



Temporary Event Permit Application

Permit Fee \$52

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

Sponsor's Name: _____

Address: _____

Phone #: _____ Email: _____

Event Date/Hours: _____

Description of Event: _____

Proposed Activities / Entertainment: _____

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

Concessionaire's Information			
Name		Signature	
Address	City	State	Zip
Phone	Alt Phone	Email	
Event Contact Person – On-Site at Event			
Name		Mobile Phone	
Property Owner(s) *Provide additional sheet if necessary for multiple property owners			
Name			
Address	City	State	Zip
Phone	Alt Phone	Email	
ITEMS REQUIRED AT TIME OF SUBMITTAL Completed and Signed Application Packet, Certificate of Insurance, Copy of proposed event layout and \$52.00 Permit Fee			
<u>City Use Only</u>			
	Approved by:		Date:

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

**CITY OF AUBURN HILLS
HOLD HARMLESS AGREEMENT**

As required for approval of the _____
(Activity)

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

agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.

In addition, _____ agrees to furnish an ACORD certificate of insurance
(Abbreviated Name Form)

- a. as required by the City of Auburn Hills with the description of the ACORD form to read as follows: It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees, representatives and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.

Name of Company _____

Witnesses _____

By _____

By _____

Date _____

Date _____

Insurance Requirements
City of Auburn Hills, Michigan
And/Or
City of Auburn Hills T.I.F.A, B.R.A., D.D.A

1. Liability Insurance

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

- a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
 - I. Check mark indicating occurrence as opposed to claims made form
 - II. Limits of Liability:
 - \$1,000,000 each occurrence
 - \$2,000,000 general and products-completed operations aggregates
 - III. Personal Injury
 - \$2,000,000 aggregate
- b. Automobile Liability:
 - I. Check mark indicating coverage as to any automobile
 - II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded
 - III. Limits of Liability: \$1,000,000 combined single limit
- c. Commercial Umbrella of at least \$4,000,000.
- d. The Contractor shall insure the Contractor's equipment and property and the City and those persons and entities described in section 1(e) herein shall not be liable and/or responsible for any damage to said equipment and/ or property.
- e. Description section of ACORD form is to read: *It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*
- f. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

2. Owner's and Contractor's Protective Liability (_____) If checked, this is required by City

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

3. Workers Compensation

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

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

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

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

4. Professional Liability (_____) If checked, this is required by City.

If the Contractor is providing professional services/work, then the Contractor shall procure and maintain during the life of the contract Professional Liability insurance in the amount of \$1,000,000. (Professional services is defined but not limited to architects, builders, engineers, agents, attorney,)

5. The Contractor shall procure and maintain during the life of the Contract

- a. Cyber Liability Insurance with limits of at least \$1,000,000 and this policy shall include \$1,000,000 of third party liability. () If checked, this is required by the City. Required if the contractor is providing computer/data services and/or has access to private City data.
- b. Employee dishonesty coverage with limits of at least \$1,000,000 including third party endorsement.

6. Certificate of Insurance

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

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

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

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



Temporary Event Checklist

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

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

Regulations Applying to All Temporary Events

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

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

Sketch Plan Requirements

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

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

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

Sponsor's Signature