



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.

Nonprofit-Sponsored Community Festivals, Public Assemblies, Parades, and Races

| | |
|---|----------|
| Application fee if submitted 30 or more days in advance of proposed event date: | \$100.00 |
| Application fee if submitted fewer than 30 days in advance of proposed event date: | \$200.00 |

NAME OF EVENT: _____

PERMITTEE (EVENT SPONSOR) LEGAL NAME & ADDRESS:

EVENT CONTACT PERSON: _____

CONTACT PHONE NO: _____

CONTACT EMAIL: _____

MAILING ADDRESS (IF DIFFERENT FROM ABOVE):

EVENT DATE(S): _____

ESTIMATED DURATION OF EVENT: _____

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



INFO

SPECIAL EVENT PERMITTING

The purpose of this document is to assist 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 block party, race, parade, community festival or gathering, commercial film permit, etc.) and may not be applicable to all applications. Contact the City Clerk's Office (clerks@duluthmn.gov or 218-730-5500) with questions.

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 application fee. An estimate of the cost of providing city services will be provided upon approval of a permit application. Permit applicants are responsible for paying any costs related to city-provided services at least five (5) days in advance of the event date(s).

Alcohol Licensing. No sale or consumption of alcohol is allowed without a license.

- If alcohol will be present at your event, contact the City Clerk's Office or visit the following site for more information: <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).

Electrical Code Requirements. It is the responsibility of the applicant to inspect the site and ensure that all electrical needs are available.

- If you require a portable electric panel, contact Construction Services and Inspections at 218-730-5240.
- For questions regarding temporary service and outlets, call the State of Minnesota at 1-800-342-5354.

Fireworks and other Fire-Related Permits.

- Permits are required for bonfires and other recreational fires. Permit applications are available here: <https://duluthmn.gov/fire/licenses-and-permits/>
- For questions, call the Duluth Fire Department's Life Safety Division at 218-730-4380 or email lifesafety@duluthmn.gov.

Food Trucks or Mobile Food Vehicles.

- Food trucks/mobile food vehicles are required to be inspected by the Duluth Fire Department. To arrange for an inspection: <https://duluthmn.gov/fire/licenses-and-permits/>
- Food trucks/mobile food vehicles are generally also required to be licensed through the Duluth City Clerk's Office, but an exception exists for trucks/vehicles that are taking part in permitted special events. Any truck/vehicle not taking part in a permitted special event, at the express invitation of event organizers, must obtain a mobile food vehicle license: <https://duluthmn.gov/city-clerk/licenses-permits/business-licensing/>

Liability Insurance. You must submit a Certificate of Insurance that conforms to the following:

- Must contain a provision requiring ten days written notice to the City prior to cancellation;
- Must list the City of Duluth as an additional insured and certificate holder;
- Must cover the full duration of the event

Notice to Abutting Property Owners. Once a permit has been approved, the permittee must notify all occupants and building managers of property directly abutting the event location/route of the special event by leaflet at least forty-eight (48) hours, but not more than seven (7) days, before the event date(s) indicated on the special event permit.

- In the case of a residential building containing three (3) units or less, a leaflet shall be distributed to each unit. In the case of a residential building or facility containing more than three (3) units, a leaflet shall be prominently posted in the lobby or common entryway. Leaflets shall also be distributed to nonresidential abutting properties.
- The leaflet shall briefly describe the nature of the special event, shall identify the name and telephone number of the permittee and the date and time of the special event, shall contain a map of the route, and shall describe all restrictions upon traffic and parking on or crossing the special event location/route.
- Prior to distribution of the leaflet, the applicant shall file a copy of the leaflet with the city clerk's office.

Parks and Recreation. If the event will take place in or otherwise pass through a City park, additional permits may be required.

- For more information, visit: <https://duluthmn.gov/parks/reservations-permits.>
- You can also contact the Parks and Recreation Permit Coordinator at 218-730-4300.

Permit Terms and Conditions. You must complete and sign the Permit Terms and Conditions agreement included in this packet. Applications submitted without a completed agreement will not be accepted.

Public Works and Utilities. For pre or post event street sweeping, locating underground water & electrical lines, or similar requests, call 218-730-4050.

- You must submit a map or visual representation of the route that is being requested to be swept.

Site Plan (Block Parties Only) You must submit a site plan indicating:

- Streets and/or sidewalks to be used;
- Proposed placement of vendors, toilets, tents, etc. (as applicable);
- Proposed placement of street barricades, cones, signage, etc. (as applicable)

Street Dances. Alcohol service must end by 11:00 p.m. Streets must be re-opened no later than midnight.

Tents. Tents larger than 400 square feet require a permit.

- To discuss tent permitting requirements, contact the Duluth Fire Department's Life Safety Division at 218-730-4380 or lifesafety@duluthmn.gov.
- Tent permit applications can also be found here: <https://duluthmn.gov/fire/licenses-and-permits/>

Traffic Control Plan. You must submit a proposed traffic control plan as part of your application. The Such a plan must include:

- A map or visual representation of the event location or route, including proposed street closures, that clearly indicates:
 - A description of the types of barriers to be used for street closures;
 - The proposed location and quantities of barriers to be deployed as a part of each street closure;
 - The date on which street barricades, cones, or other barriers are to be delivered;
 - The date on which street barricades, cones, or other barriers are to be removed;
 - Any street or pedestrian detours that are proposed as part of the event;
- A map or visual representation of any areas in which public parking is proposed to be restricted in or along the proposed event location or route, including:
 - A description of the type of "no parking" signs to be deployed, e.g. paper, cardboard, plastic, etc.;
 - The proposed quantity of "no parking" signs to be deployed;
 - The proposed locations at which "no parking" signs are to be deployed;
- Third-party event traffic control companies are available to provide traffic control plans and equipment. The City does not rent equipment. The City cannot endorse or otherwise recommend specific service providers.

***** A Site Plan (see above) satisfies this requirement for proposed block parties.**



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: _____

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: _____