CITY OF LAFAYETTE

SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT

DO NOT USE FOR
* Contractor vehicle permit
OR
* Single Day Temporary Parking Restriction Request

DIRECTIONS

Step One:

- If this request involves closing a street
  Contact Lafayette Police – Special Operations Division / 765-807-1293
- If this request involves renting the Big Four Depot - Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge
  Contact Facilities Department for availability / 765-807-1323

Step Two:

- Complete and submit this application to Lafayette Clerk's Office
  City Hall, 2nd floor, 20 N 6th Street, Lafayette, IN / 765-807-1021

User Information

Date of Event: 6/20/22 Time: From: 8:00 am/pm to: NOON am/pm

Name: LFD Organization: Fire Dept

Street Address: 443 N. 4th

City: Lafayette State: In Zip Code: 47901

Contact person(s): Randy Evans Phone Number(s): 765-418-9507

Email: rlevans@lafayette.in.gov

Event Description: LFD Rescue Training

Caterer: ø Caterer's Phone Number: ø

This event will utilize the following venues (check all that apply):

☐ Big 4 Depot - Community Room ☐ Riehle Plaza ☒ John T. Myers Bridge

☐ City Right-of-way ☐ City Street ☐ Sidewalk ☐ Other _____

This event will include the following elements (check all that apply):

Estimated Attendance: 15 ☐ Private Trash Hauler (must be removed by 8am following day)

☐ Street/Sidewalk/Right-of-way restriction or closure ☐ Food or Beverages

☐ Restroom Facilities (required for events 4+ hours) ☐ Tents/Canopies

☐ Alcohol (security is required) ☐ Security (required when serving alcohol)

Not sure if you need an A&E Permit? Go to:

☐ Amusement & Entertainment Permit #_____ http://www.in.gov/dhs/2795.htm

☐ Stage ☐ Fireworks ☐ Outdoor cooker/grill ☐ Other _____

Optional Equipment & Services:

☐ Traffic Control: barricades, ***No Parking*** signs, water barriers, ***Road Closed*** Signs $25

☐ City Equipment: Trash totes, picnic tables, other $25

Timetable *(Minimum # of days. Advanced planning is encouraged; sequence remains the same)*

0	7 days		14 days	21 days			42 days
	Pre-planning		Notices	Event Preparation			Event
Begin	1st week	2nd week	3rd week	4th week	5th week	6th week	
	First contact	Submit Application Pre-event Meeting	Contact Neighbors prior to Board of Works Hearing	Board of Works Public Hearing & Approval			Date of Event

Application submittal checklist

☒ Application

☐ Pre-event meeting (if required)

☐ Good Neighbor letter to neighboring properties (**send or deliver to neighbors 7 days <u>prior</u> to Board of Works hearing**)

☒ Letter of request to Board of Works (omit if only using Big Four Depot community room)

☐ Receipt – payment made to City of Lafayette

- Damage Deposit: $ _____ (required only when renting Depot)
- Permit Fee: $ ∅ (fee waived when renting Depot)
- Rental Fee: $ _____
- Equipment & Services: $ _____ (optional)

☑ Certificate of Insurance

☐ Amusement & Entertainment Permit # _____

Not sure if you need an A&E Permit? Want more information? Go to: http://www.in.gov/dhs/2795.htm and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**

☐ Traffic Control / Public Safety / Emergency Plan

☑ User Agreement

☑ Board of Public Works and Safety meeting (if required)

USER AGREEMENT:

INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the venue(s) indicated above on this document (the "Property"), which Property is owned by the City of Lafayette, User as indicated below, for User and User's legal representatives, successors, and assigns, hereby releases waives and discharges the City of Lafayette, it officers, departments and employees and of them (herein collectively, "City") from all liability to User and User's officers, members, legal representatives, successors, invitees and assigns (herein collectively "User") from any and all loss or damage, and any claim of damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, whether caused by the negligence of City, or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property. User shall exercise the privileges under this Agreement at User's own risk, and irrespective of any negligence of City, User shall indemnify and hold City harmless from any and all liability for all damages, costs, losses and expenses resulting from, arising out of, or in any way connected with User's use and possession of the Property, including attorney fees incurred by City in defending any action arising out of User's possession or use of the Property, whether caused by negligence of the City, or any of them, or otherwise. City shall not be liable to User for any reason whatever User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of City or any of them as to the condition of state of repair of the Property or to its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above Indemnification and Release and the Policy and Rules governing the use of any public property, city street, sidewalk or public property within the city's right-of-way, the James F. Riehle Plaza, Big Four Community Room, and John T. Myers Main Street Pedestrian Bridge. I agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow such Rules and Regulations which are incorporated and made a part of this user agreement.

"Lafayette Board of Works"

By: _____

Date: _____

"User"

By: _____
Signature

Printed: Randy Evans

Date: 6-9-2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marci Kuhlman Account Manager	
Henriott Group, Inc. Renaissance Place 250 Main Street, Suite 650 Lafayette IN 47901-1287	PHONE (A/C, No, Ext): (765) 429-5000	FAX (A/C, No): (765) 423-2599
	E-MAIL ADDRESS: mkuhlman@henriott.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Atlantic Specialty Ins Co	27154
INSURED City of Lafayette 20 North 6th Street Lafayette IN 47901	INSURER B: JWF Specialty Company (Div of Old National Ins)	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-22 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			791-00-04-29-0010	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			791-00-04-29-0010	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			791-00-04-29-0010	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 12,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC008481	01/01/2020	01/01/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

** FILE COPY **

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marci Kuhlman

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