

**AN ORDINANCE ESTABLISHING RULES, REGULATIONS, ENFORCEMENT FOR A SPECIAL EVENT TO BE HELD  
WITHIN THE CITY LIMITS OF BYRAM, MISSISSIPPI**

WHEREAS, the City of Byram is a newly incorporated municipality; and

WHEREAS, the city welcomes a wide variety of events that enrich the community for both visitors and residents; and

WHEREAS, to protect the health, safety, and welfare of the citizens of the City of Byram, the Mayor and Board of Alderman find the adoption of a Special Events Ordinance is required.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Aldermen of the City of Byram as follows:

**SECTION 1 – PERMIT REQUIRED -**

A permit shall be required for all special event activities conducted within the city limits. Such events shall include, but not limited to, balloon festivals, fairs, circuses, outdoor parties (specifically including those conducted by established and existing business entities, such as crawfish boils or other similar events, and which are expected to attract more than the permitted occupancy of such business entity and to require more parking than is provided on-site), musical activities and parades.

**SECTION 2 – COORDINATION OF CITY SERVICES –**

To best serve the safety and welfare of the public, and to maintain the integrity of the City, it is the general policy of the City that a certain services shall be provided by the City with the Promoter reimbursing the City as authorized by the Board of Aldermen and upon demand for all costs associated with the provision of such services (referred to in these guidelines as “City Services”). City services include, among other things, police protection, crowd control, fire protection, street closures, and traffic, sanitation and parking control. The Committee will determine the minimum staffing levels needed by the City to provide services for an event. The city of Byram assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of City services for any Special Event. There will be a 4-hour minimum charge for EACH City of Byram employee engaged by the Applicant in connection of an event. Depending upon the scope and nature of the event, the City may require in its discretion that the Applicant pay to the City for a City employee to serve as an overall on-site Event Coordinator (“Event Coordinator”), whose responsibility will be to coordinate the provision of the City services.

(a) *PUBLIC SAFETY* – At an event, off-duty and/or on-duty Byram police personnel or trained security personnel shall provide the following functions: public safety and crowd control, overnight security and backstage security, escort for entertainment, escort for transportation of cash, and supervision of street closures and parking. The number of police officers and supervisors or other security personnel required will depend upon the type of Special Event and estimated attendance. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict parking of vehicles along a street or part thereof in connection with a Special Event and may not post signs to such effect.

(b) *FIRE PROTECTION AND EMERGENCY SERVICES* – At an event, off-duty and/or on-duty Byram fire and emergency personnel shall provide the following functions: fire prevention, fire protection, emergency medical response, weather monitoring, and closing or postponement of event due to dangerous or life-threatening weather. The number of fire and emergency personnel required will depend upon the type of Special Event and estimated attendance. If a Promoter desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the application. Fireworks, open pit fires and bonfires are strictly prohibited. The City of Byram shall not be responsible for reimbursing Promoter for potential lost revenue from the sale of tickets or for reimbursing the Promoter or patron for the cost previously sold tickets that are denied entrance to an event once the Fire Department or Event Coordinator has determined the event shall be closed or postponed due to weather or for other reasons enumerated under section 11.

(c) *STREET CLOSURES* – Certain streets within the City of Byram may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after any Special Event. Applicant shall submit its request for any street closure at the time of the Application; the Committee shall consider such request in evaluating the application, and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent are. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The City of Byram Street Department or Police Department shall supervise the placement of all barricades and signs placed on public streets or any public rights-of-way. The rental cost of barricades and signs shall be the responsibility of and paid for by the Promoter, which costs shall be paid in advance of the Special Event if required by the Event Coordinator.

**SECTION 3 - PARKING AND TRANSPORTATION –**

a) If necessary and appropriate, the Promoter shall hire a professional parking company to ensure that motor vehicles are parked safely and efficiently. At least 30 days prior to an event, a Promoter shall submit a comprehensive parking plan which identifies where parking is proposed for event staff, equipment vehicles, Event participants, patrons (including parking for handicapped patrons), media and special guests.

(b) Any parking directional signs required by the City will be the responsibility of the Promoter.

**SECTION 4 – SITE PLAN –**

a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a Permit. A final site plan, which must be approved by the Events Committee, shall be submitted a minimum of 14 days prior to the event, and must show a detailed diagram drawn to scale of the event including, the location of concession and display booths, portable toilets, dumpsters, location of stages and orientation of loudspeakers, locations for electricity, and other relevant elements. Once the final site plan has been approved, it cannot be altered without the prior written consent of the City.

b) Non-substantial on-site adjustments to the preliminary or final site plans may be made in consultation with the Events Committee, designated Events Coordinator or their designee. A walk-through to verify that the actual setup of the event site meets with the approved final site plan may be conducted prior to the event opening.

**SECTION 5 - PROPERTY MANAGEMENT -**

a) Removal or alteration of any part of the City areas is strictly prohibited, except as otherwise approved in writing by the Event Committee

b) It is the responsibility of the Promoter to locate the permanent amenities and fixtures (sprinkler heads, water retention fields, etc.) prior to construction of the event. Upon completion of the event, Promoter shall promptly repair and/or replace, as appropriate, any damage to the City or any other premises or property so as to restore the same to the order, condition, and state of repair prior to the Special Event. If the Promoter fails to promptly repair, replace, and restore such property, the City may do so and deduct the costs thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit). If no security deposit is required, the Promoter shall pay as authorized by the Board of Aldermen the cost of any and all repairs to city facilities and assets that are necessitated by the event.

c) Vehicular traffic is allowed within the Event area during the setup and teardown; however, except as may be permitted by the designated Event Coordinator, Promoter shall restrict subcontractors and delivery trucks to the sidewalks and roadways to reduce the likelihood of damage to the City's permanent amenities.

d) Promoter shall notify and coordinate with the Event Coordinator in order to erect a temporary structure or install a temporary service. Examples of temporary construction/service include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service.

- e) Carnival rides are restricted to the streets, hard surface parking lots and unimproved fields.
- f) Promoter shall use only an electrical contractor licensed by the State of Mississippi or City of Byram for the connection and use of temporary power.
- g) Promoter shall be solely responsible for cleaning in connection with and during and after the event. All arrangements for the collection and removal of garbage, trash and other debris deposited during or related to the event are the sole responsibility of the Promoter. Applicants are required to meet quality sanitation standards by assuring there are an adequate number of litter containers on the site of the event, and by encouraging event patrons to dispose of trash in the property containers. Promoter shall line all containers with appropriately sized plastic bags.
- h) Personal property, equipment, tents, and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the designated Events Coordinator may be removed and stored by the City at the expense of the Promoter, Planner or host. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities sustained during removal or storage of such property, equipment, tents or other facilities and the Promoter, Planner or host shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.
- i) The portable toilets that may be required to be located at the event site by and at the sole cost of the Promoter are based on the nature and scope of the event, and the estimated attendance at the event. A minimum of one handicap portable toilet is required. Depending on the scope of the event and the area encompassed more may be necessary. Such determination will be made by the applicable federal, state and local codes. Promoter is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets.

Promoter may use the following formula as a guideline in determining how many restrooms will be needed at the event; however, additional units may be required depending on various aspects such as female/male ration, food and beverages served length of event, attendance, etc.

<u>Attendance</u>	<u>1 – 4 hours</u>	<u>5 – 10 hours</u>
1 – 500	1	2
501 – 1000	2	3
1001 – 2500	3	4
2501 – 5000	4	6
5001 – 7500	5	8
7501 – 10,000	8	10
10,001 – 12,500	10	12
12,501 – 15,000	12	15
15,000+	15	20

- j) Promoter shall maintain any portion of the City and all other property and facilities used by Promoter in connection with the event in a good, first-class condition. If Promoter fails to do so, the City may perform such maintenance or repair of any such portion or property and Promoter shall pay the City upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the City performs such maintenance or repair, the City may deduct the cost thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit).
- k) Promoter shall dispose of wastewater (any water from food preparations, hand washing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc) in the sanitary sewer. No waste or wastewater is to be dumped into or down the storm sewer or be allowed to pool on or drain into the ground.

**SECTION 6. CONCESSIONS –**

- a) Concessionaires and caterers must have proper licenses with the State Health Department.
- b) Glass containers are prohibited.
- c) If beer (or other alcoholic beverages) is being served as part of the special event, a plastic wristband shall be issued to each individual after that individual has shown proper identification that they are at least 21 years of age. No one will be able to purchase beer (or other alcoholic beverages) at such special event without wristband. The sponsor of the special event shall take all necessary precautions to ensure that no one in attendance at the event becomes intoxicated.

**SECTION 7 - NOISE –**

No loud, excessive or unusual noise is allowed between the hours of Midnight and 7 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Police Department concerning noise may result in suspension of all activities associated with the event and possible revocation of the Permit.

**SECTION 8 - BANNERS AND SIGNS –**

All posters, graphics, banners and signs (“signs”) placed throughout the City of Byram shall be professionally executed, comply with any applicable ordinances, rules or regulations of the City, and be approved in writing by the Event Coordinator. Balloons releases or other inflated signs anchored to the ground, a building or other structure are prohibited.

Promoter shall not erect, maintain or display placards, signs or any form of advertising anywhere within the City without the prior written consent of the Event Committee. Any placard, sign, or other form of advertising erected, maintained or displayed without such consent may be removed by the City at the Promoter’s expense.

**SECTION 9 - INDEMNITY –**

An applicant for a Special Event Permit must execute a written agreement to indemnify the City and its officers and employees against all claims or injury or damage to persons or property, whether public or private, arising out of the Special Event.

**SECTION 10 - DISCRIMINATION –**

- a) No person shall be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination in connection with a Special Event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, or disability.
- b) *Americans with Disabilities Act* – Promoter shall cause the event to comply with the Americans with Disabilities Act.

**SECTION 11 - COMPLIANCE WITH ORDINANCES, LAWS, AND REGULATIONS –**

- a) In addition to complying with all conditions of the Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Promoter, Planner or host must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Promoter, Planner or host to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.
- b) Issuance of a required federal, state or county permit (other than a Special Event Permit) does not authorize permission to hold an event. A City of Byram Special Event Permit must be issued with the approval of the Board of Aldermen and will constitute authorization from the City hold the event.
- c) The issuance of a Special Event Permit grants permission to use the public property proposed to be used in connection with the Special Event (the “licensed premises”). The use of such property shall be solely for the purpose of construction, installing, operating and maintaining the event, and for such other purposes consistent with promoting and conducting the event as the Event Coordinator first authorizes in writing.

d) Promoter, Applicant must obtain written permission from the property owner to hold such Special Event at selected location. A copy of the written permission must be included with the application.

**SECTION 12 - MISCELLANEOUS –**

a) Animals that are approved must be on a leash, within a pen, or under similar control at all times. A Promoter shall maintain responsibility for all animals within the Event area and assumes the liability for any damages that may occur to persons or property from or by any such animal.

b) A holder of a Permit may not and shall have no authority to assign, sell, transfer, pledge, encumber, or otherwise convey a Permit of any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the City, result in the revocation of the Permit. No rights granted by a Permit shall create rights in anyone other than the Permittee.

c) No interest shall be paid on any funds paid to or deposited with the City of Byram in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the City.

d) The City of Byram may hold itself exempt from these guidelines.

e) The City through its officials, employees, agents and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the Special Event for the purpose of inspecting the premises, for observing the performance of obligations hereunder, and for the doing of any act or thing which the City may be obligated to or have the right to do under the Permit or any other applicable City ordinance, rule or regulation.

f) Promoter shall pay all taxes and unemployment insurance for persons employed by the Promoter as may now or hereafter be imposed under any state or federal law, and shall defend and indemnify the City from any such contributions or taxes or liability therefore.

g) The designated Special Event Coordinator or his designee shall have the right, at no cost, to attend and photograph for promotional purposes any Event held in the public spaces of the City.

h) The City of Byram personnel policies prohibit any employee of the City from accepting loans, advances, gifts, gratuities, or any other favors from anyone doing business with the City.

i) Promoter recognizes and acknowledges that other parties may utilize a portion of the City, and Promoter agrees that its activities shall not interfere with other parties' use of the City facilities and amenities.

k) One first aid station shall be located on the property of the special event and manned by at least one state certified emergency medical technician (EMT).

**SECTION 13 - EXCEPTIONS**

The events that do not fall under the criteria of special events in terms of attendance or dates, i.e. events that are regularly scheduled to occur during a month or season such as a Farmer's Market, and are requesting city services, shall be considered as a single event and shall be treated for the purposes of the policy as a single event. Any request for a sponsorship or waiver of fees, deposits, etc. shall be considered in the same manner as any event that is held annually or as a one-time event. Said sponsorship, if approved, shall be considered to apply to the entire event timeframe or season unless specifically differentiated by the Board of Aldermen.

#### **SECTION 14 - APPLICATION PROCEDURES-**

All Special Events held in the City of Byram are required to be conducted and help pursuant to a Special Event Permit issued through the Planning Department.

1. A Promoter desiring to apply for a Permit shall contact the Planning Department to provide requested dates for the Special Event. Subject to the terms of these guidelines, an event returning to the City for a successive year may be given priority consideration for the same time period in which it was held in the previous year(s).
2. A Special Event Application form must be completed and submitted to the Planning Department/Special Event Committee no less than 120 days prior to the proposed event; however, the Promoter is encouraged to submit the application at least 180 days prior to the proposed event to allow for ample planning time. The Special Event Committee may waive the 120-day requirement if the application is complete and can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the Permit. For the expedited process, the City assumes that the Promoter/Applicant has met the majority of the requirements in the application to the best of their ability and knowledge. The Special Event Committee will meet within ten (10) working days of the submission of the application for the special event. The application shall contain the following information (all information is public information subject to the Public Information Act and other applicable laws):
  - a) *Application Information* – Applicant Name, Organization Name, Type of Organization (including a representation that the Applicant and organization are in good standing under the laws of the State of Mississippi and the United States), Address, City, State, Zip Code, E-Mail Address, Web Site Address, Telephone Number, Facsimile Number, Mobile Phone Number, Pager Number, On-site Contact and Mobile Number of On-site Contact.
  - b) *Event Information* – Event Name, Event Date(s) and Time(s), Type of Event, Previous Dates, Previous Attendance, Expected Attendance, Admission Fee (if any), Estimated Budget, Proposed Event Area, Setup Dates, Teardown Dates, Event Sponsors, Event Beneficiaries.
  - c) *Advertising and Promotion* – If applying for City Sponsorship then a listing of type of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc. the City shall be included in all promotional material commensurate to the level of the value that is requested for in-kind services.
  - d) *Event Special Features* – Plans for sound amplification, stage, dance floor, food, and beverage service, open flames, cooking, road closures, tents or canopies (if above the size of 20x20), temporary fencing, restrooms, sinks, dumpsters, trash containers, trash collection, electrical service, rentals, professional parking/valet, carnival/amusement rides/attractions, climate control, pyrotechnics, seating, animals, barricades, bicycles, decorations, golf carts, inflatable devices or structures, security, transportation, signage, sale of tickets, and any other special features planned for in connection with the Event.
  - e) *Insurance* – Evidence of insurance conforming to the requirements set forth in these Guidelines in paragraph 16, including name and contact information for Insurance Agency.
  - f) *References* – List of three organizations Promoter has done or is doing (for new events) business with in connection with the proposed event. This information is required if the event is a new one and/or the Promoter is from out of the surrounding area.
3. Along with the completed application, submit a non-refundable application fee as outlined below plus the required security deposit as outlined in paragraph 9. If the application is not approved, the security deposit shall be refunded to the Applicant. Checks shall be made to the City of Byram. Payment of the application fee and security deposit does not constitute permission to hold the event.

<u>Estimated Attendance</u>	<u>Application Fee</u>
Less than 1,500	\$25
1,501-5,000	\$50
5,001-10,000	\$75
10,001-15,000	\$100
15,001-20,000	\$150
20,001 and over	\$200

**SECTION 15 - REVIEW AND CONSIDERATION OF APPLICATION –**

The Special Event Committee (the Committee) will review each application and make a final recommendation to the Board of Aldermen on an application for a Permit within 30 days after a complete application, including all required fees, has been submitted to the Planning Department. The Committee may determine that clarifications or additional information may be necessary for proper consideration of an application; therefore, additional time may be necessary to make a final recommendation to the Board of Aldermen on the application. To facilitate the process, an applicant shall promptly provide such clarification for additional information.

1. The Committee may recommend approval, approval with conditions, or denial of an application. If the Committee determines at any time after approval that the event is not in compliance with the Permit, the Committee may recommend revocation of the Permit. A majority vote or consensus is required for any recommendation decision of the Committee. The Board of Aldermen makes the final decision on any recommendation by the Committee. The City of Byram does not discriminate on the basis of race, color, creed, national origin, political or religious beliefs, gender, age, sexual preference or disability.

The Committee will consider the following factors when making a recommendation about the acceptance/denial of an application:

- a) Does the application establish that there will be ample opportunity to properly plan and prepare for the Special Event?
  - b) Do the proposed dates and/or location for the Special Event conflict with a current or planned Special Event or activity within the City?
  - c) Does the applicant have previous experience with hosting a Special Event of this nature or scope?
  - d) Has the proposed Special Event been held in the City on a previous occasion?
  - e) Is the Special Event likely to promote tourism by attracting visitors and tourists?
  - f) Is the Special Event likely to have a positive economic impact by generating revenue for Byram hotels, restaurants and other merchants of the City?
  - g) Will police, fire and other City services be unduly burdened or adversely affected by the Special Event?
  - h) Is the Special Event reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance?
  - i) Does the Applicant or Promoter owe any taxes, fines, or other fees to the City?
  - j) Such other factors as the Committee may deem necessary or important in evaluating an application.
3. The Planning Department shall notify a Promoter in writing of the Committee's decision to recommend approval or denial of an event and when the application will go before the Board of Aldermen for final consideration. If the application is recommended for approval, the Promoter shall be notified of any specific requirements determined by the Committee and the time frame for completing such requirements.
  4. Any Permit that confers the privilege to use the City or portion thereof as applied for by the Applicant and approved by the City does not grant any interest or estate in the City or any portion thereof but is a mere personal privilege to do permitted acts of a temporary character within the said portion thereof in

accordance with the Permit, these guidelines, and all applicable laws, rules, standards, policies, and regulations of the City of Byram and any other governmental authority.

#### **SECTION 16 - PAYMENT OF FEES -**

1. All fees payable to the City of Byram in connection with an application and Special Event shall be paid with a check, money order or cash and not later than the time period set forth in these guidelines. Payment shall be made payable to the City of Byram.
2. Security Deposit – The minimum security deposit shall be required at the time the Board of Aldermen approve the Special Event application and determine the need for a security deposit. The security deposit shall be refunded, if at all, in accordance with these guidelines. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of the security deposit and may require additional security for the performance of all of the terms and conditions of a Permit, (including, without limitation, the compliance with all the terms and conditions of these guidelines) in the form of a security (performance) bond or a cashier's check made payable to the City of Byram (“Additional Security Deposit”)

A pre-event and post-event site inspection may be conducted by the applicant and the designated Special Event Coordinator to determine existing conditions. The City may apply all or part of the security deposit and additional security, if any, to any charges dues from Promoter or to cure any default of Promoter under the Permit (including, without limitation, charges related to the clean-up and restoration of the areas used by the Promoter), the City shall refund to Promoter any portion of the security deposit and additional security, if any, not used by the City in accordance with the Permit.

If City services (including, but not limited to, police personnel, fire and emergency medical personnel, parks department personnel, public works personnel and equipment) are to be provided and are not considered to be of a City sponsorship request, the Security Deposit will include an amount established by the Committee in a budget for estimated service costs coordinated by the Committee with other departments. Said budget shall be provided to the Applicant at least 60 days prior to the event. Within 30 days after the event, the City shall furnish to the Promoter or applicant a statement reflecting the actual costs incurred by the City for such services (the “Actual Services Costs”). The Actual Services Costs shall be deducted from the Security deposit and refund the excess amount. If the Security deposit exceeds the actual service costs, the City shall refund the excess amount. If the Security Deposit is not sufficient to pay Actual Service Costs, the difference must be paid by the Promoter or host within 10 days after receipt of notice to pay from the City.

3. Fees – The Promoter shall pay a \$25 fee for electrical connection should temporary poles be required.

Security Deposit Fees – if deemed appropriate by the Board of Aldermen, the Promoter shall pay a 50% deposit for the cost of the estimated city in-kind services necessary for the event. Any additional costs will be determined as the project proceeds and will become the “Additional Security Deposit” referenced in section 9.

#### **SECTION 17 - CANCELLATION AND REVOCATION POLICY-**

1. The City may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, inability to procure materials or supplies, failure of power, dangerous or life-threatening weather, acts of God, war or terrorism or potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reasons of like nature). The City shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason related to public health, welfare or safety.
2. The City may revoke a Permit at any time due to the failure of Promoter to comply with any of the terms and conditions of the Permit or any other rules and regulations of the City. The failure by the City to revoke a Permit or to exercise any right, power, or authority shall not constitute a waiver of terms or conditions of the Permit and shall not affect the rights of the City to enforce against any other or subsequent breach by the Promoter.



3. The revocation of a Permit does not prohibit the City from exercising any and all additional rights and remedies available at law or in equity as a result of Promoter's failure to comply with the terms and conditions of the Permit, or other ordinance, rule or regulation of the City.
4. Promoter shall notify the Planning Department and copy the Board of Aldermen and the Event Committee in writing if he intends to cancel or change the dates of the event. No refunds of any security deposit shall be made if Promoter cancels the event for any reason whatsoever within 90 days of the scheduled date.
5. If the event is cancelled or postponed due to a force majeure event, Promoter may reschedule the event at no charge within ninety (90) days following the original date of the event, subject to availability of the scheduled location.

**SECTION 18 - INSURANCE REQUIREMENTS**

1. The Promoter or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event as well as during setup and teardown periods:

(Those exempt from the noted insurance requirements shall be arts, wares and crafts vendors, food vendors and artisans.)

- 1) Statutory Limits of Workers Compensation Insurance (if applicable)
- 2) Employers Liability \$1,000,000.00
- 3) Commercial General Liability \$1,000,000.00
- 4) General Aggregate \$1,000,000.00
- 5) Product/Completed Operations Aggregate \$1,000,000.00
- 6) Personal and Adv. Injury \$1,000,000.00
- 7) Per Occurrence \$1,000,000.00
- 8) Medical Coverage \$5,000.00 per person
- 9) Fire Liability \$50,000.00
- 10) Liquor Liability Enforcement \$1,000,000.00/per claim
- 11) Comprehensive Automobile Liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles)

The City Attorney shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the Promoter shall immediately increase the limits of such insurance to an amount satisfactory to the City and make other reasonable changes requested. The amount required by the City shall be commensurate with other events of the nature of the subject event.

All such insurance (i) be issued by a carrier that is licensed to do business in the State of Mississippi; (ii) name the City of Byram as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Byram.

Certificates of Insurance shall be delivered to the Planning Department within 30 days prior to the first day of the Special Event. Each such Certificate shall not be cancelled without at least 30 days written notice thereof being given to the City. Certified copies of insurance shall be furnished to the City of Byram upon request

**SECTION 19 – WAIVER DUE TO SPECIAL INSTANCES**

The requirements of this division may be waived by the mayor and board of aldermen in special instances.

## **SECTION 20 – DEFINITIONS -**

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* - Promoter, Planner or host

*Application Fee* – A non-refundable fee charged to Applicant for City services incurred by reviewing the Event Application

*Board of Aldermen* – the legislative body of the City of Byram

*Contractor or Sub-contractor* – the business entity or person that is operating to perform services, work or furnish supplies in the furtherance of the event.

*Demonstration* – public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

*Events Coordinator* – the City official designated by the Board of Aldermen on an ad hoc basis as primarily responsible for managing Special Events or a particular designated event

*Facilities* – with limitation, all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be high quality appropriate to the circumstances.

*Guidelines* – these Event Guidelines

*Identification band* – a band constructed of plastic which can be attached to a person's wrist, but cannot be removed without destroying the band. The identification band shall be used to identify individuals 21 years or age or older for the purpose of purchasing beer or other alcoholic beverages.

*Person* – an individual, firm, partnership, corporation, association, or other legal entity

*Planner* – the person planning a Function, including the Planners employees, agents, sub-contractors, affiliates, successors, permitted assigns, and other persons controlled by the Planner

*Promoter* – the person seeking to hold an Event, including the Promoter's employees, agents, sub-contractors, affiliates, successors, permitted assigns, and other persons controlled by the Promoter.

*Pyrotechnics* – small devices intended for professional use, primarily indoors, and which are similar to consumer fireworks in chemical composition and construction.

*Reimbursable Costs* – all costs and expenses incurred by the City for activities associated with the staging of the Event, including, without limitation, the following:

- Repair, maintenance, and removal of facilities in the events of a failure of the Planner, Promoter or Host
- Repair of streets, alleys, sidewalks, parks, and other public property
- Police protection
- Fire protection
- Emergency medical service
- Garbage disposal and cleanup
- Other direct costs associated with the Event

*Restaurant/Retail Promotional Event* – an event hosted by a restaurant or retail establishment for the purpose of promoting business that, because of its nature or size, requires city services or involves activities that are not approved by the applicable zoning district

*Special Event* – activities conducted within the city limits to which the general public is invited or participates, and shall include, but not limited to, balloon festivals, fairs, circuses, outdoor parties (specifically including those conducted by established and existing business entities, such as crawfish boils or other similar events, and which are expected to attract more than the permitted occupancy of such business entity (or facility) and to require more parking than is provided on-site), musical activities and parades. This term shall not include the normal day to day activities of any business (or facility) in the city.

*Special Event Committee (The Committee)* – a committee consisting of the Building Official, Zoning Administrator, Police Chief, Fire Chief, City Engineer, Public Works Director, City Clerk, Street Superintendent, and other such City staff as deemed necessary and appropriate by The Committee.

*Special Event Permit or Permit* – the City's written authorization to hold a Special Event. The permit may impose terms and conditions, and is subject to the guidelines of the City.

*Sponsorship* – the City of Byram participates with in-kind services at the sole discretion of the Board of Aldermen. Any approved sponsorship shall require that the event include in advertising the City of Byram at the level that corresponds to the level of in-kind services provided to the Promoter/Planner/Person responsible for the coordination of the event.

*City* – City of Byram, Mississippi

**SECTION 21 - FORMS**

<b>SPECIAL EVENT APPLICATION</b>					
<b>APPLICANT INFORMATION</b>					
Applicant Name			Organization Name		
Address		City	State	Zip	
E-Mail Address			Web Site Address		
Telephone Number	Facsimile	Mobile Number		Secondary Number	
Type of Organization		<input type="checkbox"/> Individual <input type="checkbox"/> Charitable <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Other			
		501.3C Tax ID # _____			
On Site Contact			Mobile Number for On-Site Contact		
<b>EVENT INFORMATION</b>					
Event Name			Event Date(s)		Time
Type of Event	<input type="checkbox"/> Carnival <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Festival <input type="checkbox"/> Professional Filming				
	<input type="checkbox"/> Fundraiser <input type="checkbox"/> Parade <input type="checkbox"/> Private Gathering <input type="checkbox"/> Reception				
	<input type="checkbox"/> Run/Walk <input type="checkbox"/> Sports/Recreational <input type="checkbox"/> Other				
Is this a first time event? <input type="checkbox"/> Yes <input type="checkbox"/> No			If No, date of previous event _____ What was the past attendance? _____		
Is this event open to the public? <input type="checkbox"/> Yes <input type="checkbox"/> No		Admission/Entry Fee	Estimated Total Budget		
Proposed Area					
Setup: (first item to be loaded in on site)			Teardown: (last item removed)		
Date:			Date:		
Time:			Time:		
Estimated Attendance			Known Current Sponsor(s):		
Participants	Spectators	Est. # Hotel Rms.	_____		
			Beneficiary(ies):		

**EVENT SPECIAL FEATURES**

Will sound amplification equipment be used? ( ) Yes ( ) No	If Yes, provide the following:
If Yes, provide the following: Sound System ( ) Yes ( ) No Lighting System ( ) Yes ( ) No Stage ( ) Yes ( ) No Dance Floor ( ) Yes ( ) No	Recorded Music ( ) Yes ( ) No Live Music ( ) Yes ( ) No Other _____

Will the event feature food/beverage service ( ) Yes ( ) No	If Yes, provide Current Known Vendor Names and Telephone Numbers
--	--

Open Flames or Cooking ( ) Yes ( ) No <i>Please show location of cooking areas on site plan</i> <i>Vendors cooking with charcoal, wood, or gas must have at least one 2.5 water fire extinguisher nearby.</i>	Type of Fuel ( ) Gas ( ) Electric ( ) Charcoal ( ) Wood
---	--

Does the event propose closing, blocking or using public streets? ( ) Yes ( ) No  <i>If Yes, a road closure plan complete with barricades and signage shall be submitted</i>	Streets Closing Day/Time Opening Day/Time _____ _____
--	---

Tents or Canopies ( ) Yes ( ) No <i>Applicable if larger than 20'x15'</i>	If Yes, provide the following: Company: _____
--	--

Approximate Number of Tents/Size(s)	_____ _____ _____
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Temporary Perimeter Fencing ( ) Yes ( ) No <i>Indicate fence locations on site plan</i>	If Yes, provide the following: Company _____ Provide approximate dimensions of fenced area _____
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Restrooms ( ) Yes ( ) No #Portables # ADA Portables # Restroom trailers	Company _____
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Trash Collection ( ) Yes ( ) No Dumpsters ( ) Yes ( ) No Quantity Size	Company _____
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If no dumpsters, please provide details for trash collection: _____
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**EVENT SPECIAL FEATURES (CONTINUED)**

<b>Electrical Services</b> <i>*Event must use a licensed electrician</i>	( ) Yes ( ) No	Requirements:
	Supplemental Equipment (check all that apply)	( ) Generator(s) # _____ ( ) Light Tower(s) # _____
<b>Professional Parking/Valet</b>	( ) Yes ( ) No	If Yes, provide Company:
Number of Parking Personnel	Hours	# of Cars
<b>Carnival/Amusement Rides and Attractions</b>	( ) Yes ( ) No	If Yes, provide Company:
	Contact Name	Phone
<b>Climate Control</b>	( ) Yes ( ) No	If Yes, provide Company:
	Type (check all that apply)	( ) Fan (pedestal, box, etc) ( ) Misting Air ( ) Air-Conditioning ( ) Heater(s)
<b>Pyrotechnics/Laser/Special Effects</b>	( ) Yes ( ) No Show Budget \$ _____	If Yes, provide Company:
Day/Time of Show	Length of Show (in minutes)	Products Used
<p>Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.</p> <p>( ) a. Animals ( ) b. Barricades ( ) c. Bicycles ( ) d. Bleachers ( ) e. Booths – Vendors handing out items                  ( ) f. Booths – Vendors Selling ( ) g. Decorator/scenery ( ) h. Drawing or raffle ( ) i. First Aid Station ( ) j. Golf Carts                  ( ) k. Inflatable's ( ) l. Road Closure ( ) m. Security ( ) n. Shuttle bus/tram ( ) o. Signs/banners ( ) p. Ticket agent                  ( ) q. Video Production/Photography ( ) r. Other _____</p>		
Explanation of items checked above (list letter for reference):		

**INSURANCE INFORMATION** (Proof of insurance required within 30 days of event)

Name of Insurance Agency		
Name of Insurance Agent		
Address		
City	State	Zip
Phone	Fax	Policy#

**REFERENCES** (For first time event or out of town applicants or as required)

Contact Name _____ Company _____ Telephone # _____ Relationship _____	Contact Name _____ Company _____ Telephone # _____ Relationship _____
Contact Name _____ Company _____ Telephone # _____ Relationship _____	Contact Name _____ Company _____ Telephone # _____ Relationship _____

*Lack of Reference is not Grounds for Denial of Application*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Application received by \_\_\_\_\_ Date \_\_\_\_\_

**Submission of this form does not guarantee approval of the event**

Promoter/Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter/Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

Checklist

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Byram)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

**SPECIAL EVENT SPONSORSHIP APPLICATION  
CITY OF BYRAM**

Applicant Information			
This sponsorship request will be attached to and become part of the Event Application			
Applicant Name		Organization Name	
Address	City	Zip	State
E-mail Address		Web Site Address	
Telephone Number	Facsimile	Mobile Number	
Type of Organization <input type="checkbox"/> Charitable <input type="checkbox"/> Non-profit organization (501.C3 Tax ID # _____) <input type="checkbox"/> Other			

**Event Information**

Event Name	Event Date(s)	Event Time
Event estimated needs and justification for City in-kind services: In-kind services request:		Other sources of event funding:

**Advertising and Promotion**

What types of advertising/promotion will be done prior to the event?

- |                |                              |                             |
|----------------|------------------------------|-----------------------------|
| Radio          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Television     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Print Ads      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Press Release  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fliers/Posters | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Direct Mail    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Billboards     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
- Explain

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This request acknowledges that if the City of Byram through the Board of Aldermen decides to sponsor your event through in-kind services, then the value of the sponsorship calculated will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



STATE OF MISSISSIPPI  
COUNTY OF HINDS

ATTACHMENT TO SPECIAL EVENT APPLICATION  
AGREEMENT TO INDEMNIFY

As a condition precedent to holding and conducting the event, which is the subject of this application, and as consideration for same, and in accordance with the provisions of the application and the City of Byram:

\_\_\_\_\_ (*name of applicant*) (The "Indemnitor") agrees to and shall indemnify, hold harmless, and defend at its sole cost and expense the City of Byram, Mississippi (The "City"), its officials, officers, employees, agents (in both their official and private capacities) (Each an "Indemnitee") from and against any and all claims, suites, actions, judgments, liabilities, penalties, fines, expenses, fees, costs (including attorney's fees and other costs of defense), and damages (together, "damages") arising out of or in connection with (A) the Indemnitor's performance of the event, (B) the use of any portion or property of the city, by the Indemnitor or by any owner, officer, partner, shareholder, member, employee, agent, representative, contractor, sub-contractor, licensee, customer, guest, invitee, or concessionaire of the Indemnitor, or any person acting by or under the authority or with the permission of the Indemnitor, or any other person under the express or implied invitation of the Indemnitor, or any other person or entity for whom the Indemnitor may be liable (together, "the Indemnitor parties"), or any of them, (C) the conduct of the Indemnitor's business or anything else done or permitted by the Indemnitor (or any of the Indemnitor parties) to be done in or about any portion of property of the city, (d) any breach or default in the performance of the Indemnitor's obligation in connection with the event, and (E) without limiting any of the foregoing, any act or omission of the Indemnitor or any of the Indemnitor parties under, related to, or in connection with, the event, which is the subject of this application, including damages caused in whole or in part by an Indemnitee's own negligence.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

This indemnity provision is solely for the benefit of the City, its officials, officers, employees, and agents and is not intended to create or grant any rights, contractual or otherwise to any other person or entity.

This indemnity agreement survives the termination or expiration of the event, which is the subject of this application, and the termination or expiration of any contract between the Indemnitor and the City.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute the Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other acts extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Hinds County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

ATTEST:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

The above and foregoing Ordinance was introduced by Alderman WHITE who moved its adoption. Alderman DOUGLAS seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Kent Alday	<u>AYE</u>
Alderman Amy Douglas	<u>AYE</u>
Alderman D. L. Ford	<u>AYE</u>
Alderman Theresa Marble	<u>AYE</u>
Alderman Richard White	<u>AYE</u>
Mayor Nick Tremonte	_____

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted.

The foregoing ordinance was approved this the 8 day of SEPTEMBER, 2011.

CITY OF BYRAM

BY:   
Nick Tremonte, Mayor

ATTEST:   
Angela Richburg, City Clerk