

**Luzerne County Flood Protection Authority
Special Events Procedure
For
Use of Authority Property**

I. Step 1

The event organizer must submit a formal request in writing, signed by the president of the entity, or other authorized person having authority to make such request on behalf of the entity. The written request shall be either mailed, or issued electronically, to the Authority and shall not be postmarked less than 30 calendar days from the date of the actual event or use of Authority property. The written request shall include a completed application that is attached to this procedure as “Exhibit A”.

II. Step 2

The Authority will notify the requesting entity of the tentative approval or denial to use Authority property for the event. The Authority reserves the right to approve or deny any event request for any reason, without giving an explanation for the decision. In addition, the Authority reserves the right to rescind approval of any event request at any time and for any reason, without giving an explanation for the decision. If tentative approval is granted, the requesting entity can proceed to step 3.

III. Step 3

The Authority must be in receipt of the following documents, at least 48 hours before the event begins setup:

- An original signature copy (in triplicate) of the Authority’s Indemnification and Hold Harmless Agreement. This agreement must be signed by the president of requesting entity or his/her duly authorized representative. The requesting entity name indicated on this agreement must match exactly to the name indicated on the insurance policy. A copy of the official Indemnification and Hold Harmless Agreement is indicated in attachment “Exhibit B”.

- A copy of the valid insurance policy that covers the event. Types and coverage amounts shall be at least equal to the minimum required by the Authority as indicated in the attachment “Exhibit C”. The policy must be in the name of the requesting entity and must also cover all subcontractors for the event. The policy shall indicate the Luzerne County Flood Protection Authority and the County of Luzerne as additional insured. The policy must be issued from an authorized insurer and in compliance with all federal, state and local laws. The policy must begin before the commencement of the event’s setup and must not expire or be allowed to terminate prior to the complete takedown and removal of the event. .
- Attached as “Exhibit D” is a template ACORD Certificate Of Insurance. The submitted insurance policy must be presented in this form or other similar form that is acceptable to the Authority.

IV. Step 4

The requesting entity shall completely remove all event equipment and debris from Authority property within 24 hours of the established event termination. All trash must be properly disposed of by the requesting entity. A closeout report of all incidents/accidents/damage for the event shall be submitted to the Authority within 48 hours of the established termination of the event.

Under no circumstances will marking of Authority property be allowed in support of the event. The past practice by event directors of using spray paint or other permanent markings to provide direction to the participants will not be tolerated. Only traffic cones or other similar, temporary and removable, objects may be used. The Authority will regard any failure by the requesting entity to follow this requirement as an act of vandalism and will take the appropriate actions to resolve the situation.

Any questions on the Authority’s Special Events Procedure may be directed to the following individual:

Deana Prochaska, LCFPA Administrative Assistant
Phone: (570) 714-4310 Ext. 2
Fax: (570) 714-4313
E-Mail: DProchaska@lcfpa.org

Exhibit A
Application For Use
of
Luzerne County Flood Protection Authority
Property

Applicants must complete the following and submit this application to the Luzerne County Flood Protection Authority, P.O. Box 1909, Kingston, PA 18704. Applications also may also be submitted electronically to the Authority's Administrative Assistant, Deana Prochaska, at Dprochaska@lcfpa.org . This application must be accompanied by an original signature letter of request, on entity letterhead, signed by the president of the entity or his/her authorized representative.

Organization Name: _____

Legal Description of the Organization: _____
Agency, 501c(3), Individual, etc.

Organization Address (No P.O. Boxes): _____

Event Coordinator: _____

Daytime Phone: _____

After Hours Phone: _____

Fax: _____

Email Address: _____

Emergency Contact(s): _____

Description of Event (Use additional pages if necessary):

Date and Time of Event Setup: _____

Date and Time of Event Termination: _____

Property Locations Requested
for Use: _____

Number of Attendees: _____

Indicate all equipment/material to be used for the event:

Type of food and/or beverages to be distributed at the event:

Indicate all
subcontractors: _____

Indicate what provisions will be requested to meet the needs of disabled individuals:

Exhibit B
Indemnity and Hold Harmless Agreement

The undersigned _____
Hereinafter "Indemnitor" does hereby grant to the Luzerne County Flood Protection Authority, hereinafter called the "Authority", on the _____ day of _____, _____, the following:

WHEREAS, Indemnitor agrees to Indemnify and hold harmless the Authority, its agents, servants and employees from any claims and liability which may be made against the Authority.

NOW THEREFORE, in consideration of the Authority permitting the Indemnitor to hold the _____ on the _____, the Indemnitor hereby agrees:

- Indemnitor undertakes to indemnify the Authority from any and all liability, loss or damage the Authority may suffer as a result of the claims, demands, costs, or judgments against and arising from the activities of the Indemnitor.
- Indemnitor agrees to defend, at its own expense against any claims brought or actions filed against the Authority, its officers, agents and employees with respect to the subject of the indemnity contained herein whether such claims or actions are rightfully or wrongfully brought or filed.
- Indemnitor agrees to reimburse the Authority for any necessary expenses, attorney fees or costs incurred in the enforcement of this Indemnity Agreement.

Authority (Name)

Indemnitor (Name)

STATE OF PENNSYLVANIA
COUNTY OF LUZERNE

I, _____ Notary Public in and for said County in said State, hereby certify that _____ whose Name(s) is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this Agreement, has/have executed the same on the day the same bears date. Given under my hand and official seal on this the _____ day of _____, _____.

Notary Public
Exhibit C

Luzerne County Flood Protection Authority Insurance Requirements

All applicants shall be responsible for furnishing and maintaining insurance for areas of the Wyoming Valley Flood Risk Mitigation System, including parking areas, accesses and other areas as applicable, in accordance with the specifications indicated as follows:

Comprehensive General Liability:

- Combined Single Limit for Bodily Injury Property Damage
 - o Each Occurrence \$1,000,000
 - o Personal & Advertising Injury \$1,000,000
 - o Damage to Rented Properties \$1,000,000
 - o General Aggregate \$2,000,000
 - o Products & Completed Operations Aggregate \$2,000,000

Automobile Liability Including Hired Car and Non-owned Automobile Liability:

- Combined Single Limit for Bodily Injury Property Damage
 - o Each Occurrence \$1,000,000

Workers Compensation:

- Statutory Benefits as mandated by Pennsylvania State Law
- Employers Liability Limits at \$500,000 each accident / \$500,000 per policy limit / \$500,000 per disease

Umbrella:

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

The above insurance shall be provided at no cost to the Luzerne County Flood Protection Authority. The Luzerne County Flood Protection Authority shall be listed on all “**liability**” insurance policies listed above as an “**Additional Insured**” cancelable only on thirty (30) days prior written notice.