

## GENERAL REQUIREMENTS OF APPLICANT FOR FILING AN APPLICATION FOR "SPECIAL EVENTS" PERMIT IN LANCASTER COUNTY, NEBRASKA

The following is intended to inform the Applicant of the costs and general regulations which are associated with the granting of a "Special Events" Permit (the "Permit") in Lancaster County, Nebraska (the "County"). "Special Events" include but are not limited to activities which are open to public participation, such as parades, runs, and walkathons which occur in the public right-of-way, which in most instances may be defined as the road and/or sidewalk. Events which occur in part or in whole within areas not under the County's control, such as private property, state parks, or within the corporate limits of any village or city, require permission from the appropriate owner or agency.

The following are items the Applicant is responsible for, or information which will be needed to receive the Permit:

### APPLICATION

The application, including a detailed map of the route to be used and the locations of "Special Events" marshals and/or monitors must be submitted to the County Clerk a minimum of three (3) weeks prior to the scheduled date of the event. The Application should include an alternative date, should unforeseen or emergency conditions prevent the use of the scheduled date.

### INSURANCE

#### 1. **Insurance; Coverage**

The Applicant shall, prior to the Special Event, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this permit are set forth below and shall be in effect for all dates and times of the Special Event pursuant to this Permit. The Special Event shall not commence under this Permit until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Permit. Deductible levels shall be provided in writing from the Applicant's insurer and will be no more than \$10,000.00 per occurrence.

#### 1.1 **Commercial General Liability**

The Applicant shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Applicant shall provide an additional insured endorsement acceptable to the County. The description of operations must state "Blanket coverage for all projects and operations of Applicant" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

## **1.2 Automobile Liability**

The Applicant shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

## **1.3 Liquor Liability Insurance**

If the Applicant plans to sell alcoholic beverages in conjunction with its “Special Event”, Applicant shall take out and maintain a host liquor liability insurance policy protecting the County against claims for damages from bodily injury, including wrongful death; personal injury liability; and property damage. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

\$1,000,000 Each Occurrence  
\$5,000,000 Aggregate

## **2. Additional Insured**

An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and liquor liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

## **3. Certificates**

The Applicant shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Applicant shall furnish a full and complete copy of any policy of insurance, required by this Permit, to the County within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Applicant shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

## **4. Immunity**

Nothing contained in this clause or other clauses of these Guidelines shall be construed to waive the Sovereign Immunity of the County.

## **5. Reservation of Rights**

The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

### **EXPENSES**

The Applicant shall be responsible for reimbursing the County for the following expenses, if the same are incurred in conjunction with the "Special Event" for which the Permit is requested:

A. County Engineering Department: If equipment is borrowed from the County Engineering Department the Applicant is responsible for picking up and returning said equipment. Any damaged equipment shall be replaced by the Applicant at their cost. For purposes of this paragraph, the term "equipment" shall include but not be limited to traffic control devices such as barricades, cones, and signs.

B. County Sheriff Department: Labor charges for deputies used to assist with traffic control will be at 1 ½ times the regular hourly rate with a 2-hour minimum per deputy hired. The number of deputies needed will be determined by the County Sheriff's Department.

C. Estimates of the costs involved in paragraph B will be prepared by the County Sheriff's Department for the benefit of the Applicant.

### **ROUTE APPROVAL**

All routes, dates and times of "Special Events" are subject to approval by the County Engineering, Lincoln-Lancaster County Health and Sheriff Departments. Factors which shall be considered include but are not limited to:

A. Heavy traffic periods, i.e. 7:00 a.m. to 9:00 a.m., 11:30 a.m. to 1:30 p.m. and 4:00 p.m. to 6:00 p.m., Mondays thru Fridays.

B. Other scheduled events (for example University of Nebraska home football games, etc.).

C. The safety of participants, the driving public, and traffic control and operations.

### **CANCELLATION OR POSTPONEMENT**

Notification to the County of the cancellation of a "Special Event" shall be made by the Applicant as soon as possible, however, not later than the day preceding the scheduled date. If such notification is not received at least the day preceding the scheduled date, the Applicant may still be liable for any labor or materials cost incurred by the County. Postponement of the "Special Event" to the alternative date, if such an alternate date was indicated in the Application, or up to a maximum of one (1) hour later than the scheduled start time is allowed providing unforeseen or emergency conditions exist supporting such

postponement. Unforeseen or emergency conditions, include but are not limited to weather conditions, road conditions, and accidents.

#### **HOLD HARMLESS AGREEMENT**

The Applicant shall execute a Hold Harmless Agreement in such a form as provided by the County. Further, the Applicant will name the County as an additional party protected under any hold harmless agreement the Applicant requires the participants of the "Special Event" to execute.