



SPECIAL EVENT REQUIREMENTS

CITY OF NILES • 333 N. SECOND STREET • NILES, MICHIGAN 49120
(269) 683-4700 X 3030 ci.niles.mi.us FAX: (269) 684-3930

DDA/NILES MAIN STREET CO-SPONSORED EVENTS: The DDA/Niles Main Street will co-sponsor certain events with other organizations when the City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements for special events and must reimburse the City for any costs in excess of the support level authorized by the budget.

WRITTEN CONFIRMATION OF CITY APPROVAL: Upon approval of the special event application, a written confirmation as to the action of the City Council will be forwarded to the sponsor. This confirmation will outline any special conditions that must be met if the event is to be held.

RIGHT TO CANCEL, STOP, OR RESTRICT: Administration and public safety officials have the authority to cancel or stop an event, or place additional restrictions on the event, if it is deemed that the public health, safety, or welfare would be better served with additional restrictions.

ADDITIONAL SERVICES: Following the event, the City will bill the event sponsor for any additional services that may have been requested/required. Payment is due 14 days after the billing date. Event sponsors are responsible for the repair of any damages resulting from the use of city equipment or facilities.

OUTSTANDING BALANCE: If your event has an outstanding balance with the City from a previous event, we will not process your application until it has been paid in full.

CLASS I – EVENT (PARK RESERVATION FEE \$25)

Involves limited to passive physical activities by the participants or spectators and requires no city services. Examples of events in this category include, but are not limited to: meetings, church services, weddings, birthday parties.

APPLICATION PROCESS: Complete a basic application at least 7 days (not including weekends or holidays) in advance. Reservations will be considered on a first come first serve basis and upon approval by administration.

LIABILITY INSURANCE CERTIFICATE REQUIREMENT:

It shall be the policy of the City Council to not routinely require insurance coverage for Class I events. These would be events that do not include any physical activity by participants and no severe exposure to spectators. This waiver of the insurance requirements is meant to cover small gatherings or ceremonies that do not involve more than 50 people, are limited to passive participation by the public, and require no city services. All other events are required to provide insurance as outlined.

CLASS II – EVENT (PARK RESERVATION FEE \$25)

Involves physical activities by participants or spectators and requires city services.

APPLICATION PROCESS: The completed application is submitted at least 60 days (not including weekends or holidays) in advance to the City Clerk which acts as a clearinghouse, routing the request, collecting responses from city departments and providing information to the event sponsor. As a result of the review of the event application there may be special conditions on the event. If additional city services are requested, the event sponsor will be advised of the additional estimated costs.

Upon approval/denial of the special event, a written confirmation as to the action of the City Council will be forwarded to the event sponsor by the City Clerk. This confirmation will outline any special conditions that must be met if the event is to be held.

LIABILITY INSURANCE CERTIFICATE REQUIREMENT: In order to comply with the City of Niles' insurance liability carrier, the city requires that all sponsors of Class II events carry liability insurance with coverage of at least \$1,000,000.00 naming the City of Niles as an additional insured. The Certificate of Insurance can be obtained from the sponsor's insurance agency. *Applications will not be considered without the Certificate of Insurance.*

PARTICIPANT WAIVER OF LIABILITY: The special event sponsor shall be responsible for obtaining all signed Indemnification Agreements as required by the City. (See **Indemnification Agreement**)

VENDORS: All food vendors are required to contact the Berrien County Health Department, 1205 N. Front Street, Niles, MI 49120 (269) 684-2800 **WELL IN ADVANCE** of the event to obtain a temporary food vendor license. Vendors are required to sign an Indemnification Agreement.

BIKE/WALK/RUN OR USE OF CITY STREETS: Sponsors must submit a detailed map of the event route. All costs for street barricading and traffic detours must be paid by the event sponsor. (See **Street Closure Information**)

ELECTRICAL/WATER SYSTEM: Electric and Water access are supplied upon request. The cost of providing special electrical or water services must be paid by the event sponsor. Electrical cords or hoses are not supplied by the City of Niles.

SANITARY FACILITIES: Restroom facilities may be required depending upon the size and type of festival or event. The event sponsor is responsible for making arrangements for additional facilities.

TENTS AND STRUCTURES: If the event requires the use of tents, food booths or temporary structures, you must specifically state the type of structure, size, use and the proposed location. Mark the location where the stakes will be driven with white paint and *you MUST contact MISS DIG (800) 482-7171 or 811, at least 3 business days (not including weekends or holidays) prior to driving the stakes for safety reasons. **NO EXCEPTIONS.***

ALCOHOLIC BEVERAGES: A temporary state liquor license is required in order to serve alcoholic beverages. If you are serving alcohol, a \$1,000,000 Liquor Liability Certificate of Insurance is required in addition to the State of Michigan issued permit. *Go to Michigan.gov.LCC for more information.*

AUDIO MICROPHONE AND SPEAKERS: The City does not supply audio microphones or speakers.

CLEANUP: The City of Niles does not provide clean-up. Your organization is responsible for having enough trash receptacles in place for the event. You are also responsible for the removal and disposal of all trash generated by your event.



Permit for Group Use of Public Parks

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Examples of events in this category include, but are not limited to: meetings, church services, weddings, birthday parties

APPLICATION PROCESS: Complete a basic application at least 7 days (not including weekends or holidays) in advance.
Reservations will be considered on a first come first serve basis and upon approval by administration.

Date: _____

Name of Organization/Individual: _____

Contact Person: _____ Phone: _____

Address: _____ City: _____ Zip: _____

E-Mail Address: _____

Park Requested: _____

Date Requested: _____ Beginning Time: _____ Ending Time: _____

Number of People Attending: _____

Nature of Activity: _____

FOR OFFICE USE ONLY

INDEMNIFICATION AGREEMENT: YES NO REQUEST: APPROVED DENIED

Reason: _____

Signature: _____ Date: _____



General Event Information/ Application

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CLASS II – EVENT (PARK RESERVATION FEE \$25)

Involves physical activities by participants or spectators and requires city services.

APPLICATION PROCESS: The completed application is submitted at least 60 days (not including weekends or holidays) in advance to the City Clerk which acts as a clearinghouse, routing the request, collecting responses from city departments and providing information to the event sponsor. As a result of the review of the event application there may be special conditions on the event. If additional city services are requested, the event sponsor will be advised of the additional estimated costs.

Upon approval/denial of the special event, a written confirmation as to the action of the City Council will be forwarded to the event sponsor by the City Clerk. This confirmation will outline any special conditions that must be met if the event is to be held.

Date: _____

Name of Event: _____

Organization: _____

Event Coordinator: _____ Mailing/Billing address: _____

Cell: _____ Business: _____ Fax: _____ E-mail: _____

Estimated Attendance: _____

Event Date(s): _____ Set-up Date: _____ Set-up time: _____

Take Down date: _____ Take Down Time: _____

Extended Noise Curfew? (curfew is 10pm) YES ___ NO ___

Is amplification of music or speakers anticipated? Yes ___ No ___

Will there be any games, rides or activities? YES ___ NO ___

Type of activities: _____

Food vendors: YES ___ NO ___ *Food vendors must contact the Health Dept. (269)684-2800*

Will the event require any public utility connections? Water ___ Electric ___ Other _____

Is the event intended as a fundraiser? YES ___ NO ___

Which organization(s)? _____

Is your group recognized as non-profit by the state? Yes ___ No ___

PARK RESERVATION FEE:

\$25 park reservation fee. Submit with application.

RIVERFRONT PARK AMPHITHEATER SPECIAL EVENT RATE (SEE- CODE OF ORDINANCES - SECTION 62-151-208)

	Application Fee	Rental Fee (4 hour minimum)	Each Additional Hour	Security Deposit (Refundable)
Residents	\$25.00	\$100.00	\$25.00	\$200.00
Non-Residents	\$25.00	\$150.00	\$35.00	\$200.00

Liability Insurance in the amount of \$1,000,000 with the City as named insured. (See General Liability Insurance Requirement)

No rental fee or additional hour fee will be charged under the following conditions:

- Any charitable organization which has valid license by the State of Michigan, under the provisions of Act No. 169 of the Public Acts of Michigan of 1975, as amended (attached proof);
- City-sponsored functions;
- Parks and Recreation Board functions;
- School District functions.

All other groups and/or individuals will be charged the above mentioned rate.

NOTE:

The waiver of fees can only be done by the City Council and must be requested in your event description; otherwise, your organization or sponsored event will be fully responsible for all fees relating to your event.

Once your application has been approved by the City Council, NO additional activities can be added. You will be notified of the conditions, additional requirements or fees by the City Clerk prior to your event.

FOR OFFICE USE ONLY:

CITY SERVICES

Department	Amount	Impact
Water	\$	
Electric	\$	
Fire	\$	
Police	\$	
Street	\$	

STREET CLOSURE INFORMATION

NAME AND DATE OF EVENT: _____

START/END TIME OF EVENT: _____

Identify street name with cross street from/to points: (i.e. Main Street from 3rd Street to Front Street)

STREET(S) CLOSED	FROM	TO

As a sponsor, you are responsible for notifying the businesses/residents along the streets of the proposed closure.

FOR OFFICE USE ONLY:

Barricade List and Location(s)

Type:	Number:	Location/Comments

GENERAL LIABILITY INSURANCE REQUIREMENT

It is required that you obtain and provide evidence for a \$1,000,000 General Liability Insurance Policy for the event. Proof of insurance must be provided no less than four weeks prior to the event. Insurance companies must be "A" rated or acceptable by the City of Niles. The City of Niles must be named as an additional insured along with the description, date and location of the event. If you are serving alcohol, a \$1,000,000 Liquor Liability Certificate of Insurance is required in addition to the State of Michigan issued permit.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID: 88
<p>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 AFFIRM, 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.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must 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).</p>				
PRODUCER	INSURER	INSURED	DATE	EXPIRES
<p>COVERAGE CERTIFICATE NUMBER: RETURNS NUMBER:</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED ACCORDING TO ANY REQUIREMENT, TERM OR CONDITION OF INSURANCE. CERTAIN POLICIES MAY BE SUBJECT TO WHOLESALE BROKERAGE. CERTIFICATE MAY BE SUBJECT TO ANY SPECIAL OR BULK POLICY. THE PERFORMANCE AFFORDED BY THIS POLICY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. THIS CERTIFICATE IS NOT VALID UNLESS IT IS ACCOMPANIED BY THE POLICIES IT REFERS TO.</p>				
GENERAL LIABILITY	1,000,000	1,000,000	1,000,000	1,000,000
PRODUCT LIABILITY	1,000,000	1,000,000	1,000,000	1,000,000
COMBINED SINGLE LIMIT	1,000,000	1,000,000	1,000,000	1,000,000
PERSONAL AUTO	1,000,000	1,000,000	1,000,000	1,000,000
LIQUOR LIABILITY	1,000,000	1,000,000	1,000,000	1,000,000
ADDITIONAL INSURED	1,000,000	1,000,000	1,000,000	1,000,000
CITY OF NILS	1,000,000	1,000,000	1,000,000	1,000,000
500 E. TRON AVE	1,000,000	1,000,000	1,000,000	1,000,000
NILES, MI 49120	1,000,000	1,000,000	1,000,000	1,000,000
<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>				
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INDEMNIFICATION AGREEMENT

I (we) _____ agree(s) to defend, indemnify, and hold harmless the City of Niles,
(Vendor/Sponsor)

Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered
against or from the _____, by reason of any damage of property,
(Name of Event)

personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises
out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand,
damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Niles or by third parties, or by the
agents, servants, employees or factors of any of them.

Signature _____ Date _____

Sponsor _____ Date _____

INDEMNIFICATION AGREEMENT

I (we) _____ agree(s) to defend, indemnify, and hold harmless the City of Niles,
(Vendor/Sponsor)

Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered
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agents, servants, employees or factors of any of them.

Signature _____ Date _____

Sponsor _____ Date _____

