING WHICH WILL BE INVOLVED IN THE EVENT:

- ☐ AMPLIFIERS
 - ☐ AMUSEMENT RIDES
 - ☐ BANNERS
 - ☐ BARRICADES
 - ☐ CARNIVAL
 - ☐ CIRCUS
 - ☐ DUMPSTERS
 - ☐ FOOD SERVICE
 - ☐ LOUDSPEAKERS
 - ☐ PORTABLE TOILETS
 - ☐ PROPOSED STRUCTURES
 - ☐ RESTROOM FACILITIES (WHERE AVAILABLE)
 - ☐ SANITATION
 - ☐ SIGNS
 - ☐ STAGES
 - ☐ TENTS
 - ☐ TRAILERS
 - ☐ WATER
- ☐ SKETCH - ATTACH A SKETCH SHOWING THE AREA TO BE USED DURING THE EVENT, ALONG WITH THE LOCATION OF AMPLIFIERS, AMUSEMENT RIDES, BANNERS, BARRICADES, CARNIVAL, CIRCUS, DUMPSTERS, FOOD SERVICE, LOUDSPEAKERS, PORTABLE TOILETS, PROPOSED STRUCTURES, RESTROOM FACILITIES (WHERE AVAILABLE), SANITATION, SIGNS, STAGES, TENTS, TRAILERS, AND WATER.

☐ CERTIFICATE OF INSURANCE - CITY OF HALTOM CITY AS CERTIFICATE HOLDER

☐ INDEMNITY AGREEMENT - ATTACH A COPY OF APPLICANT'S WRITTEN AGREEMENT TO INDEMNIFY THE CITY AND ITS OFFICERS AND EMPLOYEES AGAINST ALL CLAIMS OF INJURY OR DAMAGE TO PERSONS OR PROPERTY, WHETHER PUBLIC OR PRIVATE, ARISING OUT OF THE SPECIAL EVENT, INCLUDING CLAIMS OF THE CITY FOR DAMAGE TO CITY PARKS AND OTHER CITY PROPERTY.

☐ MUST STILL COMPLY WITH THE HALTOM CITY ORDINANCE, SECTION 66-14 AND 66-15, REGARDING LOUD NOISE. PERMIT DOES NOT EXEMPT HOLDER FROM VIOLATIONS OF THIS ORDINANCE (SEE ATTACHED).

☐ ATTACH COPY OF RECEIPT FOR NON-REFUNDABLE APPLICATION FEE.

SIGNED this _____ day of _____, 20____.

Special Event Permit Holder

Signature

Name (printed)

☐ AUTHORIZED

☐ DENIED

DATE

CODY PHILLIPS - CHIEF OF POLICE

SPECIAL EVENT PERMIT HOLDER INDEMNITY AGREEMENT

Special Event Permit Holder, hereinafter referred to as "Permit Holder," agrees to protect, defend, indemnify and save the City and its officers and employees harmless from and against all claims, demands and causes of action of every kind and character, losses, costs, expenses, attorneys fees and damages of every kind and character, without limit and without regard to the cause or causes thereof, or the negligence of any party or parties, including the concurrent negligence of City or its officers and employees, except for such losses, costs, expenses and causes of actions that are occasioned by, or the result of, the sole negligence of City or its agents, servants, or employees, arising out of, or in connection with, the special event permitted herein.

Permit Holder shall, with regard to such special event, also indemnify, protect and save the City, its directors, officers and employees harmless against any and all cost or expense of whatever kind or nature, including costs of litigation, attorney fees and reasonable expenses in connection therewith, whether or not such loss, injury, or damage shall be valid or groundless, and Operator shall be bound and obligated to assume the defense thereof, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from, or arising out of, such injuries, death or damages without reimbursement from City. It is understood and agreed by Permit Holder that in case City, its officers, agents and employees, are made defendant in any suit or action, and Permit Holder fails or neglects to assume the defense thereof, after having been notified to do so by City, that City may compromise and settle or defend any such suit or action, and Permit Holder shall be bound and obligated to reimburse City for the amount expended by it in settling and compromising any such claim, or in the amount expended by City in paying any judgment rendered therein, together with all reasonable attorneys' fees incurred by City by reason of its defense or settlement of such claims.

SIGNED this _____ day of _____, 20____.

Special Event Permit Holder

Signature

Name (printed)

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, _____, on this day personally appeared _____, known to me, or proved to me on the oath of _____, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

Sec. 66-14. - Noises—Declaration of nuisance and illegality.

(a) Any unreasonably loud, disturbing, unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is declared to be a nuisance and is prohibited.

(b) Any noise of such character, intensity and continued duration, which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities, is declared to be a nuisance and is prohibited.

(Ord. No. 214, § 1, 6-12-58; Code 1973, § 13-16)

Sec. 66-15. - Same—Enumeration.

The following acts, among others, are declared to be nuisances in violation of this Code, but said enumeration shall not be deemed to be exclusive:

(1) The playing of any radio, phonograph or other musical instrument in such manner or with such volume, during the hours between 10:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort, or repose of persons of ordinary sensibilities in any dwelling, hotel, or other type of residence.

(2) The use of any loudspeaker or amplifier of such intensity that annoys and disturbs persons of ordinary sensibilities in the immediate vicinity thereof, except by permit issued by the city manager for nonpolitical purposes.

(3) The keeping of any animal or bird which by causing frequent or long-continued noise shall disturb the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.

(4) The continued or frequent sounding of any horn or signal device on any automobile, motorcycle, bus, streetcar or other vehicle except as a danger or warning signal; the creation by means of any such signal device of any unreasonable loud or harsh device for any unnecessary and unreasonable period of time.

(5) The running of any automobile, motorcycle, streetcar or vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, jarring, or rattling noise or vibrations.

(6) The blowing of any steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work, or as a warning of danger.

(7) The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(8) The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.

(9) The erection, including excavation, demolition, alteration or repair work on any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public safety and convenience, and then only by permit from the city council, which permit may be renewed by the council during the time the emergency exists.

(10) The creation of any excessive noise on any street adjacent to any school or institution of learning while the same is in session or adjacent to any hospital which unreasonably interferes with the workings of such institutions, providing conspicuous signs are displayed in such manner indicating that the same is a school or hospital area.

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- (11) The creation of any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers.
 - (12) The raucous shouting and crying of peddlers, hawkers and vendors, which disturbs the peace and quiet of the neighborhood.
 - (13) The use of any bell, drum, loudspeaker, whistle, or other instrument or device for the purpose of attracting attention by the creation of noise to any performance, show or sale of merchandise.
 - (14) The parking or storage between the hours of 10:00 p.m. and 7:00 a.m. of any motor vehicle, with any motor or motors affixed thereto left in operation, for a period in excess of one hour, within a distance of 200 feet from any family dwelling.
 - (15) The commercial changing of automobile or truck tires by use of metal tire irons and tools between the hours of 10:00 p.m. and 7:00 a.m. within a distance of 200 feet from any family dwelling.
- (Ord. No. 214, § 2, 6-12-58; Code 1973, § 13-17)