
Received: _____
Approved: _____
Disapproved: _____

**CITY OF BREVARD
APPLICATION FOR SPECIAL EVENT/ PARADE
TEMPORARY USE AND
SIDEWALK, STREET AND PARKING SPACE
CLOSURE**

(Applications must be received 45 working days before the proposed event to be considered)

In accordance with applicable provisions of the Brevard City Code, the applicant described herein is **GRANTED/ DENIED a Parade/ Event/ Closure Permit** (and **Special Permit** where indicated) for the date, time, place and purpose as indicated. By evidence of the signature of the applicant on this permit, said holder agrees to comply with all applicable City rules, regulations and conditions of the permit, and to forever bind himself and its successors and heirs, to indemnify and hold harmless the City of Brevard in all respects against any and all claims arising out of or related to the issuance of this Permit (and Special Permit where indicated).

APPLICANT/ PERMIT HOLDER: _____
(Name of Sponsoring Individual/ Organization)

By: _____ Date: _____
(Authorized Individual- Signature Required)

Address: _____ Telephone No: _____

This is a (check one):

- Special Event on Public Property (Festival, parade, use of public parks, and similar) - \$200 review fee, plus \$500 reimbursable bond [see page two for bonding details].
- City-Sponsored (examples White Squirrel, July 4th, Halloweenfest, and Twilight Tour) - \$0
- Special Event on Private Property (no parking space, sidewalk or street closures) - \$0
- Special Event on Private Property (includes parking space, sidewalk, or street closure) Note: includes one parking space, each additional space is considered a separate fee. Street closure is considered for one block, each additional block is a separate fee. \$200 review fee, plus \$500 reimbursable bond [see page two for bonding details].
- Special Event on Public Property – Park, greenway or similar - \$200 review fee, plus \$500 reimbursable bond [see page two for bonding details].
- Public Alley Closure - \$50 per day, plus \$500 reimbursable bond [see page two for bonding details].
- State Road Closure - \$1,500 per day, plus \$2,000 reimbursable bond [see page two for bonding details].
- City Road Closure - \$100 (per day) plus \$1,000 reimbursable bond [see page two for bonding details].
- Public Sidewalk Closure (examples include construction, delivery, demolition, etc. - \$500 (per day), plus \$500 reimbursable bond [see page two for bonding details].
- Public Parking Space Closure (examples include construction, delivery, demolition, etc. - \$100 (per day), plus \$500 reimbursable bond [see page two for bonding details]. Note: includes one parking space, each additional space is considered a separate fee. Street closure is considered for one block, each additional block is a separate fee.

Estimated Attendance: _____

Please describe Purpose of Parade/ Event or Closure needed: _____

[NOTE: Applicant shall provide a map illustrating the geographic scope of the event. Map will include all streets, sidewalks and parking spaces affected by the Special Event. Map will be as detailed as possible and subject to review as an integral part of the application. COMPLETE Digital submissions in Adobe .pdf format are encouraged.]

Will the event require sidewalk/streets to be closed? ____ Yes ____ No
Place of Event: _____

Date & Time Event: _____

Route of Parade/ Event (use additional sheets as necessary): _____

Proof of Liability Insurance Required? ____ Yes ____ No

[If the proposed Event is to be held on City property or public Streets, a General Liability Policy in the amount of \$2,000,000.00 (aggregate) shall be required with the City of Brevard named as an additional insured on the policy. A copy of the policy shall be attached to this application]

Damage to City Property / Exigent Circumstances Bonding— Bond Requirement / Purpose:

The purpose of the bond is to provide an instant surety in the event there is damage (whether accidental or intentional) to any City Property; or to address any condition that manifests, due to an overt act or an act of omission by any permitted participant of the Special Event that requires additional City personnel to remedy that condition. This “Damage / Exigent Circumstances Bond” is generally a requirement for all Special Events, but may be waived at the discretion of the approving authority where no risk of damage or exigent circumstances occurring is evident or for certain events that are sponsored or endorsed by the governing body. Bonding concerning animal-related events/exhibitions shall not be waived.

Bond specifics / Invoking the Bond: The Planning Director or other approving authority may invoke the bond upon receipt of information, provided in writing, by the appropriate City Department head or designee, justifying such an action.

Bond Deposited in the amount of \$_____ **as specified by the Planning Director, has been received by Cash** _____ **or Check**_____

Special Permit for Animals Required? ____ Yes ____ No

If Yes, Bond Deposited in the amount of \$50.00 (5 or less animals), \$100 (5 or more animals) received by Cash _____ or Check _____

PARADE/ EVENT/ CLOSURE APPROVED BY: _____
(Review Officer)

Date: _____

FOR INTERNAL OFFICE USE ONLY

Event Holder Consultation / coordination meeting (required within two of submittal, if feasible)

Date: _____

Forwarded to TRC (if required) - Date: _____ **NCDOT Permit requested** _____

Forwarded to City Council (if required) - Date: _____ **NCDOT Approval/Denial date** _____

Inter-Agency Event Notification – Date: _____

REVIEWED and RECOMMENDED for: APPROVAL: _____ DISAPPROVAL: _____

Police Department: _____ Date: _____

Fire Department: _____ Date: _____

Public Services Director: _____ Date: _____
(If required review)

Temporary closures and traffic control to be provided by Brevard Police Department and Brevard Fire Department with additional agencies as needed listed below.

Police Department: _____ Date: _____

Submit Written Concerns and Comments Below:

Permit Disapproved (Reason):

DEPARTMENTS NOTIFIED:

Police: 883-2112 Public Services: 884-2171
Finance: 885-5606 Fire: 883-3333

Bond returned to applicant by: _____ **On (Date):** _____

Bond invoked by City [attached written finding as to circumstances]

(Authorized by) (Date)

North Carolina Department of Transportation
Special Event Request Form
Revised 8/5/14, Effective 7/31/15

This request form is required for non-governmental entities for all special events requiring a road, lane, and/or shoulder closure, or repurposing a State Highway System facility for something other than its intended use, except where a county or municipality is regulating the use of the highways in accordance with General Statute §20-169. This form must be submitted with a formal request to the appropriate Division Engineer(s) at least sixty (60) days prior to the scheduled beginning of the event. See a listing of the Highway Divisions and their contact information at the following URL:

<https://apps.dot.state.nc.us/dot/directory/authenticated/UnitPage.aspx?id=630>

Section A: Event Information

Name of Event: _____

Type of Event: _____

County/Countries: _____

City/Cities: _____

Event Date(s): _____

Event Time(s): _____

Primary Sponsoring Organization: _____

Anticipated number of participants (estimate): _____

Anticipated number of spectators (estimate): _____

Approximate distance in miles: _____

Requested Action(s): Road Closure Lane Closure Shoulder Closure
(Check all that apply) Repurposing a State Highway System facility for something other than its intended use

Section B: Contact Information

Director/Organizer Name: _____ Email: _____

Mailing Address: _____

Telephone 1: _____ Telephone 2: _____ Fax: _____

Responsible Local Government: _____

Local Government Contact: _____ Telephone: _____

Responsible Law Enforcement Agency: _____

Law Enforcement Contact: _____ Telephone: _____

Section C: Support Material (check list)

The following support documentation must be attached to this request before it will be considered (as applicable following discussions with the local Highway Division(s))...

- 1. Detailed location(s) of event including maps indicating proposed route(s) used by the event. Any changes to the proposed routes shall be submitted as soon as the change is made.
- 2. Detailed description of the event and how it will affect the route(s) used by the event.
- 3. Written acknowledgement and approval by all local governments whose jurisdiction the event is being held in.
- 4. Written acknowledgement and approval by local law enforcement and/or the State Highway Patrol.
- 5. Type, description, and location of any proposed temporary lane closures/interference, road closures/interference, traffic control and signing with appropriate maps, sketches, detour routes, and written acknowledgement from the agency providing the temporary closures/interference, traffic control, and/or signing accepting responsibility for such.
- 6. Description of notification to residents along the route as a safety and informational service.
- 7. Waiver modification or insurance (select one)
 - a. Addition of the State of North Carolina and the North Carolina Department of Transportation into participant release waivers (see Appendix A). A copy of a blank waiver shall be provided.
 - OR -
 - b. Certificate of liability insurance as follows:
 - General Liability, Each Occurrence: minimum amount of \$1,000,000
 - Description field: name and type of the event (as indicated in Section A, above)
 - Description field: the State of North Carolina and the North Carolina Department of Transportation named as additional insured parties (this is at the discretion of the individual insurance company)
 - Note – Additional liability insurance may be requested at the discretion of the Department

Section D: Terms and Conditions

The following applies to all approved events...

- 1. Requestor shall be responsible for proper closure of the lanes/roads according to the Manual on Uniform Traffic Control Devices (MUTCD).
- 2. Requestor shall be responsible for providing all necessary traffic control using the appropriate law enforcement agency/agencies or individuals trained in traffic control as set forth in General Statute §20-114.1.
- 3. Requestor shall be responsible for notification of all emergency services and other responders of any impending closures and/or interference.
- 4. Event shall be supported by, or endorsed by, the local governing body/bodies.
- 5. If the event is a bicycle race, requestor shall be responsible for following rules and statutes specific to bicycle racing as provided for in General Statute §20-171.2.
- 6. Requestor shall ensure that all debris, litter, decorations, and other items associated with the event are removed following the event.

Section E: Signatures

Requestor Signature: _____ Date: _____

Appendix A

Example of Including the State of North Carolina and the North Carolina Department of Transportation in Release Waivers

***** Only required if not submitting a certificate of liability insurance *****

[EVENT NAME]
AGREEMENT TO PARTICIPATE RELEASE WAIVER

In consideration of being allowed to participate in any way in [Organization Name] related events and activities; the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from the activities involved in [Event Name] is significant, including the potential for permanent paralysis and death; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of the nearest [Organization Name] representative; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless [Organization Name], their officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event.
5. **I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the State of North Carolina, the North Carolina Department of Transportation, [County Name] County, [Municipality Name, if applicable], their officers, officials, agents and/or employees, volunteers.**
6. I grant to [Organization Name] my permission to use without charge any and all photographs, video reproductions or other like kinds of image productions taken during the event.
7. I understand that [Event Name] and its staff are not responsible for the loss, theft, or any damages to personal property which includes, but is not limited to bicycles, vehicles, tents, trailers, luggage, etc.
8. I understand that I can be removed from the ride at any time for any reason with no refund.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Name

Signature

Date