



Temporary Event Permit Application

Fee \$52.00

Application must be submitted at least thirty days prior to the scheduled event. A Special Land Use Permit may be required.

Sponsor's Name: _____

Address: _____

Phone #: _____ Email: _____

Event Date/Hours: _____

Description of Event: _____

Proposed Activities / Entertainment: _____

<u>City Use Only</u>	
PTE #:	_____
Address:	_____
Date Received:	_____
Fee Paid:	_____

Concessionaire's Information

Name		Signature		
Address	City	State	Zip	
Phone	Alt Phone	Email		

Event Contact Person – On-Site at Event

Name	Mobile Phone
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Property Owner(s) *Provide additional sheet if necessary for multiple property owners

Name				
Address	City	State	Zip	
Phone	Alt Phone	Email		

ITEMS REQUIRED AT TIME OF SUBMITTAL
 Completed and Signed Application Packet
 Certificate of Insurance
 Copy of proposed event layout
 \$52.00 Permit Fee

<u>City Use Only</u>				
	Approved by:		Date:	

City of Auburn Hills - Community Development Department
 1827 N. Squirrel Road, Auburn Hills, MI 48326
 Phone 248.364.6900 Fax 248.364.6939 www.auburnhills.org

CITY OF AUBURN HILLS
HOLD HARMLESS AGREEMENT

As required for approval, _____, herein referred to as
(Name of Company)

_____ agrees to indemnify, defend and save harmless the City of
(Abbreviated Name)

Auburn Hills, its agents, departments and employees from and against any and all claims and liabilities,
expenses, fees, fines, suites, actions or judgments of any and every kind and nature arising from or
growing out of _____.
(Project / Work to be performed)

Further, _____ also agrees to defend the City of Auburn Hills and its
(Abbreviated Name)

departments and employees from and against any and all claims or actions brought or filed against them
with respect to the subject project, work or even of the Hold Harmless Agreement and further agrees to
pay any and all costs and attorney's fees associated with the defense of any such claims or causes of
action and _____ shall be responsible for any and all damage and/or injury resulting
(Abbreviated Name)

from said event.

Witnesses:

(Name of Organization)

By: _____

Dated: _____

INSURANCE REQUIREMENTS
CITY OF AUBURN HILLS, MICHIGAN
and/or
CITY OF AUBURN HILLS T.I.F.A., B.R.A., BUILDING AUTHORITY

1. Liability Insurance

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A", and the following minimum requirements:

- a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
 - I. Check mark indicating occurrence as opposed to claims made form
 - II. Limits of Liability:
\$2,000,000 each occurrence
\$4,000,000 general and products-completed operations aggregates
 - III. Personal Injury
\$2,000,000 aggregate
- b. Automobile Liability:
 - I. Check mark indicating coverage as to any automobile
 - II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded
 - III. Limits of Liability: \$2,000,000 combined single limit
- c. Acceptable alternate limits are combinations of primary and excess or umbrella limits to equal not less than those shown in (a) and (b) above.
- d. Description section of ACORD form is to read: *It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Building Authority, and their employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*
- e. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

2. Owner's and Contractor's Protective Liability

The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability and Insurance in the name of the City of Auburn Hills, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be in an insurance company acceptable to the City of Auburn Hills.

3. Workers Compensation

The Contractor shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Contractor's property, or any property used in connection with the Contractor's operation or in carrying out any work related to this contract.

Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:

- \$100,000 E.L. each accident
- \$100,000 E.L. each disease – each employee
- \$500,000 E.L. Disease – Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be in an insurance company acceptable to the City of Auburn Hills.

4. Certificate of Insurance

The Contractor agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.

Further, the Contractor will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage shall be mailed to:

City Clerk's Office
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills, MI 48326

5. Sub-Contractors Insurance Requirements

If approval is granted by the City of Auburn Hills for Contractor to subcontract any or all of this contract to others, then prior to commencing the subcontract, the Contractor shall furnish certificates evidencing the same insurance for the City of Auburn Hills as required in Sections 1 through 4 of the requirements.

6. Requirement as Part of Contract

These insurance requirements shall be expressly contained in and/or incorporated by reference into the contract executed between the contractor and the City.

7. Hold Harmless Agreement

It is further required that all contractors providing services or performing duties for the City of Auburn Hills shall enter into a Hold Harmless Agreement with the City and all other entities as set forth in Section 1 (d), which agreement shall hold the City harmless from any and all claims incurred while the contractor is performing work, jobs, duties, etc. on the City's behalf.

**CITY OF AUBURN HILLS
HOLD HARMLESS AGREEMENT**

As required for approval of the _____
(Activity)

_____ herein after referred to as _____,
(Name of Company) (Abbreviated Name Form)

agrees to indemnify, defend, and hold harmless the City of Auburn Hills, its officers, agents and employees from any liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments arising from injury to persons, including death or injury to property which arises out of the act, omission and/or negligence of _____ its agents, or employees in connection
(Abbreviated Name Form)

with or arising out of the _____ provided that nothing herein shall require
(Activity)

_____ to indemnify the City against and/or hold the City harmless
(Abbreviated Name Form)

from claims, demands, or suits based solely upon the negligent conduct of the City, its agents, officers, and employees.

In the case of the aforementioned actions, omissions, and/or negligence by _____,
(Abbreviated Name Form)

_____ shall appear and defend, and (retain attorneys) pay all charges of
(Abbreviated Name Form)
attorneys and shall be responsible for all expenses arising from or incurred in connection therewith, and if any judgment shall be rendered against the City, its officers, agents or employees, or against

_____, the _____ shall at its own expense satisfy
(Abbreviated Name Form) (Abbreviated Name Form)
and discharge same.

In addition, _____ agrees to furnish a certificate of insurance showing
(Abbreviated Name Form)
proof of insurance as required by the City of Auburn Hills.

Name of Organization

Witnesses

By _____

Dated _____



Temporary Event Checklist

(1/1/09 Version)

A person shall not hold a temporary event in the City of Auburn Hills without a Temporary Event Permit issued by the Community Development Department in accordance with Section 1821 of the Zoning Ordinance with the exception that a permit is not required for any City sponsored or co-sponsored event.

Temporary events are defined as non-reoccurring, limited-term events which occur outside of a primary structure on non-residential zoned property or residential zoned property with approved non-residential uses (e.g., churches/places of worship and schools).

Regulations Applying to All Temporary Events

Please check each box to confirm that you have reviewed, understand, and will comply with each of the following regulations which apply to all temporary events:

- The event will operate in compliance with all applicable ordinances and regulations of City of Auburn Hills, and applicable County, State, and Federal laws and regulations.
- The event will comply with Chapter 22 of the Auburn Hills City Code, as amended, if a person or persons offer merchandise, services, or food for sale or rent or takes or attempts to take orders for merchandise, services, and/or food. If required, you have applied for this separate permit with the City Clerk's Office.
- All lighting will be shielded away from abutting occupied property.
- All uses will be on a site adequate in size to accommodate the use intended and participants anticipated.
- Amplified sound generated by the event, measured at the boundary of the property, will not exceed the decibel limits referenced in Section 1807(C).
- The event activity will not take place within thirty (30) feet of the perimeter of the area. All activities may be required to be adequately screened as considered necessary to protect abutting property.
- The applicant or responsible party will allow an authorized City enforcement officer to enter and inspect the premises at any reasonable time, and failure to allow inspection may constitute a violation of this Section.
- You understand that an authorized City enforcement officer may close an event if applicable ordinances and regulations of City of Auburn Hills, and applicable County, State, and Federal laws and regulations are found to be violated and/or until said provisions, including any conditions attached to the permit, have been fully met.
- You understand that any person who violates the provisions of this Section may be responsible for a municipal civil infraction; subject to the Schedule of Fines adopted by the 52-3 District Court, plus costs and other sanctions, for each offense per Section 2013. Penalties, Sanctions, and Remedies for Zoning Ordinance Violations.
- You have provided a "**Certificate of Insurance**" with the City of Auburn Hills named as an additional insured (see attached requirements). You have also provided the completed "**Hold Harmless Agreement**" (see attached form).

Sketch Plan Requirements

Where a temporary event permit is required, the person responsible for the event shall file an application with the Community Development Department for review. The application shall be submitted together with a sketch plan and written material which shall contain the following:

- A scale of not less than one (1) inch equals one hundred feet (1" = 100').
- Date, including revisions, and north arrow.
- The dimensions of all lot and property lines showing the relationship of the subject property to abutting properties.
- Size, location, and details of temporary structures (e.g. tents, bleachers, grandstands, etc.).
- The locations of all existing structures and lot lines within one hundred feet (100') of the subject property.
- The location of all existing and proposed drives and parking areas, and the method of dust and traffic control.
- The location of any signs, and the dimensions and plans of such signs.
- The names and addresses of the persons responsible for the preparation of the sketch plan, and the proprietor. The owner of the property must sign an affidavit of ownership, and if the property is to be used by other than the owner, an affidavit from the owner must be presented verifying permission to use the property.
- The location of all outdoor lighting facilities.
- Front, side and rear yard dimensions.
- The number of parking spaces and layout.
- Method of screening the use from abutting property.
- Designation of the location of firefighting equipment (firefighting equipment is mandatory and shall be subject to the review of the Fire Chief).
- Method and plan for trash removal.
- Plan for managing and placing of sanitary facilities.
- Requested police involvement.
Note: The City may require additional information in regard to hazard analysis, contingency plans, crowd and traffic control, and other related event planning items consistent with FEMA's Special Events Contingency Planning Manual depending on the nature of the event.
- Duration of activity (dates and hours of operation).
- Any other items necessary to conform to current City Ordinances.

I agree to operate in the event compliance with all applicable ordinances and regulations of City of Auburn Hills, and applicable County, State, and Federal laws and regulations

Sponsor's Signature