WEST CONSHOHOCKEN BOROUGH 112 FORD STREET WEST CONSHOHOCKEN, PA 19428 (610) 828-9747 FX (610) 828-9646

SPECIAL EVENT APPLICATION SUMMARY

This package contains the forms required for your Special Events Application to West Conshohocken Borough. Adherence to these instructions and checklist will assure expedited submission.

Additional forms may be required, in accordance with the type of event.

Please print **SINGLE SIDED** documents for submission.

√	APPLICATION FORMS INCLUDED	
	Special Event Permit Application	
	Special Events Insurance Requirements	
	Insurance and Indemnification Agreement	
	Affidavit – Providing Proof of Notification for A Special Event	
	Temporary Tent or Membrane Structure Permit Application (if applicable)	
	Contract for Extraordinary Law Enforcement Services (if applicable)	
	Document Checklist for Event Application Submission	

✓	<u>FEES</u>	
	Special Events Application Form and Fee. See fee schedule - Section 12-D "Miscellaneous" / "Special Event Permit Application"	
	Temporary Tent Application Fee. (if applicable) See fee schedule – Section 6-B "Fire Safety Permits" / "Temporary Membrane Structures & Tents"	

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SPECIAL EVENT PERMIT APPLICATION

Telephone: M	obile Phone:	Email Address:
Chief Officer of Sponsoring Organization:		
On Site Contact:		
Name:	Telephone:	
Event Information:		
Type of Event:		
Event Title:		
Event Date:		
Location / Staging Area:		
Event Hours:		
Set Up/Assembly Date:	Hours:	
Take Down/Dismantle Date:	Hours:	
Estimated Number of Event Participants / Volu	nteers:	
Estimated Number of Spectators:		
•		tten permission of the property owner(s), including ctures, such as tents, food concessions, vendors, etc.
The plan should also show adequate fire lanes taddition, the site plan or map should show the		ess and egress of emergency services vehicles. In owing:
-Lighting Facilities (if a night event)	-First Aid Fa	icilities and Ambulances

-Fencing Barriers and Barricades

-Other Related Event Components

-Canopies and Tents

-Vehicles and Trailers

-Tables and Chairs

-Generators and Power Sources

-Booths, Exhibits, Displays and Enclosures

-Scaffolding, Bleachers, Platforms and Stages

If food will be cooked on site, please specify the method:	Gas / Propane	Electric Charcoal	Other (Specify):
Number of Portable Toilet Facilities to be provided:	(One (1)	is required for every 2	00 people)
Number of ADA Accessible Toilet Facilities to be Provided	d:		
(Ten Percent (10%) of total portable toilets must be	e ADA accessible)		
Attach a detailed description of the waste management sanitation services for special events. The applicant is re of the event. The event location(s) must be returned to refundable sanitation escrow from the applicant to ensu completion of the event.	sponsible for the a clean, pre-event	disposal of solid waste condition. The Borou	throughout the period gh may require a
Attach a detailed ADA Accessibility Plan for this event.			
Attach a detailed description of the event parking and tr	ansportation / sh	uttle plan for the event	ſ.
Attach a detailed description of entertainment / attract amplified sound systems, inflatables or similar devices, s			
Certification and Attestation:			
I certify that the information contained in the foregoing belief, that I have read, understand and agree to abide be Event as set forth by West Conshohocken Borough and I and regulations established by the Council of the Borough further certify that I, on behalf of the organization, am a agree to be financially responsible for any cost and fees Conshohocken Borough.	y the rules and re understand that t the of West Consho lso authorized to	gulations governing the his application is made hocken. I agree to abi commit that organizati	e proposed Special e subject to the rules de by these rules, and on, and therefore
I, through the signing of this application, indemnify, hold agents, officials and employees from all suits and actions and judgment of every name and description against the property by reason of any action or omission by the ever	s, including reason e Borough as a res	able attorney's fees an	d all costs of litigation
Name of applicant:			
(Print)	(Signature	2)	
Title:	Date:		

WEST CONSHOHOCKEN BOROUGH SPECIAL EVENT PERMIT INSURANCE REQUIREMENTS

<u>Insurance</u>

1. The Applicant shall purchase and maintain throughout the event, including its set-up and clean up, commercial general liability insurance or its equivalent with minimum limits of:

\$ 1,000,000	each occurrence;
\$ 1,000,000	personal and advertising injury;
\$ 2,000,000	general aggregate; and
\$ 1,000,000	products/completed operations aggregate.

- 2. This commercial general liability insurance or its equivalent shall include coverage for all of the following:
 - a. Liability arising from premises and operations;
 - b. Liability arising from products and completed operations;
 - c. Contractual liability including protection for the Applicant from bodily injury and property damage claims arising out of liability assumed under this agreement;
 - d. Liability arising from the explosion, collapse, or underground (XCU) hazards;
 - e. Liability arising from athletic or sports participation (if an event at which athletic or sports participation will occur); and
 - f. Liability arising from bodily injury to spectators.
- 3. The Borough and the Borough's elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insureds on this commercial general liability insurance policy as respects the permitting of the event to be held by the Applicant within the Borough. Use of ISO form CG 2012, Additional Insured State of Political Subdivisions Permits, or its equivalent is required. Applicants are also required to name PennDOT as an additional insured on Applicant's commercial general liability policy, if a state highway is involved.
- 4. If any aircraft (helicopters, hot air balloons, fixed wing aircraft, drones) will be involved in the event in any way, the Applicant shall provide evidence that aircraft liability insurance or its equivalent, with a minimum limit of \$1,000,000 per event, including its set-up and clean-up.
- 5. If the Applicant has any employees, the Applicant shall purchase and maintain throughout the event, including its set-up and clean-up, workers' compensation insurance or its equivalent with statutory benefits as required by any state or federal law, including standard "other states" coverage, and employers' liability insurance or its equivalent with minimum limits of:

\$ 100,000	each accident for bodily injury by accident;
\$ 100,000	each employee for bodily injury by disease; and
\$ 500,000	policy limit for bodily injury by disease.

6.	The Applicant shall purchase and maintain throughout the event, including its set-up and clean-up,
	umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 2,000,000 per occurrence;

\$ 2,000,000 aggregate for other than products/completed operations and auto liability; and

\$ 2,000,000 products/completed operations aggregate

and including commercial general liability insurance on the applicable schedule of underlying insurance.

Indemnification

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Borough, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other connected therewith, arising out of or connected to the Applicant's special event permit.

Waiver of Subrogation

To the fullest extent permitted by law, the Applicant and its employees, officials, volunteers, agents and representatives waive any right of recovery against the Borough and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the Applicant's special event within the Borough or arising out of Applicant's operations within the Borough with respect to such event. The Applicant shall advise its insurers of the foregoing.

Damage to Property of the Applicant and its Invitees

The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is within the Borough.

Applicant hereby agrees with the above requirements.

Event:

Event Date(s):

Sponsor:

Trade Name

By:

Authorized Signature / Title

Date:

Insurance and Indemnification Agreement

Insurance

- a. Sponsor, at its own expense, shall procure, carry, and maintain on all of its operations, worker's compensation and employer's liability insurance covering all of its employees, public liability and property damage insurance, and automotive public liability and property damage insurance. Coverage limits shall be in accordance with the requirements listed below. Sponsors are required to name West Conshohocken Borough as an additional insured on sponsor's General Liability policy. Sponsors are also required to name PennDOT as an additional insured on sponsor's General Liability policy, if a state highway is involved. Sponsor's insurance shall be primary.
- b. Sponsor shall provide to West Conshohocken Borough, two (2) weeks prior to commencement of event, a certificate from the insurance company or companies that such insurance is in force and will not be canceled without thirty (30) days written notice to West Conshohocken Borough.
- c. Required Limits shall be:

Minimum General Liability Coverage (Occurrence Basis):

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 General Aggregate

- \$ 500,000 Any One Occurrence (Coverage A)
- \$ 500,000 Any One Person or Organization (Coverage B)

Minimum Automotive Liability Coverage:

\$500,000 Each Accident (written on a comprehensive basis)

Minimum Employers Liability Coverage (Coverage B on the Worker's Compensation policy):

\$100,000 Each Accident

\$100,000 Each Employee for Injury by Disease

\$500,000 Aggregate for Injury by Disease

Sponsor hereby agrees with above requirements.

Indemnification

To the fullest extent permitted by law, Sponsor shall defend, indemnify and hold harmless West Conshohocken Borough, and its agents, consultants, employees, and officials (the Indemnities) from all claims for bodily injury and property damage that may arise from performance of the event held by the sponsor, the sponsors subcontractors or anyone employed directly or indirectly by them or by anyone for whose acts they may be liable.

,	-8
Event:	
Event Date(s):	
Sponsor:	
	Trade Name
By:	
·	Authorized Signature / Title
Date:	

AFFIDAVIT

PROVIDING PROOF OF NOTIFICATION FOR A SPECIAL EVENT

l,	, do hereby cer	tify that on _	
(Name)		_	(Date)
I did notify, by			
(attach copy o	f type of notice, e.g. flyer, letter	r, etc.)	
the property owners and businesses lister United States Postal Service Regular Mail		· ·	_
onica care i cara ca nos nos angla an man		od of Delivery)	
of the special event entitled			
	(Name	of Event)	
scheduled for,	between the hours of _		
(Date)		(Start Time)	(End Time)
in West Conshohocken Borough, Montgo	mery County, PA.		
	Event Sponsor / Coo	ordinator	
	(Type or Print Name)		
	(Signature)		
Sworn to and Subscribed before me this:			
Day of, 20			
(Signature Notary Public)	-		
My commission expires	_		

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Temporary Tent or Membrane Structure Permit Application

Property Address where structure w	vill be locate	d:		
Location on the Property:				
Installation Date:				
Property Owner: Name:				
Address:				
Telephone Number:		Email:		
Occupant of Structure: (Contact for occu Name:	•			
Address:				
Telephone Number:				
Temporary Structure Information (Attac and additional sheets if multiple structur	•	sheets for temporary str	ucture, flammability certificati	on
Dimensions:ft. X Height:ft.	ft.	Total Floor Area:	sq ft	
Provided/Supplier of temporary structure Name:				
Address:				
Telephone Number:		Email:		
Electrical hook-ups, lighting, or electrical	equipment:	Yes (Attach expla	nation) No	
Cooking equipment:		Yes (Attach expla	nation) No	
Fire extinguisher(s);		Yes	No	
Applicant:	Dat	:e:		
(Signature) Code Official:	Da	ite of Approval:		

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Contract for Extraordinary Law Enforcement Services

Parties:	1. The Borough of West Conshohocken (Borough)			
	2	(Applicant)		
•	ties agree that the Applicant shall pay the West Conshohocken Borough to provide extraordinary law ment services pursuant to the terms of this contract as set forth below.			
Descripti	ion of Service:			
Date of S	Service: Beginning	and Ending		
On each	day at times from:	to:		
The locat	tion(s) the services are to be perform	ed:		
The antic	cipated number of Police Officers to b	pe assigned to this event / activity:		
The antic	cipated cost of the extraordinary law	enforcement services is:	\$	
West Cor	nshohocken Borough shall submit its	bill to:		
Name / P	Position:			
Address:	:			
Phone:				
Email:				

Upon billing by West Conshohocken Borough, the Applicant shall promptly pay the cost of services described herein. "Promptly pay" as used herein shall mean thirty (30) days from the date of billing.

All employees of the Applicant and the West Conshohocken Borough Police Department working under this Agreement shall remain employees of their respective organizations for all purposes, including but not limited to liability. All immunities and defenses applicable to the State, its agencies, its political subdivisions, its municipalities, and/or law enforcement officers or employees, including but not limited to sovereign immunity, are preserved and shall be unaffected by this agreement.

Either party may terminate this Contract for any reason by giving the other party prompt notice of the intention to do so. This notification provision shall not prohibit West Conshohocken Borough from immediately terminating this Contract or reassigning law enforcement personnel assigned to this Contract to other duties as emergencies may require.

This Contract shall be construed, governed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

This Contract has no exhibits, contains all agreements, conditions, and understandings made between the parties and supersedes all prior written or oral agreements between them with respect to the matter discussed herein and requires West Conshohocken Borough to abide by the following requirements:

- a. The Officer(s) assigned to a project will be an off-duty Officer(s) in full uniform, with a marked police car with all of the usual police equipment.
- b. The Officer(s) at the site will be under the command of their Commanding Officer. The Officer(s) will cooperate as much as possible with the Applicant, especially in terms of specific locations in which to set up, and will respond to reasonable requests.
- c. It is understood by the Applicant that the law enforcement duties of the Officer(s) take precedence over the services provided under this Agreement. Should an Officer(s) be called to active duty status, the Officer(s), although not required will make every effort to notify the Applicant and West Conshohocken Borough will not be responsible for any incidents that occur while the Officer(s) is away from the event or activity. West Conshohocken Borough will make every effort to ensure that the Officer(s) returns to the event or activity as soon as possible. Furthermore, the Applicant is not responsible for reimbursing West Conshohocken Borough for the Officer(s)'s time while away from the activity or event.
- d. Should the Officer(s) need to leave the event or activity, he/she will make every effort to notify the Applicant.
- e. Reimbursement for the use of Officer's time shall be paid on an hourly basis per officer utilized. The assignment of an off-duty Officer is subject to a four (4) hour minimum requirement in accordance with the terms of the current Collective Bargaining Agreement between West Conshohocken Borough and the West Conshohocken Police Department.

Each individual executing this Contract on behalf of a party represents and warrants that such individual is duly authorized to execute and deliver this Contract on behalf of the party the individual purports to represent and that this Contract is enforceable against either entity in accordance with its terms.

West Conshohocken Borough Police Department

By:	Witness:
(Print Name)	(Print Name)
Signature:	Signature:
Date:	-
Applicant:	_
(Name of Organization)	
Ву:	Witness:
(Print Name)	(Print Name)
Signature:	Signature:
Date:	

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CHECKLIST FOR SPECIAL EVENTS APPLICATION SUBMISSION

<u>EVENT NAME</u> <u>DATE OF EVENT</u>

√	Packet Order	Documentation	
	1	Narrative (Description of the Event)	
	2	Hourly Itinerary	
	3	Route Map (for parades, runs, races, walks, bike tours, etc.)	
	4	Site Map Plan (showing tents, portable toilets, vendors, etc.) if applicable	
	5	Special Events Application Form (2 pages)	
	6	Insurance Certificate naming West Conshohocken Borough additionally insured	
	7	Special Events Insurance Requirement Form	
	8	Insurance and Indemnification Agreement	
	9	PennDot Road Closure Permit if applicable	
	10	Affidavit(s) for Public Notification (Due two weeks before event) Include copy of public notification postcard or flyer and addresses involved	
	11	Contract for Extraordinary Law Enforcement Services if applicable	
	12	Waste Disposal Plan ADA Accessibility Plan Event Parking / Shuttle Plan	
	13	Proof of Portable Toilet Plan (if more than 200 attendees expected) Please state how this could be resolved using other alternatives	
	14	Barricades and No Parking Signs	
	15	Additional Forms / Permits and Notices:	
	16	Borough Road Closure Request (list all roads to be considered for closure)	
BOROUGH USE ONLY			
	Police Chi	ef Review SIGN/DATE:	
		re Marshal Review SIGN/DATE:	
	Public Works Director Review SIGN/DATE:		