*City of Annapolis*
**Office of the Mayor**
Special Projects Coordinator
160 Duke of Gloucester Street
Annapolis, MD 21401-2517

* approved for road closure Wednesdays & Sundays 5-10pm *

| FOR CITY USE ONLY | |
|---|---|
| FORM # | RZ-005-20 |
| EVENT DATE | asap → |
| SUBMITTED | 6/9/20 |
| STATUS | approved 6/11/20 |

7/8/20 AL Nolan

SpecialEvents@annapolis.gov • 410-263-7996 • Fax 410-216-9284 • TDD use MD Relay or 711 • www.annapolis.gov

# Special Events Application and Agreement

***(ONLY for Recovery/Reopening Districts during the City State of Emergency for COVID-19)***

This Special Events Application and Agreement (collectively, "Application") shall be submitted by the applicant ("Applicant") to the City of Annapolis ("City") Special Events Coordinator only for any recovery/reopening zones during the COVID-19 state of emergency proposed to be held in the City ("Special Event"), as further described and authority by Executive Order # ___ by the Mayor of the City of Annapolis, to determine whether the Special Event is in compliance with all applicable laws and regulations and is not detrimental to the public health, safety and welfare of the City, and to issue a Special Events Permit if the Special Event is approved by the City.

EVENT INFORMATION. Fill in the following information for the Event:

1. Which Recovery Zones is this application for?

Downtown: Top of Main Street---------- ☐

Downtown: Market Square---------- ☐

Downtown: Lower Dock Street---------- ☐

Downtown: Maryland Avenue---------- ☑

Eastport: Fourth Street---------- ☐

Inner West Street: First block of West Street---------- ☐

West Annapolis: Annapolis Street---------- ☐

SOFO: Shopping Center---------- ☐

Other area: _____ ☐

* Galway Bay is approved for seven days in front of their business *

Applicant shall attach a map or other drawing reflecting all locations, routes, and participating establishments/businesses in sufficient detail included the number of parking spots impacted.

2. Applicant's Legal Name MASCMA
3. Event Organizer Name (if different than applicant) ANTHONY CLARKE

If an entity, Applicant is organized in the State of: _____

If an entity, is Applicant in good standing in the State of Maryland? (Yes) No

Address _____

4. Contact Name ANTHONY CLARKE Phone Number 443 822 1606
5. E-mail antonyclarke@aol.com Phone during Special Event // //
6. Date(s) Start Date: June 8th 2020 — End Date: Close of the State of Emergency

7. Start Time TBD End Time TBD

8. Set-up Time TBD Breakdown TBD

9. Is Special Event in the Historic District? (Yes) No Special Event will be in Ward # _____

10. ATTENDEES. Anticipated Number of Special Event Attendees: _____

11. PARTICIPANTS: List all participating establishments/business, including each one's type and class of alcoholic beverage license with the City.

ADDITIONAL EVENT DETAILS

List of Participants, individual applications and certificates of insurance have been attached to this application

**SPECIAL EVENT DETAILS.** In response to Paragraphs 11 through 23, set forth all required plans for each question answered "yes". For all items with a * symbol, include plans, diagrams and/or maps with Application. For items with a ^ symbol, the Applicant may be required to submit an additional application(s) to the Clerk of the Alcoholic Beverages Control Board for approval of sales, service and/or consumption of alcoholic beverages.

11. Are you selling:
    - Dry Goods/Merchandise ✓Yes _No
    - Food ✓Yes _No
    - Non-Alcoholic Beverages ✓Yes _No
    - Alcoholic Beverages^ ✓Yes _No
12. Are you serving or consuming:
    - Food ✓Yes _No
    - Non-Alcoholic Beverages ✓Yes _No
    - Alcoholic Beverages^ ✓Yes _No
13. Will Special Event require docking or mooring? _Yes ✓No
14. Will Special Event require electricity? _Yes ✓No
15. Will Special Event have amplified music? ✓Yes _No
    Type, duration: Live musician (solo) near Galveston Bay 6-9
16. Will Special Event require water service? _Yes ✓No
17. Will Special Event require a temporary structure? * _Yes ✓No
18. Will Special Event involve cooking? _Yes ✓No
19. Will Special Event have fireworks? _Yes ✓No
20. Will Special Event require street or sidewalk closure? * ✓Yes _No
21. Will Special Event affect access or parking for regular religious services? _Yes ✓No

22. Set forth and attach a plan to notify area residents. *

23. Provide detailed plans for the following:

- Parking and Transportation, including the need for any City-designation of "Resident Parking Only" spaces/blocks as determined in the Special Events Coordinator's discretion. *
- Security/Special Event management. *
- Toilet facilities. *
- Trash and Recycling collection and disposal, including all necessary signs, and provision for an equal number of trash and recycling receptacles, placed together, available throughout the entire Special Event, and the collection and removal of the same recyclable materials collected by City curbside recycling. *

24. **INSURANCE/DAMAGES**. Unless waived in writing pursuant to Section 14.18.150 of the City Code, as may be amended, this Application shall not be approved and the Special Event shall not be conducted unless and until the Applicant produces written proof of a current insurance policy or rider establishing that the Applicant is currently insured, in the amounts specified in this Paragraph 24 or such other amounts as specified by the City in writing and in a form acceptable to the City, against liability for injuries and damages to persons and property arising from the acts or omissions of the Applicant, and its agents, employees, volunteers, and contractors, that occur in the planning and/or operation of the Special Event. The City and its elected officials, department directors, and other employees and agents shall be named as additional insureds under the policy or rider. This policy or rider shall be submitted to the City's Special Events Coordinator no later than fifteen (15) calendar days prior to the Special Event. The Applicant shall provide insurance coverage that shall be maintained in full force and effect throughout the duration of the Special Event, as follows: Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of the Special Event, but no less than $1,000,000.00 per person and $2,000,000.00 per occurrence in the aggregate, using a Combined Single Limit for bodily injury and property damage; Automobile Liability for the use of all vehicles owned and non-owned, operated or hired or rented by the Applicant for the Special Event with a minimum limit of $1,000,000.00 per person and $2,000,000.00 per occurrence in the aggregate, using a Combined Single Limit for bodily injury and property damage; and Workers Compensation insurance as required by Maryland law, with limits of at least $100,000.00 per accident and $500,000.00 per occupational disease for each employee of the Applicant. For a Special Event using City navigable waters, proof of sufficient insurance coverage for all participating vessels may be required as determined in the sole discretion of the City Harbormaster. **Failure to maintain insurance pursuant to this Paragraph, or any absence of insurance as permitted by Section 14.18.150 of the City Code, as may be amended, shall not release or relieve the Applicant and/or any participant from responsibility for injuries or damages to persons or property that arise from the use of, access to, and/or lease of City property pursuant to the approval of this Application and the planning and operation of the Special Event.** If the Special Event shall result in damages to, or loss of, City property, in addition to any insurance and/or indemnification, the Applicant shall be responsible for the full cost of repair and/or replacement of that City property within thirty (30) calendar days of invoicing.

25. **INDEMNIFICATION**. Regardless of any insurance which may be provided as part of this Application, and pursuant to Section 14.18.130 of the City Code, as may be amended, to the extent permitted by law, the Applicant, for itself and its agents, employees, volunteers, and contractors, shall indemnify, defend and hold harmless the City and its elected officials, department directors, and other employees and agents from all liability for any and all injuries or damages to persons or property that arise from the use of, access to, and/or lease of City property pursuant to the approval of this Application and the planning and operation of the Special Event, and for any attorneys' fees and all other costs incurred in addressing and defending any and all claims, demands, complaints, and lawsuits that seek to impose liability on the City or its elected officials, department directors, and/or other employees and agents in connection therewith.

26. **DELINQUENT OBLIGATIONS**. This Application shall not be approved and the Special Event shall not be conducted if the Applicant is delinquent on any City obligation, tax, payment, or other liability.

27. **SUBMISSION PROCESS**. This Application may either be completed electronically and e-mailed to the Special Events Coordinator at SpecialEvents@annapolis.gov or completed as a paper submission and delivered or mailed to the Office of the Mayor, Attn: Special Events Coordinator, 160 Duke of Gloucester Street, Annapolis, MD 21401. The Special Events Coordinator shall review, and exempt, approve, approve with conditions, and/or deny this Application in

accordance with Chapter 14.18 of the City Code, as may be amended. Any Applicant aggrieved by a denial may appeal the decision in accordance with Section 14.18.090 of the City Code, as may be amended.

28. **NOTIFICATION OF SPECIAL EVENT**. The Applicant shall be responsible for providing notification of the Special Event in accordance with Section 14.18.120 of the City Code, as may be amended.
29. **CITY COUNCIL**. This Application may be subject to review and approval by the City Council.
30. **PERMITS/LEASES**. Any Special Events Permit or lease approved pursuant to this Application for the Special Event, and any additional permits or licenses required for the Special Event by the City and any other governmental entity, shall be posted on site at all times during the Special Event at a location which is clearly visible to the general public. Failure to do so may, in the sole discretion of the City, result in suspension or revocation of any permit approval or lease for the Special Event, approval of this Application, and/or the Special Event at any time before or during the Special Event. The issuance of any Special Events Permit or lease approved pursuant to this Application for the Special Event shall not relieve the Applicant from the obligation to obtain any other applicable necessary permits or licenses, as may be required for the Special Event by the City and any other governmental entity.
31. **DOCUMENTARY PROOF**. The City reserves the right to require the Applicant to produce documentary proof of any matter relating to this Application and/or the Special Event at any time and in any form, and the Applicant shall submit such requested documentary proof within five (5) calendar days of such request.
32. **SUSPENSION/REVOCATION**. The City may suspend or revoke approval of this Application and/or suspend or cancel the Special Event in accordance with Section 14.18.080 of the City Code, as may be amended. Upon notice of suspension or revocation by the City, pursuant to this Paragraph 32, whether verbally or in writing, the Applicant shall immediately cease and desist all work, activities, actions or proceedings related to this Application or the Special Event, or shall not commence if the Special Event is not already commenced. The City shall have the right, in addition to any other available rights or remedies, to proceed at any time or from time to time to protect and enforce all rights and remedies available to the City, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Application, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Any Applicant aggrieved by a suspension or revocation may appeal the decision in accordance with Section 14.18.090 of the City Code, as may be amended. Any violation of Chapter 14.18 of the City Code, as may be amended, shall be subject to fines as established by resolution of the City Council.
33. **ACKNOWLEDGMENT, REPRESENTATIONS, WARRANTIES.** The Applicant acknowledges that the Applicant has read, understands and unconditionally accepts all terms and conditions stated in this Application. If the Applicant is an entity, the Applicant certifies that (a) it is currently licensed or registered to do business in the State of Maryland, (b) that it is in good standing with the State of Maryland, (c) that the individual signing below is legally authorized by the Applicant to sign this Application on its behalf and to legally bind it thereby, (d) that such signature represents the Applicant's acceptance of the terms and conditions of a Special Events Permit which the City issues pursuant to this Application, and (e) that the Applicant guarantees all liabilities and obligations imposed on it pursuant to the approval of this Application and the City's issuance of a Special Events Permit and a lease to City property, as applicable. If the Applicant is an individual, he/she certifies that his/her signature represents his/her acceptance of the terms and conditions of a Special Events Permit which the City issues pursuant to this Application, and that he/she individually and personally guarantees all liabilities and obligations imposed on him/her pursuant to the approval of this Application and the City's issuance of a Special Events Permit and a lease to City property, as applicable.
34. **LEGALLY BINDING**. This Application shall be legally binding and enforceable on the signatories.
35. **GOVERNING LAW.** This Application and its interpretation shall be governed by Maryland law. The venue for all actions pursuant to this Application shall be the Courts of Anne Arundel County, Maryland.
36. **AUTOMATIC TERMINATION. This Application and the Special Events Permit issued in accordance with it shall be immediately terminated upon the expiration or earlier termination of the City State of Emergency for COVID-19.**

37. I/We have read the terms and conditions that are incorporated into this application (pages 3-5) and agree to be bound thereby.

Signature of Applicant (Individual) _____ Date 6/7/20

Name ANTHONY CLARKE

Signature of Applicant's Legally Authorized Representative (Entity) _____ Date _____

By Name _____ Title _____

FOR CITY USE ONLY

Reviewed by appropriate Department representative.

| | | | |
|---|---|---|---|
| City Clerk | | PIO | |
| P&Z | | Public Works | |
| Finance | | Recreation & Parks | |
| Fire | | Transportation | |
| Harbormaster | | Other City/Council | |
| OEM | | DGS/Parking | |
| Office of Law | | Health Department | |
| Police | | | |

**Special Event Application is hereby:**

Referred to Office of Law for legislation for City Council ☒ Approved Disapproved

Approved with the following modifications:

approved to start ASAP

* approved for wednesdays & Sundays 5-10pm w/road closure and daily at Galway Bay *

7/8/20

Signature of Special Events Coordinator on behalf of the Mayor's Office _____ Date 6/11/20