

Noise Permit Application

City Clerk's Office
520 3rd Street, Suite 230
Brookings, SD 57006
(605) 692-6281 phone; (605) 692-6907 fax
bfoster@cityofbrookings.org



Date(s): _____

Event: _____

Location / Address: _____
Only allowed in the Business B-1 Central District and Lots 8-14, Block 5 Original Plat Addition, Block 3, Henry's Addition and Lot 101, Block 1, First Addition (see attached map)

Time Event Starts: _____ Time Event Ends: _____

Individual / Group or Organization: _____

Location / Address: _____

City State ZIP Code

Local Phone: () _____

Contact Numbers During Event *(minimum of two).*

Responsible party **must be** able to be reached at the phone numbers listed below **prior** to the event, and on the premises and available **during** the event at one of the phone numbers listed.

1) _____
Name Primary Phone Number Secondary Phone Number

2) _____
Name Primary Phone Number Secondary Phone Number

3) _____
Name Primary Phone Number Secondary Phone Number

Description of activity to be carried on under this permit: _____

REQUIRED: Map of the event grounds must be provided with application.

Estimated attendance: _____

Sound Source (i.e. Music, Public address, construction work, etc.) _____

Is sound to be amplified? No _____ Yes _____

Plans taken to abate and control the noise: _____

Applicant has notified adjacent property owners (i.e. businesses, neighbors)? No _____ Yes _____
(Notification is required prior to City approval.)

Is a street or alley closure needed? No _____ Yes _____
If yes, please complete the Street or Alley Closure Permit for Events application, available at the City Clerk's Office.

Applicant is required to sign a "Release, Hold Harmless and Indemnification Agreement." An insurance certificate showing evidence of liability coverage may be required if minors will be attending, if street will be closed, or as determined by the City Manager.

BY APPROVAL OF THIS PERMIT, THE CITY OF BROOKINGS ASSUMES NO LIABILITY FOR ANY DAMAGES OR INJURIES SUFFERED BY PARTICIPANTS IN THE ACTIVITY DESCRIBED ABOVE.

I have read and fully understand the attached rules and regulations applying to the approval of this permit.

Applicant's signature: _____
Date _____

To be processed by City Hall

Police Dept. _____
Date

Fire Dept. _____
Date

Street Dept. _____
Date

Risk Management _____
Date

City Clerk _____
Date

City Manager _____
Date

Other Restrictions imposed by the City: _____

Send Original to Applicant _____

Filed with City Clerk _____

Emailed Signed copies to: Fire _____ Police _____ Street _____ Human Resources _____

BY APPROVAL OF THIS PERMIT, THE CITY OF BROOKINGS ASSUMES NO LIABILITY FOR ANY DAMAGES OR INJURIES SUFFERED BY PARTICIPANTS IN THE ACTIVITY DESCRIBED ABOVE.

Release, Hold Harmless and Indemnification Agreement

City of Brookings, South Dakota

I, _____ agree to release, hold harmless and indemnify
(User of City building or facilities (the "Premises"))

the City of Brookings and its officers, officials, employees, agents and volunteers, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the (i) the conduct or use of the Premises by the undersigned or the undersigned's organization or group, (ii) any act, omission, or negligence of the undersigned or the undersigned's organization or group, or the partners, directors, officers, agents, employees and other users and invitees of the undersigned or the undersigned's organization or group, and (iii) any accident, injury or damage whatsoever occurring in or at the Premises while the undersigned or the undersigned's organization or group is using the facilities.

In addition, _____ agrees to hold the City of Brookings
(User of City building or facilities (the "Premises"))

and its officers, officials, employees, agents and volunteers harmless from any and all claims arising out of or resulting from the furnishing of alcohol within the premises. The undersigned acknowledges that the undersigned's organization is the "host" of the event located upon the premises; in complete control of the details of the event, and agrees to follow all laws with respect to service of alcohol at said event and that in no event shall the City of Brookings and its officers, officials, employees, agents and volunteers be liable to any of the undersigned's guests, or to third-parties not attending the event arising out of the service of alcohol by the undersigned's organization upon the premises. Such waiver shall apply, without limitation, to any and all claims for common law negligence as well as any and all claims brought under any other law or theory of recovery. Accordingly, the undersigned and the undersigned's organization releases and agrees to indemnify the city and its officers, officials, employees, agents, and volunteers from any and all claims and liability.

The undersigned shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be

no less than two times the occurrence limit. Such insurance shall add the City of Brookings and its officers, officials, employees, agents and volunteers as additional insureds.

The undersigned shall also maintain business automobile liability insurance with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

If alcoholic beverages are consumed or sold, the undersigned's organization shall procure and maintain for the duration of the agreement Liquor Liability Insurance in the amount of \$1,000,000.00 each occurrence. The City shall be named as an additional insured on the Liquor Liability Insurance policy. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on the Premises, with the prior written approval of the City.

Dated this ____ day of _____, 20__.

Witness

By: _____

Its: _____