

**CITY OF COLUMBUS
SPECIAL USE PERMIT APPLICATION FORM**

Policy: A Special Use Permit is required for persons seeking to make use of city property or rights-of-way, or both. Special uses may include, but are not limited to, activities such as: art festivals, fairs, tours, concerts, holiday celebrations, business promotional events, car washes, bicycle races, runs, parades, marches and processions, motorcades, assemblies, etc. which occur wholly or partial on City owned and maintained property, such as streets, sidewalks, boulevards, and parks.

Requirements: The following items are required to be completed when submitting a Special Use Permit Application. A separate application for each special use request must be submitted. Applications will not be accepted until all items on this list are completed and submitted together. Requests will be accommodated on an “as available” basis, regardless of prior use.

1. A completed, legible, and signed Special Use Permit Application Form.
2. A completed, legible, and signed Special Use Permit Questionnaire which specifies exact City property locations and times desired for use.
3. A Certificate of Insurance from your insurance provider which meets the following requirements:
 - a. The permit applicant named as the insured party. (If insurance is obtained through an affiliate organization, then documentation must be attached to verify the current affiliation)
 - b. A minimum of \$750,000 per claim / \$1.5 million per occurrence liability coverage.
 - c. Valid throughout requested dates of use. If your current coverage expires prior to or during the requested dates of use, please attached your current Certificate of Liability Insurance coverage. The City will not follow up to ensure the renewed insurance certificate is received; this is the sole responsibility of the permit applicant.
 - d. “City of Columbus” must be listed as an Additional Insured on the Certificate of Liability Insurance.
4. Return the completed Special Use Permit Application Form, Special Use Permit Questionnaire, Certificate of Insurance, and any other attachments to the City Clerk at Columbus City Hall located at 408 East 1st Avenue North, Columbus, MT 59019. Applications may also be mailed to the City Clerk at P.O. Box 549, Columbus, MT 59019.

Terms of Agreement: The Special Use Permit is approved only upon the following terms and conditions:

In consideration of the covenants expressed herein, the City does hereby grant permission to the above permit applicant:

1. Time shall be the essence in this agreement, and the time granted shall not be extended or the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the City.
2. Applicant agrees to comply with all local, state, and federal laws and regulations applicable to the use of the City's property.
3. Applicant agrees that it will not conduct activities with flames, flammable, or hazardous materials without the prior approval of the Columbus Fire & Rescue and Public Works Department.
4. Applicant agrees that no advertising or sales promotional materials shall be posted or distributed in or about the City's property or announced or publicized over any loudspeaker system without having first obtained the City's permission.
5. Applicant agrees that cars, trucks, or trailers hauling concessions shall be parked at the curb or in the parking lots. No merchandise or equipment used to sell concessions can be stored on City property. Groups selling concessions will be responsible for the clean-up of litter and debris from concession sales. Failure to comply may result in loss of permit.
6. If the event or activity involves the sale of food or beverages, or both, then all applicable health regulations must be adhered to.
7. Applicant agrees that repeated failure to use the City's property during the days and times scheduled shall result in rescheduling by the City to achieve an optimum level of use.
8. Applicant shall not injure, mar, or in any way deface or alter the City's property premises without having first obtained the City's permission.
9. Applicant agrees that it will not use City equipment, tools, or furnishings, located in or about the City's property, without first seeking and receiving the City's approval.
10. Applicant agrees to pay the City for any special maintenance, damage, and repairs caused to the City's property or facilities by their event or activity.
11. Applicant understands and agrees that during the term of this Special Use Permit other events may be held in other parts of the described City property not included in

this Special Use Permit, and Applicant shall so conduct its activities so as not to interfere with other such unrelated activities.

12. Applicant hereby indemnifies and holds the City harmless from any and all loss, damage or injury to any person or persons or property, arising from any cause or for any reason whatsoever in or about the described City property; and Applicant further agrees to waive all claims against the City on account of any loss, damage or injury from whatever cause which may occur to it its property in the use and occupancy of said described City property, the giving of this waiver is one of the considerations upon which this Special Use Permit is granted.
13. Applicant agrees to furnish the City of Columbus a Certificate of Liability Insurance which shall state that no coverage shall be amended, altered, canceled, or reduced without giving at least two weeks (14 days) written notice, by the insurance provider, to the insured and the City of Columbus. The limits of liability coverage for the period of this Agreement shall be a minimum of \$750,000 per claim / \$1.5 million per occurrence and the City of Columbus must be named on the Certificate of Liability Insurance as a Primary Additional Insured (non-contributory). Said Certificate of Liability Insurance must be completed with the City at least fourteen (14) calendar days prior to the starting date of this Agreement, and this Agreement shall not be signed or put into effect until the Certificate of Liability Insurance has been received and approved by the City.
 - a. If the special use will be held on airport property, then the insurance policy must include an aircraft endorsement. Proof of said endorsement shall be provided to the City.
 - b. If the special use involves alcohol sales or consumption, or both, then the insurance policy must include a liquor liability endorsement. Proof of said endorsement shall be provided to the City.
14. The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this Special Use Permit shall not be used in any manner that would discriminate against any person or persons based on sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.
15. Applicant shall not assign or transfer this Special Use Permit, or sublet any portion thereof, without the City's prior written consent.
16. Applicant agrees that the City and/or its designated representatives may enter upon the described City property or facilities at all reasonable times to ensure conformity with this Special Use Permit.
17. No portable toilets shall be placed within City property without prior approval from the Public Works Department.

Review Procedure: Upon receipt of a completed application, the City will review the application as follows:

1. The City Clerk will distribute the application to the Public Works Department, Fire Department, Police Department, and City Attorney.
2. Following review by the above departments, the applicant may be contacted by the City if a meeting is requested to determine whether the application submitted may be modified to satisfy the City’s liability or use concerns.
3. If necessary, a traffic control plan shall be submitted as part of the application and approved by the Public Works Department.
 - a. Barricades, signs, and delineation equipment shall be installed and removed per the approved traffic control plan.
 - b. The City reserves the right to change the event route if it is deemed necessary for safety purposes or to maintain vehicular traffic flow.
 - c. If traffic control devices are required, the applicant will be responsible for placing and removing all such devices. The applicant will be responsible for the replacement cost of any damaged or unreturned City equipment used for the special use.
4. After the application has been reviewed by the City departments, it will be presented to City Council at its next regularly scheduled meeting for review and approval.

This Special Use Permit constitutes the entire agreement between the Parties hereto. By my signature, I hereby acknowledge that I have read, understand, and agree to the policies and procedures set forth in this City of Columbus Special Use Permit Application Form.

Applicant’s Signature

Date

Applicant’s Printed Name

Received by (City Representative)

Date