



For Office Use Only
Permit Application

- Approved
- Disapproved
- Charges in the amount of:

Signature

Date

SPECIAL EVENT PERMIT APPLICATION

**APPLICATION FOR PERMIT MUST BE FILED NOT LESS THAN 30 DAYS IN ADVANCE
OF THE PROPOSED ACTIVITY.**

According to the Code of Ordinances of the City of Conway, it is unlawful for any person to hold, manage, conduct, aid, participate in, form, start or carry on any parade or public meeting or assembly or picketing, in or upon any public street, park or other public grounds in the city unless and until a permit to conduct such meeting, assembly, parade or picketing has been obtained. A special event application is also required for events held on private property within the city that may expect a large crowd, impact on the neighborhood and/or city services, or require other permits such as zoning, signage, etc. Charges may apply to each application. The City of Conway, at its discretion, may choose to waive any fees and charges for special events held by bonafide, non-profit organizations.

An aerial sketch/layout of all outdoor events shall be provided with the application. For parades, this shall include blocked roadways, etc. A copy of any public advertisements shall also be included, if available at the time of the application.

Event Information

Name of the event: _____

What is the location or route of the activity? **(Please attach any necessary route maps.)**

What is the proposed date(s) of the activity? _____ Proposed Times _____ to _____

Describe the event in detail _____

List any streets that may need to be closed, included the date(s) and times in which they will be closed and re-opened: _____

What is the approximate number of participants? _____

What is the approximate number of vendors? _____

Any vendors at this event who do not have 501(c)(3) nonprofit status are required to purchase a \$5 vendor day fee through the host organization.

Organization Information

Name of organization: _____

Address of organization: _____

Telephone number of organization: _____

Are you conducting the activity on behalf of an organization? YES NO

Is your organization a non-profit 501(c)(3) organization? YES NO

Permit Holder Information

Name of permit holder: _____

Address of permit holder: _____

City: _____ State: _____ Zip: _____

Telephone number of permit holder: _____ Email _____

Event Point of Contact Information (if different than permit holder)

Name: _____ Telephone: _____

Email: _____ Affiliation w/Event: _____

Public Safety Considerations

The City of Conway Police and/or Fire Departments may require additional fees for coverage, inspections, or any combination thereof.

The following circumstances **will** require fire department staffing on-site for which fees will be required to be paid prior to the event:

- Events that will have a net (total throughout event) attendance of 5,000 persons or more
- Events in facilities that will exceed the occupancy rating (parameters will be developed on a case-by-case basis)
- Pyrotechnic and fireworks special events
- Events in which there is a high hazard or potential risk to the attendees or public

Are you requesting on-site police coverage? YES NO

Are you requesting fire/medical on-site coverage? YES NO

Check all that may apply below (sound ordinance will apply):

Live band(s)		Loudspeakers		Amplifiers	
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Police and Fire Coverage Fees:

- \$50/hour (minimum of 4 hours fire; 5 hours police)
- \$300 fire apparatus fee

Check all that apply below. Any selected may trigger an on-site inspection by the Fire Department:

None (skip this section)		Outdoor Assembly		Indoor Assembly	
Air Supported Structures (inflatables)		Concert		Stage(s)	
Carnival/Fair		Mobile Food (truck/trailer/cart)		Tents	
Temporary Cooking Booth (LPG)		Temporary Structures		Generators	
Bonfire		Open Flame/Torches		Pyrotechnics	
Fireworks Displays		Amusement Buildings		Other	

Estimate if unknown:

If you have air supported structures, how many will you have? _____

If you have tents, how many will you have? _____ What is the size of the largest tent? _____

If you have mobile food trucks/trailers/carts, how many are you going to have? _____

If you have temporary cooking booths, how many are you going to have? _____

Provide a list of the following information for mobile food trucks/trailers/carts and/or temporary cooking booths:

- Vendor Name(s)
- Type(s) (booth, truck, trailer, cart)
- Phone Number for Vendor(s)
- Point of Contact for each vendor

Additional Considerations

Will supplementary utility services such as power and water be used in addition to what is available in the area?

YES NO

If yes, describe in detail the specific utilities and location(s). Any additional utilities must be provided by the applicant

Have you requested or obtained a permit from any other jurisdiction (city or county) within which the activity shall commence, terminated, or occur in part? YES NO If yes, please provide a copy(ies).

How do you plan to remove garbage? _____

Will existing restroom facilities be adequate? YES NO

If no, describe plans to augment available sanitary facilities: _____

Please include any additional information that may be useful: _____

Alcohol Sales at Special Event

Procedures and logistics for serving alcoholic beverages must be submitted with the special event permit application. These should include but are not limited to location, hours of operation, locations with site diagram and security procedures. Consideration will also be given as to whether alcohol sales would create potentially dangerous situations due to the nature of the event. Permission to serve or consume alcohol is granted by the city as part of the special event permit; however, such service must comply with all South Carolina Alcohol Beverage Control Commission regulations and the City of Conway Special Events Alcohol Control Policy. The City reserves the right to revoke the permit or require the applicant to discontinue alcohol sales whenever the consumption of alcohol by participants becomes excessive or when, over a period of time, participants regularly demonstrate obnoxious, loud, or other inappropriate behavior following events.

Will alcoholic beverages be served? YES NO

Will alcoholic beverages be sold? YES NO *If yes, SC ABC permit required.*

Vendors: Please list any vendors, including applicant, for whom you are requesting permission to sell alcohol and the proposed locations for sales.

The following does not apply to restaurants:

Have you applied for a South Carolina temporary ABC Permit? YES NO

Name of insurance company providing general liability with liquor liability insurance for the event naming the City of Conway as additional insured (a copy of the Certificate of Insurance must be provided): _____

ACKNOWLEDGMENT: *I acknowledge that I have read and do fully understand the Special Event Permit Application including required inspections, fees, and Alcohol Control Policy attached to this application and agree to comply with the guideline set forth herein.*

Applicant's Signature: _____

Date: _____



SPECIAL EVENTS ALCOHOL CONTROL POLICY

All event organizers and restaurants are required to be familiar with and follow the guidelines when participating in special events where alcoholic beverages will be served. It is understood that responsibility for fully meeting these requirements during an event rests with the entity, vendor, or restaurant serving alcohol within the special event area. Under City ordinance, any time a Special Event permit is approved, beer and/or wine may be openly carried within the area that the event is being held. As such, it is vital that the holder of the Special Event permit is aware of and understands the following:

1. Hard alcohol (liquor) may not be present, possessed, consumed and/or served at any permitted special event. *Section 7-2-2 (b) (1) states "The sale of alcohol within the designated area of a special event is limited to beer and wine."*
2. Public consumption of alcohol as authorized by the special event permit shall not begin before the designated event start time. There shall be no open containers of alcohol allowed in the event area before this designated time. Any vendor or participating restaurants must discontinue alcohol distribution for public consumption within the event area at a minimum of 30 minutes prior to the end of the event. All alcohol must be cleared from the event site at the end of the event.
3. At no other time may alcohol be present, possessed, served, and consumed in the public area.
4. It is a violation to permit or knowingly allow a person under 21 years of age to purchase or possess or consume liquor, beer or wine. The seller of beer or wine must clearly display signs stating that the purchase or possession of beer or wine by a person under the age of 21 is unlawful.
5. Signs informing participants that alcohol beverages are prohibited on City streets and sidewalks beyond the boundaries of the designated special event area will be posted by the City.
6. No alcohol may be served in glass containers or bottles.
7. It is a violation to sell liquor, beer or wine to an intoxicated person. Any person in an intoxicated condition, even if of legal age, must be denied alcohol.

If your event is proposed to be located on property owned by the City of Conway, approval of this permit shall grant the license and permission to use said property. The approval of the City Administrator or City Council shall be required for such use.

If your event is to be held on property not owned by the sponsoring organization, the property owner must complete the following:

PROPERTY OWNER PERMISSION LETTER

I (we), being the property owner of _____ (address),
 give permission for _____ to hold a special event on
 my/our property.

_____	_____
Date	Signature
_____	_____
Witness	Address
_____	_____
Printed Witness Name	Telephone Number

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INSURANCE REQUIREMENTS FOR SPECIAL EVENTS HELD ON CITY PROPERTY

The event must maintain general liability insurance and, if beer and wine is to be served, liquor liability insurance for the event for which the permit has been obtained. The City of Conway shall be named as an additional insured on the policy with respect to claims arising from the use of property owned or operated by the city and the issuing of the permit by the city. The applicant shall submit a Certificate of Insurance verifying the following minimum coverage and specifically identifying the City of Conway as an additional insured. **Your permit will not be issued if the Certificate of Insurance has not been received prior to event. The City of Conway must be listed as the “Certificate Holder” on the Certificate of Insurance.**

Each Occurrence	1,000,000
Personal Injury	1,000,000
General Aggregate	2,000,000

.....
 Application completed by: _____ Contact No.: _____ Date: _____

Special events permits are granted in accordance with the City of Conway Code of Ordinances and in no way imply assumption of liability by the City of Conway. Your organization is fully responsible for complying with all applicable laws and safety procedures. A permit does not authorize you to enter upon private property or to, in any way, hinder or obstruct pedestrian or vehicular traffic. The City of Conway reserves the right to modify the conditions of this permit or to cancel it entirely if it is deemed appropriate.

Please return completed permit application to:

City of Conway Administration Attn: Special Event Permits P.O. Drawer 1075 Conway, SC 29528-1075

FIRE DEPARTMENT OUTDOOR VENDOR/EVENT GUIDELINES

The City of Conway Fire Rescue has implemented the following guidelines that must be followed while vendors are participating in outdoor events. The City Fire Marshal will be performing inspections of vendors prior to the beginning of the event.

- All Tents 400 square ft. or larger, will not be allowed without prior approval from the Fire Marshal.
- Cooking will not be allowed under any **Tents**, unless prior approval is obtained from the Fire Marshal.
- A 12 foot walkway must be placed between every fifth tent/vendor.
- All Membrane/Air Inflated Structures (Inflatable Structures/Moonwalks/Bounce Houses) must meet the NFPA 701 Standard and have a permanently affixed label identifying the material/fabric and size of the structure.
- All Tents and Membrane/Air Inflated Structures shall be properly anchored as to withstand the elements of weather and to prevent collapse.
- “NO SMOKING” is allowed under any tents regardless of size.
- All outside cooking that will be producing any grease laden vapors (Deep fat fryers) must have a **Class K Fire Extinguisher**. Surface cooking equipment must have a minimum of a **5 lb. ABC Fire Extinguisher**. Surface frying will not be allowed. (Ex: a cooking vat on top of a stove containing more than one inch of cooking oil or grease.)
- Venders that are only “warming” food must have a minimum of a **5 lb. ABC Fire Extinguisher**.
- All self- contained vendors (Ex: Portable kitchen that is in a trailer/food truck) must have a hood system and meet the NFPA 96 standard.
- All LP Gas cylinders must be a minimum of 10 feet from any cooking appliance and secured in an upright position.
- Extension cords must be commercial grade. (Minimum 12 gauge and must have a ground.) All extension cords must be secured so as to not create a trip or fall hazard. The use of multi-plug adapters is allowed as long as the amperage rating of the adapter is not exceeded.

Thank you for your assistance. If you have any questions, please contact the Fire Marshal at (843)248-1720.

RELEASE AND INDEMNIFICATION AGREEMENT
City of Conway

THIS IS A RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special event on City of Conway property:

Special Event Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that activities associated with the above-described special event are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but are not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the event.

_____ (Special Event Holder initial here)

- B. If required by this paragraph, we agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Conway on a form approved by the City of Conway.

_____ (Special Event Holder initial here)

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Conway, for the duration of the above referenced event.

_____ (Special Event Holder initial here)

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

_____ (Special Event Holder initial here)

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release, and discharge the City of Conway, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

_____ **(Special Event Holder initial here)**

F. We further agree to defend, indemnify and hold harmless the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs, and attorneys' fees, including those arising from any third party claim asserted against the City of Conway, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City of Conway, its officers, its employees, or by any other cause.

_____ **(Special Event Holder initial here)**

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of the City of Conway, its officers, and/or its employees, and that said agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

_____ **(Special Event Holder initial here)**

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Carolina, and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

_____ **(Special Event Holder initial here)**

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.

_____ (**Special Event Holder initial here**)

IN WITNESS THEREOF, this **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the Special Event Holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Event Holder hereto.

PRINTED NAME OF SPECIAL EVENT PERMIT HOLDER:

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

NAME: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION

City of Conway

A. In consideration for being permitted to use the facilities of the City of Conway, _____

_____ (hereinafter "Applicant") agrees to indemnify and hold harmless, City of Conway its officers, employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Conway may require reimbursement for the full amount of such damage, loss, or injury and all costs associated therewith upon billing by City of Conway.

C. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Conway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Conway, its officers, or its employees, or from any other cause whatsoever.

NAME OF PERSON/ORGANIZATION

SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE

DATE

[FOR OFFICE USE ONLY]

Special Event: _____ Date(s) _____

Sponsoring Organization: _____

Application completed by: _____

Contact No.: _____

Date: _____

<input type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
_____	_____
Police Department	Date
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	

Police Officers	\$50.00/hour per officer 5 hour min

<input type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
_____	_____
Fire Department	Date
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	

Fire Inspector/Fire-Rescue Officers	\$50.00/hour per officer 4 hour, 2 personnel min \$300 apparatus fee

<input type="checkbox"/> Recommend approval	<input type="checkbox"/> Recommend disapproval
_____	_____
Public Works Department	Date
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	

<u>Residential & Non Residential Street Closure</u>	
Barricades	\$20.00 each
Public Works Employee	\$25.00/hour per employee

[FOR OFFICE USE ONLY]

<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend disapproval	
Parks & Rec. Department	Date
Fees or charges associated with this event: _____	
Special Conditions/Comments: _____	

Parks & Rec. Employees	\$25.00/hour per employee

<input type="checkbox"/> Recommend approval <input type="checkbox"/> Recommend disapproval	
Planning Department	Date
Special Conditions/Comments: _____	

<input type="checkbox"/> License(s) obtained for _____ vendor(s) <input type="checkbox"/> License(s) not required	
Has general liability and liquor liability insurance (if applicable) listing the City of Conway as additional insured been secured? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Business License Department	Date
Special Conditions/Comments: _____	

Business License Fee	\$5.00/per vendor