



City Clerk's Office

Room 318
411 West First Street
Duluth, Minnesota 55802-1189



218-730-5500
218-730-5923 Fax

APPLICATION

GOVERNMENT DATA PRACTICES ACT - CLASSIFICATION WARNING: The data you supply on this form will be used to process the license for which you are applying. You are not legally required to provide this data, but we will not be able to process your license application without it. Some of the data will be classified as public data if and when the license is granted. Private financial information including a tax identification number and social security number are classified as private data and will be available to governmental personnel and other governmental agencies whose access is necessary to perform their official duties.

PARADE

COMMUNITY EVENT

RACE

(Circle One)

NOTE: PURSUANT TO DULUTH CITY CODE SECTION 45-50(a), ONLY "CIVIC, CHARITABLE OR EDUCATIONAL ORGANIZATIONS, OR GROUPS OR ASSOCIATIONS OF ABUTTING OWNERS" ARE ELIGIBLE FOR SPECIAL EVENT PERMITS.

LICENSE	FEE
SPECIAL EVENT	\$116
LATE FEE (FOR APPLICATIONS RECEIVED FEWER THAN 30 DAYS IN ADVANCE)	\$50
TOTAL	\$

LICENSEE BUSINESS NAME & ADDRESS:

NAME OF EVENT:

CONTACT PHONE NO: _____

CONTACT EMAIL: _____

MAILING ADDRESS (IF DIFFERENT FROM ABOVE):

OWNER OF BUSINESS PREMISES: _____

EVENT CONTACT: _____

EVENT DATE(S): _____

RAIN DATE? _____

I HEREBY STATE THAT ALL INFORMATION HERE IS TRUE AND CORRECT AND THAT I SHALL COMPLY WITH ALL PROVISIONS OF THE ORDINANCES OF THE CITY OF DULUTH AND APPLICABLE LAWS OF THE STATE OF MINNESOTA.

APPLICANT NAME (PRINT)

APPLICANT SIGNATURE

**CITY OF DULUTH
SPECIAL EVENT PERMIT REQUEST**

PLEASE PRINT (Black Ink) OR TYPE

NAME OF EVENT: _____ DATE OF EVENT: _____

STARTING TIME: _____ APPROXIMATE FINISH TIME: _____

STARTING LOCATION: _____

FINISH LOCATION: _____

ROUTE: USE OF SIDEWALK STREET OR BOTH (PROVIDE A SEPARATE MAP OR USE THE ATTACHED DIAGRAM)

SOUND AMPLIFICATION? YES ___ NO ___ LOCATION: _____

ALCOHOL EXPANSION APPLIED FOR: YES ___ NO ___ ELECTRICAL PERMIT REQUIRED: _____ (SEE ATTACHED CHECKLIST)

APPROXIMATE NUMBER OF PARTICIPANTS: _____ APPROXIMATE NUMBER OF SPECTATORS: _____

EVENT DIRECTOR NAME (PRINT): _____ EVENT DIRECTOR SIGNATURE: _____

EVENT DIRECTOR CONTACT PHONE: _____ EVENT DIRECTOR CONTACT EMAIL: _____

PERSON(S) WHO CAN BE CONTACTED ON THE DAY OF THE EVENT IF OTHER THAN THE EVENT DIRECTOR:

NAME: _____ CONTACT PHONE: _____

NAME: _____ CONTACT PHONE: _____

*******TO BE FILLED OUT BY THE POLICE DEPARTMENT*******

CHIEF OF POLICE APPROVAL: _____ DATE: _____

REQUEST DENIED (SEE ATTACHED): _____

Date of Application _____

License No. _____

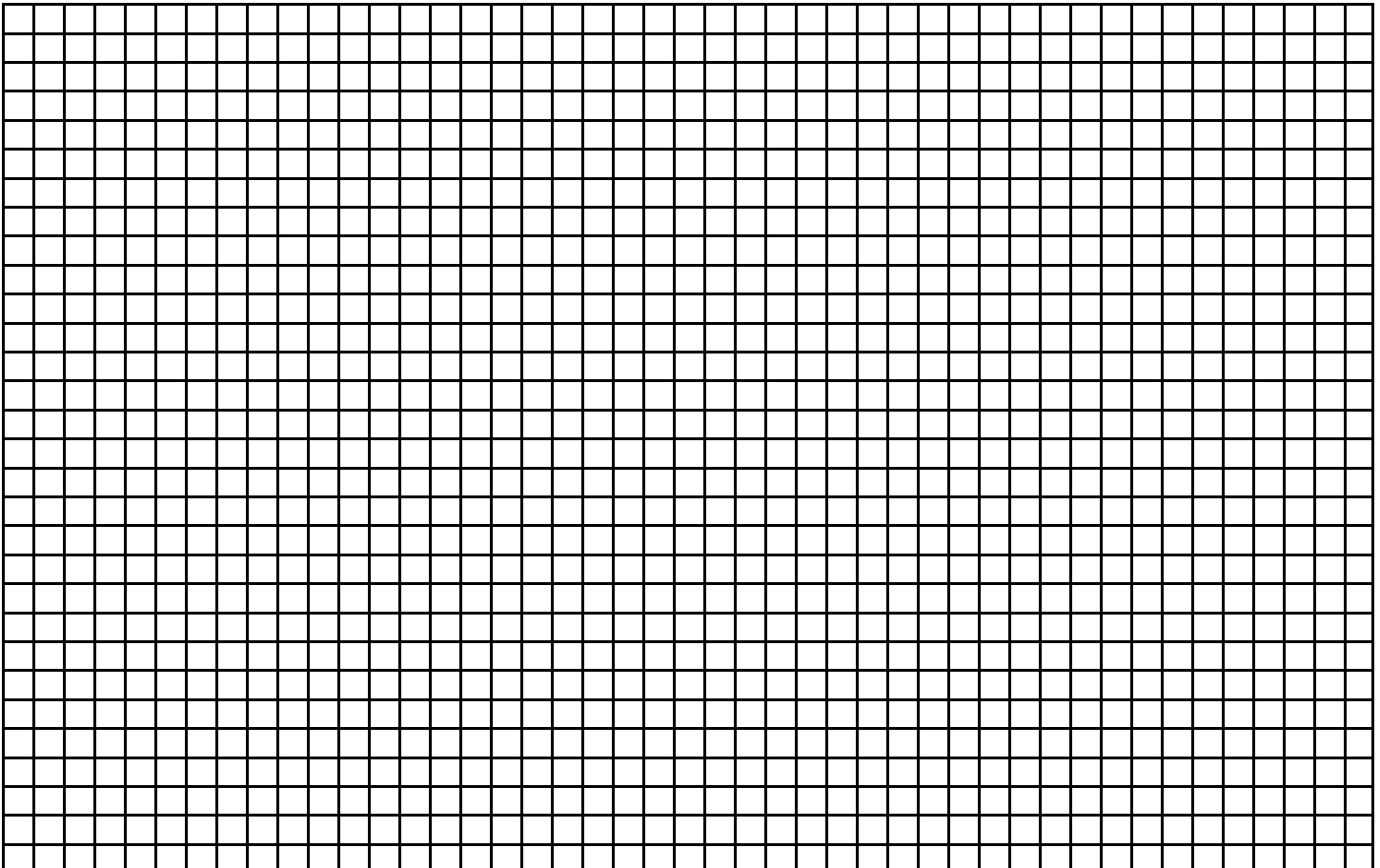
SPECIAL EVENT PERMIT - SITE OR ROUTE DIAGRAM

Property Owner: _____ **Address:** _____

DIAGRAM MUST SHOW:

- A. Area that will be used, including approximate measurements;
- B. Adjacent structures, streets, alleys, parking areas, etc. (as applicable);
- C. Location of fencing surrounding the area and what type of fencing will be used. (as applicable);
- D. If alcohol service is planned, indicate the location of the "serving area" including all exits and entries to and from the "serving area."

Sketch location and dimensions of area to be occupied. Indicate north on diagram as "NORTH."



I hereby agree that I shall comply with all of the ordinances of the City of Duluth and laws of the State of Minnesota and their amendments. I further agree to comply with any special restrictions which may be imposed by the City of Duluth.

Signature of event organizer.



INFO

SPECIAL EVENT PERMITTING

The purpose of this document is to assist special event permit applicants in ensuring that all necessary documentation is provided at the time of application. Please note that some of the information below is specific to the type of special event being applied for (e.g. a race, parade or community event) and may not be applicable to all applications.

PLEASE NOTE THAT INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

- **Accessibility.** Review the attached Accessibility Checklist for Special Events. It is your responsibility to ensure that accessibility requirements under the Americans with Disabilities Act (ADA) are met. For more information, contact the Duluth Human Rights Office at 218-730-5630 or humanrights@duluthmn.gov
- **Additional Costs.** Be advised that there may be additional costs associated with holding your event beyond the special event permit application fee. If your event requires city services such as street closure barriers or additional law enforcement support, you will be responsible for those costs. The Duluth Police Department's Special Events Coordinator will contact you once we have received your completed application and discuss any potential costs.
- **Electrical Code Requirements.** It is the responsibility of the special event permit holder to inspect the site and ensure that all electrical needs are available. If you will require a portable electric panel, AFTER submitting your special event permit application and paying all required fees, contact Duluth Building and Construction Services at 218-730-5240.
- **Eligibility.** You must submit proof of eligibility for a special event permit, this can include:
 - For civic, charitable or educational organizations: proof of nonprofit status (certificate of tax exempt status, certificate of good standing from MN Secretary of State, etc.);
 - For groups or association of abutting owners: submit a list of all such abutters participating in the event and the ratio which such participants bear to the total number of abutters.

- **Fees and Deadlines.** All applicable fees and all requested documentation must be submitted no fewer than 30 days in advance of your intended event date. Applications received without the corresponding fee will not be processed until the fee has been received. Late applications can be accepted at the discretion of city administration, but are subject to an additional late filing fee.
- **Liability Insurance.** You must submit a certificate of insurance that conforms with the following standards:
 - Minimum commercial general liability policy must be \$1,000,000 for each occurrence;
 - Must list the City of Duluth as an additional insured and certificate holder;
 - Must cover the full duration of the event.
- **Liquor Licensing.** If alcohol will be present at your event, contact the Duluth City Clerk's Office at 218-730-5500 or visit the following for more information regarding the necessary licenses:
<https://duluthmn.gov/city-clerk/licenses-permits/liquor-licensing/>
 - Please submit any alcohol-related applications at least 60 days prior to your event date(s). If your application is received less than 60 days in advance, there may not be sufficient time for your application to be processed and approved.
- **Parks & Recreation.** If your event will take place in or otherwise pass through a city park, additional permit(s) may be required. For more information: <https://duluthmn.gov/parks/reservations-permits/>
You can also contact the Parks & Recreation Permit Coordinator at 218-730-4305 or cseverson@duluthmn.gov
- **Permit Terms and Conditions.** You must complete and sign the Permit Terms and agreement included in this packet. Applications submitted without a completed agreement will not be accepted.
- **Tent Permits.** Tents larger than 400 square feet require a permit. Contact the Duluth Fire Department's Life Safety Division at 218-730-4380 or lifesafety@duluthmn.gov; permit applications can be found here: <https://duluthmn.gov/media/1139/tent-permit-application-fillablepdf.pdf>
- **Site Plan or Route Map.** You must submit an event site plan and/or route map:
 - Indicate the street(s) and/or sidewalk(s) to be used;
 - For community events: include placement of vendors, toilets, registration area, stage/riser, etc.;
 - For race/parade routes: include start/end locations, water/aid stations, street crossings and direction of travel arrows.
- **Street Dances.** Any street dance held on a public street or sidewalk requiring a City Special Event Permit must end all alcohol service and music by 11:00 p.m., and have the street cleared to be re-opened no later than 12:00 midnight on the day of the dance. A street dance is considered an event serving alcohol and/or playing amplified or loud music on a public street or sidewalk. The City's Chief Administrative Officer may approve exceptions.



Duluth Commission on Disabilities

Duluth Human Rights Office
313 City Hall, 411 East 1st Street, Duluth, MN 55802
218-730-5630
humanrights@duluthmn.gov

For additional information on the Americans with Disabilities Act visit www.ada.gov

Accessibility Checklist for Special Events

This checklist is intended to act as a guide on accessibility requirements for special events and programs that are open to the general public, as required under by the Americans with Disabilities Act (ADA). It is the responsibility of the permit holder to ensure ADA requirements are met. Depending on your event, there may be additional applicable accessibility codes and regulations.

*For private events, it is the responsibility of the permittee to find out whether or not the invitees need special accommodations.

1. Event Publications

- Advance publications include phone number for individuals requesting special accommodation(s).
- Advance publications describe any special qualifications required of participants (Ability to traverse three miles of rough terrain, climb 112 stairs, etc.).
- Large print or other alternative format versions (transcripts, CDs, audio) will be available.
- Describe event publication plan. _____

2. Exhibits

- Private vendors will be provided with at least this checklist on accessibility requirements for exhibits, routes of travel and sales area.
- The event exhibit plans have been reviewed for font, color, size, etc.
- Describe Exhibit Plan. _____

3. Parking

- Proposed additional parking areas will be on accessible routes.
- For parking spaces, including added spaces, the following chart list the minimum numbers of designated accessible and van accessible spaces that apply (see below). This event will comply with the below chart.

Total Spaces Provided	Total Accessible Spaces Required*
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2% of total

* Universal Space: 11' wide with 5' access aisle

- If additional parking spaces are needed, they will be located on ground level and temporary signs will be posted.
- Describe Accessible Parking Plan: _____

4. Visitor Information and/or Sales Area

- At least 25% of all checkout areas have aisles that are at least 36" wide.
- Counter tops are between 25" and 34" high.
- Front reaches (to brochures, souvenirs, books, etc.) are between 15" and 48" and side reaches are between 9" and 54".
- If these standards cannot be met, there will be a sign posted stating, "If you need assistance, please ask event staff".
- Describe Information/Sales Area Plan _____

5. Restrooms

- If added for the event, there will be at least one accessible portable restroom at each location.
- If portable restrooms are provided in groups of ten or more at a location, there will be at least two portable restrooms for every ten units.
- Accessible restrooms will be located on a firm and stable surface and along an accessible route.
- Describe Restroom Plan _____

6. Routes of Travel

- Intended routes of travel through the event, exhibits, parking, restrooms, food booths, etc., will be firm and stable and sloped no more than 5%.
 - Obstructions or uneven surface elements (roots, bumps, pavement rises or gaps) will be eliminated or mitigated.
 - Describe Accessible Route Plan _____
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7. Assembly Areas

- If requested, or if a significant part of the event is a group presentation, a Certified American Sign Language Interpreter will be provided.
- For assembly seating, the following chart lists the minimum number of designated accessible seats required. This event complies with the chart below.

Total Number of Seats	Wheelchair Spaces with Companion Seating
1-25	1
26-50	2
51-300	4
301-500	6
over 500	6, plus 1 per additional hundred

- If there are more than 300 seats, the wheelchair spaces dispersed will be in different locations (including shaded locations).
 - Provided wheelchair seating areas will be a minimum of 30" by 60".
 - Stages and paths of travel to wheelchair seating areas will be accessible.
 - Assistive listening devices will be available.
 - Describe Assembly Area Plan _____
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For more information, please contact the Duluth Human Rights Office at 218-730-5630 or humanrights@duluthmn.gov

AN OVERVIEW OF ELECTRICAL CODE REQUIREMENTS for TEMPORARY, TRANSIENT AND PORTABLE WIRING AND EQUIPMENT

Article 525 of the National Electrical Code covers the installation of portable wiring and equipment for carnivals, circuses, exhibitions, fairs, traveling attractions, and similar functions, including wiring in or on all structures. This includes temporary connection to permanent a permanent power source, such as sidewalk sale kiosks, food trucks hooked up to permanent power, special event tents, etc. It is the responsibility of each exhibitor or user of electrical equipment to make arrangements for hiring electrical contractors who are to obtain electrical permits and electrical inspections.

110.3 Electrical Equipment. All electrical equipment shall be listed and labeled. Equipment shall be installed and used in accordance with that listing. Damaged or defective electrical equipment shall be repaired or replaced.

525.21 Disconnecting Means. A means to disconnect each portable structure from all ungrounded conductors shall be provided. The switch shall consist of no more than six enclosed switches or circuit breakers and shall located within sight of and within 6 feet of the operator's station. Fuse-holders with switches mounted on box covers and switch controlled multi-outlet strips are not acceptable as the required disconnecting means. Enclosures for disconnect switches and circuit breakers installed outdoors must be rainproof unless otherwise protected from the weather by location. Where accessible to unqualified persons, the disconnecting means shall be lockable.

525.20 Portable Cords. Portable cords shall be size 12 or larger Type G, PPE, S, SE, SEO, SEOO, SC, SCE, SCT, SO, SOO, ST, STO, STOO, W or other types identified for extra-hard usage, and must be of the grounding type. The cord type is printed or embossed on approved cords. Two-wire cords are not allowed. Cables with a "J" in the type designation (such as Type SJT) are junior-hard-service rated and are not permitted where subject to physical damage. When used outdoors, cords shall be listed for wet locations and be sunlight resistant, unless they are an integral part of listed portable equipment. All cords shall be continuous and contain no splices. Repair of the cord outer jacket only may be done with heavy-wall heat-shrink tubing with proper adhesive or by a vulcanizing process.



525.6 Mechanical Protection. Wiring in and on rides, concessions and other units shall be provided with mechanical protection where subject to physical damage. Flexible cords and cables run on the ground shall be approved for extra hard usage and shall be routed and arranged to minimize the tripping hazard. Cords and cables may be covered with approved non-conductive mats. Mats shall be self-weighted to minimize movement and drape over cords and cables.

525.13 Electrical Wiring. All permanent wiring installed on or within a structure or concession trailer shall be an approved wiring method installed according to the requirements of the National Electrical Code. Wiring for an amusement ride, attraction, tent, or similar structure shall not be supported by any other ride or structure. Hollow framing spaces within a structure shall not be used as a raceway or as an enclosure for electrical equipment.

240.20 & 240.22 Overcurrent Protective Devices. Motors and lighting circuits shall have separate fuses or circuit breakers. Lighting circuits shall be protected at no more than 20 amperes. Motors shall be protected at

not over 125% of full load current or shall be thermally protected. All cords, cables and equipment must be protected from overcurrent by properly sized fuses or circuit breakers.

535.30 Equipment Bonding. The following equipment connected to the same source shall be bonded: 1) Metal raceways and metal-sheathed cable, 2) Metal enclosures of electrical equipment, 3) Metal frames and metal parts of portable structures, trailers, trucks, or other equipment that contain or support electrical equipment. The equipment grounding conductor of the circuit supplying the equipment in items 1, 2 or 3 that is likely to energize the metal frame or part shall be permitted to serve as the bonding means.

525.31 Equipment Grounding. Equipment grounding conductors shall be run with all feeders and branch circuits. Exposed metal parts of electrical equipment shall be bonded, and if cord connected, the cord shall have a grounding conductor and grounding type attachment plug. Equipment that is listed and labeled as double insulated is permitted. All grounding conductors in an enclosure shall terminate in a common grounding bus or lugs. The equipment grounding bar or lug(s) shall be secured to the electrical enclosure with screws or bolts used for no other purpose. Approved means shall be used to connect equipment grounding conductors to enclosures. Equipment grounding conductors shall be isolated from grounded circuit conductors.

525.11 Multiple Sources of Supply. Where multiple separately derived systems or services or both supply rides, games, attractions or other structures that are separated by less than 12 feet, all sources shall be bonded to the same grounding electrode system.

525.23 Ground-Fault Circuit-Interrupter Protection. All 125-volt, single phase, 15- and 20-ampere receptacle outlets that are in use by personnel or readily accessible to the general public shall have listed GFCI protection. Manufactured cord sets incorporating listed ground-fault circuit-interrupter protection for personnel shall be permitted. Egress lighting shall not be connected to the load side of a ground-fault circuit-interrupter device.

525.3 Attractions Using Contained Volumes of Water. Attractions utilizing pools, fountains and similar installations with contained volumes of water shall be installed per applicable the requirements of NEC Article 680.

525.3 Audio Signal and Amplification Equipment. The requirements of NEC Article 640 shall apply to the wiring and installation of audio signal processing, amplification and reproduction equipment.

525.21 Portable Wiring Inside Tents. Wiring for temporary lighting, where installed inside tents and concessions, shall be securely installed and shall be protected from accidental breakage by a suitable fixture or lamp-holder with a guard. Overhead lighting may be installed with approved Type SO cord sets. Festoon lighting or cord sets shall be installed at least 10 feet above ground where accessible to the public.

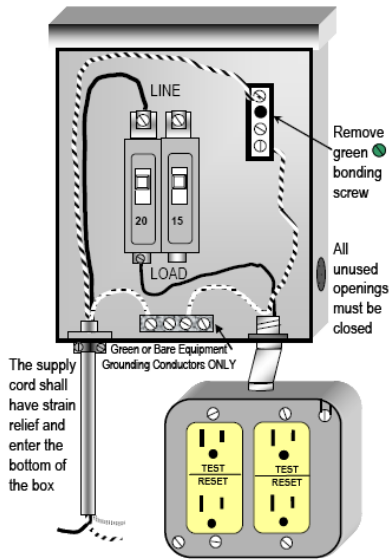
525.5 Overhead Clearances. A clearance of 15 feet in any direction shall be maintained from overhead conductors operating at 600 volts or less and any portion of an amusement ride or attraction. No portion of an amusement ride or attraction may be located under or within 15 feet horizontally of conductors operating at over 600 volts.



525.22 Receptacles. Receptacle outlets shall have the proper rating for the circuit amperes, voltage, and number of phases. All receptacles shall be grounded by an equipment grounding conductor installed with the circuit conductors. Unless otherwise protected from the weather, receptacles and switches used outdoors must have weatherproof covers. The grounding prong shall only be used for

grounding. Cord and cable plugs and receptacles shall not lie on the ground. Where single-pole separable connectors are used, they shall comply with 530.22.

This diagram shows an example of an acceptable disconnecting switch for a typical concession unit.



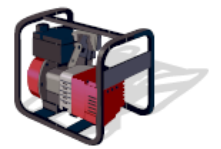
The disconnect may be permanently installed within a concession stand or mounted to a portable backboard.

The disconnect switch must be mounted in the upright position and shall be rainproof if exposed to weather.

The 120 volt, 15 and 20 amp receptacles must have ground-fault circuit-interrupter protection for personnel.

445.13 Generators. Generators or other power supply units and the associated electrical distribution cords and panel boards must be inspected at each engagement during the season. The conductors from the generator terminals to the first overcurrent device shall not be less than 115 percent of the nameplate rating of the generator. To establish ground, the neutral terminal in the service equipment, transformer truck, or generator shall be connected to an approved grounding electrode system with a stranded copper grounding electrode conductor sized not smaller than 4 AWG. This conductor shall be installed without splice from the grounding terminal to the grounding electrode shall be connected with approved clamps. Generators that supply only loads connected directly to receptacle outlets mounted on the generator and where the equipment grounding terminals of the receptacles are bonded to the generator frame shall not be required to be connected to a grounding electrode system. All 125-volt, single phase, 15- and 20-ampere receptacles shall be GFCI-protected.

NOTE: This information is not intended to be your only electrical information resource. Additional information and knowledge are necessary for an electrical installation that complies with the National Electrical Code and is free from fire and electric shock hazards.



- The Division has the responsibility for inspection of all electrical wiring and equipment for transient events such as carnivals, circuses, festivals, and production sites. Portable generators and distribution shall be inspected at each setup. Each ride, concession or similar unit shall be inspected at or before its initial operation. Equipment shall be in compliance before it is energized and put into use.
- Users of portable power systems are responsible for notifying the Division or the inspector sufficiently in advance, at least 24 hours, to permit completion of the inspection, the correction of code violations, and re-inspection if necessary.
- Equipment shall not be energized until it has been inspected and approved.
- To request an electrical inspection, call the inspector that is listed on the electrical permit.
- An initial inspection is required at or before the first setup each season. Portable generators with distribution shall be inspected at each setup.
- Inspections of concession trailers can be arranged in advance by contacting the inspector. Inspections can be made at any mutually agreeable time and location.
- Code violations will be identified by the inspector and must be approved and in compliance before it is energized and put into use.
- The installation, repair and correction of code violations of all on-site electrical wiring shall be done by licensed electrical contractors. Owners are not allowed to do any electrical wiring once the equipment is on-site. Persons other than licensed employees of electrical contractors are limited to plugging portable equipment into receptacle outlets.
- Permit fees are based on valuation and are available at the Construction Services and Inspections website at: <http://www.duluthmn.gov/construction-services-inspections/permits/>



City Clerk

Room 318
411 West First Street
Duluth, Minnesota 55802

218-730-5500

PERMIT TERMS AND CONDITIONS

FOR OFFICE USE ONLY
DATE _____
LICENSE # _____

Permittee/Licensee: _____

Event Date: _____

Event Title _____ (hereinafter the "Event")

1. No Warranty

The City makes no representation, either express or implied, as to merchantability or fitness for any particular uses, including but not limited to the Event, or other representations or warranties with respect to the condition of City real and personal property, facilities, apparatus, equipment, and services (collectively "the Premises"). Permittee accepts the Premises in an "as is" condition.

2. Premises Supervision

Permittee agrees that the Premises will be properly supervised and overseen by an employee or agent of Permittee with sufficient empowerment and decision making authority to act on behalf of Permittee. The name and cell phone number of such employee or agent shall be provided to City prior to the use of the Premises. Permittee shall provide City with a contact telephone number that will be answered at all times during the term of this Permit. Permittee shall also provide the City with the name and contact information of the person with the overall responsibility for the Event operation.

3. Maintenance

Permittee agrees to exercise reasonable care in the maintenance of the Premises during the term of this Permit. Permittee shall not make any alterations or improvements to the Premises without the prior written approval of the City Chief Administrative Officer, or his designee. Permittee shall surrender the Premises at the termination of this Permit in the condition found prior to the commencement of this Permit at no expense to City. Permittee agrees to pay upon demand any damages done to the Premises during the term of the Permit.

4. Cleaning of Premises

In the event that oil, other fluids, or other Hazardous Material have been deposited on the Premises by Permittee or its contractors or subcontractors during the term of this Permit, or if other debris or waste is left on the Premises by Permittee or its contractors or subcontractors, and an agency having proper jurisdiction requires clean up action, Permittee shall properly perform and leave the Premises in a condition complying with the agency's requirement. In the event that Permittee fails to so clean up the Premises, the City may cause such clean up and Permittee shall be responsible for all costs of clean up. Additionally, upon termination of this Permit, Permittee shall remove all garbage and debris of whatever nature from the Premises. In the event that Permittee fails to remove said garbage and debris, the City may cause such removal and Permittee shall be responsible for all said removal costs, paying immediately upon receipt of invoices.

5. City Access

The City expressly reserves the right to the unlimited access to the Premises for authorized personnel for the purpose of inspection and ensuring that the provisions of this Permit are complied with by Permittee.

6. Permit Fees and Charges

Permittee shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Permittee's operations under this Permit. Permittee shall further be obligated to pay such fees on or before the date they are due to avoid any fees, fines or penalties that may be imposed by the City.

7. Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Permittee or any of its officers, agents, servants, volunteers, contractors, representatives and employees as an officer, agent, servant, volunteer, contractor, representative or employee of the City for any purpose or in any manner whatsoever. Permittee's officers, agents, servants, volunteers, contractors, representatives and employees shall not be considered employees of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said officers, agents, servants, volunteers, contractors, representatives and employees while engaged in performing any work under this Permit, and any and all claims whatsoever on behalf of said officers, agents, servants, volunteers, contractors, representatives and employees arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. Permittee's officers, agents, servants, volunteers, contractors, representatives and employees shall not be entitled to any compensation or right or benefits of any kind whatsoever for leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

8. Indemnification Generally

The City shall not in any way be liable or responsible for any accident or damage that may occur in Permittee's use of the Premises during the term of this Permit. The Permittee agrees that it shall defend, indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons including agents or employees of the City or the Permittee, by reason of the death of or injury to person or persons or the loss of or damage to property, or any cause of action arising out of or in connection with Permittee's use of the Premises. Additionally, Permittee agrees to defend, indemnify and save harmless the City for fines arising from violation of federal, state or local statutes, rules or regulations, including rules and regulations of the City by Permittee, its agents, employees or contractors arising out of, resulting from or incident to Permittee's use of the Premises. Permittee waives any cause of action against the City for any injuries or damages arising from noise on the Premises authorized by this Permit and releases the City from any liability arising from the same.

9. Environmental Liability

Permittee shall be responsible in all respects and shall indemnify and defend the City for Permittee's use of or Permittee's generation of, release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic substance, solid waste or a "hazardous waste" by either the Environmental Protection Agency of the Government of the United States or the Minnesota Pollution Control Agency. Permittee shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and costs, monitoring, or cleanup of any environmental condition deemed by those agencies or either of them to require environmental response, monitoring or cleanup activities of any kind which arises out of Permittee's use of or Permittee's generation of such substances in its use of Premises; and Permittee specifically agrees that the obligations shall apply specifically to any costs or obligations of the City arising out of any such disposition, cleanup, or environmental response.

10. Indemnification Procedures

Promptly after receipt by the City of notice of the commencement of any action with respect to which Permittee is required to indemnify the City under this Article, the City shall notify Permittee in writing of the commencement thereof, and, subject to the provisions as hereinafter stated, Licensee shall assume the defense of such action, including the employment of legal counsel satisfactory to the City and the payment of expenses. In so far as such action shall relate to any alleged liability of the City with respect to which indemnity may be sought against Permittee, the City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such separate counsel shall be at the expense of Permittee.

11. Insurance

During the term of this Permit, the Permittee shall provide Comprehensive General Liability Insurance with limits not less than one million dollars (\$1,000,000) Combined Single Limit, and shall be with a company approved by the City which approval will not be unreasonably withheld and shall provide for the following: Liability for Premises, Operations, Completed Operations, Personal Injury, Auto Liability, and Contractual Liability.

The City of Duluth shall be named as Additional Insured under the Liability, and Excess Umbrella Liability (An Umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured), or as an alternate, the Permittee may provide Owners-Contractors Protective policy, naming itself and the City. The Permittee to provide certificate of insurance evidencing such coverage with 30 days' notice of cancellation, non-renewal or material change provisions included and failure to give such notice to the City will render any such change or changes in said policy or coverages ineffective as against the City. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Permittee's interests and liabilities.

12. Compliance with Laws, Rules and Regulations

Permittee agrees to observe, comply and abide with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City and their respective agencies which are applicable to its activities under this Permit, including but not limited to laws regarding unlawful discrimination.

13. Assignment

Permittee shall not assign its interest under this Permit or any part hereof.

14. Choice of Law

All questions concerning the interpretation or application of provisions of this Permit shall be decided according to the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Duluth, St. Louis County, Minnesota.

15. No Third Party Claims

This Permit is to be construed and understood solely as a Permit between the City and Permittee and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Permit or of any of the terms and conditions hereof, which, as between the City and Permittee.

16. Waiver

Any waiver by either party of any provision of this Permit shall not imply a subsequent waiver of that or any other provision.

17. Limitation of Liability

The liability of the City shall be governed by the provisions of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statutes, Section 466 et. seq.

18. Entire Agreement

This Permit constitutes the entire agreement between parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the Premises.

THE UNDERSIGNED INDIVIDUAL(S), GROUP AND/OR ORGANIZATION(S) CERTIFY THAT THE INFORMATION PROVIDED IN THIS PERMIT APPLICATION IS TO THE BEST OF THEIR KNOWLEDGE TRUE AND CORRECT, AND THAT THEY HAVE READ AND AGREE TO THE PERMIT TERMS AND CONDITIONS LISTED ABOVE.

Authorized Representative

Date: _____