



**City of Barnwell**

**General Special Event  
Permit**

**For Office Use Only**  
**Permit Application**

- Approve
- Disapproved
- Charges required in the amount of

\_\_\_\_\_  
City Administrator's Initial's

**EVENT PERMIT FORM APPLICATION**

It is not allowed for any person to hold, manage, conduct, aid, participate in, form, start or carry on any parade, public meeting or assembly, in or upon any public street, park or other public grounds in the city unless and until a permit to conduct such meeting, assembly, parade has been obtained. A special event application is also required for events held on private property within the city that may expect a large crowd (potentially 75 or more in attendance), impact on the neighborhood and/ or city services, or require other permits such as zoning, signage, etc. Charges may apply to each application. The City of Barnwell at its discretion, may choose to waive any fees and charges for special events held by Bonafide, non-profit organizations, 501(c)(3) (Charitable organization must be in good standing with the Secretary of State).

APPLICATION FOR PERMIT MUST BE FILED NOT LESS THAN 30-45\* DAYS IN ADVANCE OF THE PROPOSED ACTIVITY. (If streets are to be closed, 45 days, if no streets to be closed, 30 days)

Name of the event: \_\_\_\_\_

Name of the permit holder: \_\_\_\_\_

Address of the permit holder: \_\_\_\_\_

Telephone number of the permit holder: \_\_\_\_\_

Email Address of the permit holder: \_\_\_\_\_

Are you conducting the activity on behalf of an organization?  Yes  No

Is your organization a nonprofit 501 (c) (3) organization?  Yes  No

Name of organization: \_\_\_\_\_

Address of organization: \_\_\_\_\_



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Telephone number of organization: \_\_\_\_\_

What is the purpose of the activity? \_\_\_\_\_

What are the proposed dates for the activity? \_\_\_\_\_

What are the proposed times of the activity? \_\_\_\_\_ \* see exceptions

What are the plans for the event? (Maps of areas should be detailed.)

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What is the location or route of the activity? (Attach any necessary route maps. Parade route must be attached)

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List any streets which may need to be closed, including specific dates and times of closing and re-opening:

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What is the estimated number of participants?\* \_\_\_\_\_

What is the estimated number of vendors? \_\_\_\_\_

\*The City retains the right to shut down an event where the actual number of participants exceeds the expected number of participants by over 50% and requires further observation and containment from the police department.

**BUSINESS LICENSE REQUIREMENTS:** ANY vendors at this event who do not have a 501 (c) (3) nonprofit status are required to purchase a business license.

### **City of Barnwell Business License:**

Per section 8-31 of the City of Barnwell Code of Ordinances all participating businesses, vendors, musical acts etc. must obtain a City of Barnwell Business License prior to participating in special events. A special event business license may be obtained no more than two (2) times per calendar year at a rate of \$10 for in-town businesses and \$20 for out-of-town businesses. Vendors that plan to participate in two or more events per year must apply for a regular business license.

The event organizer will be responsible for collecting event licenses for vendors that will only be coming to 1-2 events during the year and will include the Business License fee in the vendor packet and obtain a business license on behalf of the vendor. Again, if the vendor plans to sell at more than 2 events during the year, they must procure the license themselves no later than five (5) business days prior to the first event.

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### Hospitality Taxes:

The City of Barnwell does require hospitality taxes to be collected and paid by food vendors that sell prepared foods within the city limits of Barnwell. Even if the vendor receives a business license that is only for one event (through the event organizer), they are still responsible for collecting and turning in hospitality taxes to the city of Barnwell within two (2) weeks of the conclusion of the event. **A list of all food vendors that participated is required to be given to the city at the end of the event.** The event organizer will be provided a form to be given to the food vendor to send into the city. (See form attached)

Will there be any vehicles, watercraft, equipment, or animals used for this event?

Yes  No If yes, please explain:

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Are you requesting any road blockades? (Charges may apply)  Yes  No

If yes, attach a clear road map showing the locations of any road blockades.

Are you requesting any police assistance? (Charges may apply)  Yes  No

**For events that are non-city functions, the police chief may require the applicant to hire additional security for the event, which must come from other sources, as our police force is not always equipped to allow additional police protection.**

Are you requesting to set up tents or temporary structures?  Yes  No

If yes, please attach a drawing showing the locations and sizes of all auxiliary structures.

Are you requesting any fire/ medical standby assistance? (Charges may apply)  Yes  No

A First-Aid/Medical Services Plan is required to be attached to the application.

Will supplementary utility services such as water and/ or power be used in addition to what is available in the area?  Yes  No

If yes, describe in detail the specific utilities and location. Any additional utilities must be provided by the applicant. \_\_\_\_\_

Have you requested or obtained a permit from any other jurisdiction (city or county) within which the activity shall commence, terminate, or occur in part?  Yes  No

How do you plan to remove garbage? Will you need additional City Roll Carts?  Yes  No

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Will existing restroom facilities be adequate?  Yes  No



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If not, describe plans to augment available sanitary facilities:

\_\_\_\_\_

\*Time of Activities (Exceptions) – City Council grants the authority to the Police Chief/Administration of the City to determine the eligible time for the hours of events, especially during evening hours. Requirements for additional police or personnel and availability will determine later hours of operation.

Please include any additional information that may be useful:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does any of the following apply to the proposed activity:  Fireworks Display  Live Band  Band  Loudspeakers  Other: \_\_\_\_\_

**Explain**

\_\_\_\_\_  
\_\_\_\_\_

**PROPERTY OWNER PERMISSION LETTER**

I (we), being the property owner of \_\_\_\_\_ (address), give permission for \_\_\_\_\_ to hold a special event on my/our property.

\_\_\_\_\_

Date

Signature

\_\_\_\_\_

\_\_\_\_\_

Witness

Address

\_\_\_\_\_

\_\_\_\_\_

Printed Witness Name

Telephone Number

\_\_\_\_\_





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INSURANCE REQUIREMENTS FOR SPECIAL EVENTS HELD ON CITY PROPERTY

The event must maintain general liability insurance. The City of Barnwell shall be named as an additional insurer on the policy with respect to claims arising from the use of property owned or operated by the city and the issuing of the permit by the city. The applicant shall submit a Certificate of Insurance verifying the following minimum coverage and specifically identifying the City of Barnwell as an additional insurer. This type of insurance can be purchased through several independent agencies here in Barnwell. **Your permit will not be issued if the Certificate of Insurance has not been received five (5) business days prior to the event. The City of Barnwell must be listed as the "Certificate Holder" on the Certificate of Insurance.**

Table with 2 columns: Insurance Type and Amount. Rows include Each Occurrence (\$1,000,000), Personal Injury (\$1,000,000), and General Aggregate (\$2,000,000).

Application Completed by: Contact No.: Date:

Special events permits are granted in accordance with the City of Barnwell's Code of Ordinances and in no way imply assumption of liability by the City of Barnwell. Your organization is fully responsible for complying with all applicable laws and safety procedures. A permit does not authorize you to enter upon private property or to, in any way, hinder or obstruct pedestrian or vehicular traffic. For use of City of Barnwell property, it is also understood that parks are still public property and the general public will not be banned from use of other areas of the parks The City of Barnwell reserves the right to modify the conditions of this permit or to cancel it entirely if it is deemed appropriate.

Please return completed permit application within 30-45 (depending on event) days to:

City of Barnwell
Attn: Lynn McEwen
P.O. Box 776
Barnwell, SC 29812 Or
in person at the City of Barnwell's City Hall Or
Through email lsmcewen@cityofbarnwell.com



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**FOR OFFICE USE ONLY**

**Police Department**

Recommend approval       Recommend disapproval

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
Date

Fees or charges associated with this event:  
\_\_\_\_\_

Special Conditions/ Comments:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
If applicable:

Police Officer Staff Count: \_\_\_\_\_ \$ 65 / hour per officer

**Fire Department**

Recommend approval       Recommend disapproval

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Date

Fees or charges associated with this event:  
\_\_\_\_\_

Special Conditions/ Comments:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
If applicable:

Fire Department Staff Count: \_\_\_\_\_ \$ 50 /hour per fire fighter

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**Public Works/ Maintenance Department**

Recommend approval       Recommend disapproval

\_\_\_\_\_ Date

Fees or charges associated with this event:  
\_\_\_\_\_

Special Conditions/ Comments:  
\_\_\_\_\_

If applicable:

Public Works Department Staff Count: \_\_\_\_\_ /\$ 50 per hour

**Parks and Recreation**

Recommend approval       Recommend disapproval

\_\_\_\_\_ Date

Fees or charges associated with this event:  
\_\_\_\_\_

Special Conditions/ Comments:  
\_\_\_\_\_

If applicable:

Recreation Department Staff Count: \_\_\_\_\_ /\$ 40 per hour

\_\_\_\_\_







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**RELEASE AND INDEMNIFICATION AGREEMENT**

**CITY OF BARNWELL**

THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING

In consideration for being permitted to engage in the following special event on City of Barnwell property:

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**Special Event Holder hereby acknowledges, represents, and agrees as follows:**

- 2. We understand that activities associated with the above-described special event are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or to third parties. We further acknowledge that such risks may include but are not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others.

\_\_\_\_\_ (Special Event Holder initial here)

**B.** If required by this paragraph, we agree to require each participant in our special event to execute a release and indemnification agreement for ourselves and for City of Barnwell on a form approved by the City of Barnwell.

\_\_\_\_\_ (Special Event Holder initial here)

**C.** We agree to procure, keep in force, and pay for special event insurance coverage, from insurance acceptable to the City of Barnwell, for the duration of the above referenced event.

\_\_\_\_\_ (Special Event Holder initial here)

**D.** By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby expressly assume all such risks of injury, loss, or damage to us or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Barnwell, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Special Event Holder initial here)



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**E.** By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we further

hereby exempt, release, and discharge the City of Barnwell, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Barnwell, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Special Event Holder initial here)

**F.** We further agree to defend, indemnify and hold harmless the City of Barnwell, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs, and attorneys' fees, including those arising from any third-party claim asserted against the City of Barnwell, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City of Barnwell, its officers, its employees, or by any other cause.

\_\_\_\_\_ (Special Event Holder initial here)

**G.** By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of the City of Barnwell, its officers, and/or its employees, and that said agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_ (Special Event Holder initial here)

**H.** We understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of South Carolina, and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

\_\_\_\_\_ (Special Event Holder initial here)



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2. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date or dates of the applicable Special Event, shall continue in full force until us responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, executors, assigns, and transferees.

\_\_\_\_\_ (Special Event Holder initial here)

- I. ALCOHOL AND OPEN ALCOHOL CONTAINERS ARE PROHIBITED AT ANY  
EVENT AT A CITY OWNED FACILITY/PROPERTY RIGHT OF WAY.**

\_\_\_\_\_ (Special Event Holder Initial Here)

IN WITNESS THEREOF, this RELEASE AND INDEMNIFICATION AGREEMENT is  
executed by the Special Event Holder, acting by and through the undersigned, who  
represents that he or she is properly authorized to bind the Special Event Holder hereto.

PRINTED NAME OF SPECIAL EVENT PERMIT HOLDER:

\_\_\_\_\_  
PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL  
EVENTS HOLDER:

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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**FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION**

**CITY OF BARNWELL**

2. In consideration for being permitted to use the facilities of the City of Barnwell,

(hereinafter "Applicant") agrees to indemnify and hold harmless, City of Barnwell its officers, employees, insurers, and IRF Insurance Programs, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Barnwell, its officers, or its employees, or from any other cause whatsoever.

**B.** By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Barnwell may require reimbursement for the full amount of such damage, loss, or injury and all costs associated therewith upon billing by City of Barnwell.

**C.** In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Barnwell, its officers, employees, and insurers from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Barnwell, its officers, its employees, or from any other cause whatsoever.

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NAME OF PERSON/ORGANIZATION

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SIGNATURE OF PERSON/ORGANIZATION REPRESENTATIVE

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DATE



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### Special Event Permit Checklist

\_\_\_\_ Submit Special Event Permit Application to the City of Barnwell for review and approval no less than forty-five (45) days in advance for parades/processions. All other applications must be submitted a minimum of thirty (30) days in advance of the requested event date. All applicable attachments and fees must be included with your Special Event Permit Application before the City begins the review process. All applications must include:

\_\_\_\_ Proposed Site Plan (map should include the location of all toilets, hand wash stations and garbage receptacles)

\_\_\_\_ Proposed Schedule of Events (Schedule should include the proposed drop-off and pick-up times of all rental equipment including toilets, hand wash stations and garbage receptacles).

\_\_\_\_ If the event is on property not owned by the Event Host or the City of Barnwell, a proof of consent from the property owner must be included.

The following items must be submitted to the City of Barnwell no later than five (5) business days prior to the event, failure to do so will result in the redaction of the special event permit.

The Event Permit Holder is solely responsible for obtaining all the following (applicable) licenses and permits and must submit copies to the City of Barnwell no later than five (5) business days prior to the event.

\_\_\_\_ SC Dept. of Revenue Retail License

\_\_\_\_ City of Barnwell Business License

\_\_\_\_ SC DHEC Food Service Permit

\_\_\_\_ SC Dept. of Labor, Licensing & Regulations Commercial Outdoor Display Permit

\_\_\_\_ Liability Insurance with the City of Barnwell as also insured.

\_\_\_\_ Event organizers must provide the City of Barnwell Business License Office with a detailed list of all vendors no later than five (5) business days prior to the event.



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**City of Barnwell Special Event Policy**

**Effective \_\_\_\_\_**

**Introduction**

The City of Barnwell's Special Event Policy is designed to standardize events held on city property or sponsored by the City with the safety and health of the participants, the protection of public property, internal controls over city funds, minimization of potential liability, and the impact on non-participating citizens considered.

The City of Barnwell is committed to ensuring that all events within the City limits are appropriately governed by rules, regulations, and ordinances, and do not violate federal, state, or local laws or regulations or safety codes. It is the responsibility of the organizer to ensure these guidelines are followed.

**Guidelines for City Sponsored Events**

The chairperson for the City sponsored event is responsible for ensuring compliance with the City of Barnwell's Special Event Policy. The code enforcer is responsible for ensuring policy compliance and communicates policy terms to committee members and vendors.

- 1.** Annually, income and expenses for a City sponsored special event are approved as part of the annual budget process. The administrator makes a presentation outlining line-item income and expense totals (INCLUDING ANY APPLICABLE ADDITIONAL LIABILITY INSURANCE THAT MAY BE REQUIRED) during a City Council workshop. The prior year income and expense totals have no effect on approved income and expense totals for the subject budget year.
- 2.** Event expenses should be paid directly by the City where feasible. Expenses can also be reimbursed by submitting documentation to the City Treasurer. All expenses should be submitted for reimbursement within 45 days of the event's conclusion.
- 3.** Revenues which flow as income to the City should be provided for deposit to the City monthly or within no more than 10 days of the event's conclusion if paid by cash or check. Revenues can be paid directly through the City's electronic payment system.
- 4.** All SAFETY regulations and federal, state, and local laws, rules, and regulations should (must or shall) be followed.



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### Overview-Non-City Sponsored Events

Individuals, organizations, and agencies wishing to conduct public gatherings on City property, roadways, and public rights of way must obtain approval in advance from the City of Barnwell.

The Administrative Staff and/or Zoning Administrator will review the event application for compliance with City guidelines with the input of City Council as needed. If approved, the City will issue a Memorandum of Understanding (MOU)/Special Events Permit outlining the responsibilities of all involved parties.

### Event Criteria

All approved events will be categorized depending on the need for exclusive use of an area, size of the event, impact of the event on citizens, businesses, non-offensiveness and other variables. Organizers of all events being held at City facilities must contact appropriate City staff to arrange for facility rental prior to submitting special event permit application. City sponsored events will take priority in the use of any City property or public rights of way. Events which have been held the previous year take priority over newer applicants for the same time and location. This right is revoked if the established event previously failed to comply with guidelines set forth in the Special Event Policy and/or Memorandum of Understanding. Items considered in the review process include, but are not limited to:

- General risk to health, safety and welfare to the participants in the event and to the citizens of the City of Barnwell
- Compliance with applicable city, state and federal laws
- Whether the event supports the city's strategic goals and public purpose objectives
- Nature of the event, and how it will serve the community of the City of Barnwell
- Whether the event is not of a controversial nature and will generate positive vs. negative media exposure for the community
- Impact of event on neighboring residents and properties
- Impact and/or cost of the event on City property, support services and holiday schedules
- Compatibility of event with requested location
- Dates and times during which the event will occur
- Number of participants
- Parking availability
- Adequacy of adult supervision for minors
- Frequency of the event or similar event(s)
- Past compliance with Special Event Policy and/or Memorandum of Understanding



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There may be other factors taken into consideration in determining whether the event is appropriate for the City of Barnwell.

- Law Enforcement Coordination with City of Barnwell's Police Department
- Applicants for a non-City sponsored event may be required to coordinate with the City of Barnwell PD staff.

NOTE: Failure to submit a Special Event Application in the specified time frame prior to the event may result in the event application being denied by the City of Barnwell.

- **Neighborhood Block Party**

A Neighborhood Block Party is an outdoor public party organized by the residents of a neighborhood using sidewalks/streets **requiring no city services**. A Neighborhood Block Party does not require the completion of the full special events application. *If Neighborhood Block Parties become a nuisance, this policy may change.*

### City Facilities

Event coordinators requesting to hold events at City of Barnwell's facilities should contact City Hall for reservations for those facilities. Events held must follow all facility guidelines as well as those guidelines and regulations set forth in the City of Barnwell's Special Events Policy. These guidelines may restrict available time for some events and prohibit some events entirely.

### Special Event Approval Process- Non-City Sponsored Events

To quickly and efficiently review each Special Event request submitted for approval, the City has developed the following special events approval process.

#### **Step 1: Submit Special Event Application**

The event organizer of a special event submits the Special Event Application to City Hall, detailing the event and specific needs. Depending on the type of event, more detail will be required as outlined in the application.

#### **Step 2: Application Review**

Completed Special Event Applications are reviewed by Administrative Staff and/or the Zoning Administrator and may be subject to review and approval by the City Council. During the review process, the event organizer may be contacted to discuss any questions and/or changes that may arise to complete the review process in a timely manner





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### **Step 3: Event Memorandum of Understanding (MOU)**

Upon approval of the event, a written MOU may be drafted to set the terms and conditions under which the event will be allowed to operate. The MOU will be delivered to the applicant and a signed copy of the MOU, along with other pending documents, must be returned to City Hall within five (5) business days of initial receipt. Delays in providing these items may result in a delay in the review process and could affect eventual approval. The final signed Memorandum of Understanding will serve as the Special Event Permit.

### **Guidelines and Considerations**

- 1.** To ensure the protection of the City of Barnwell, its businesses, and citizens, the City of Barnwell may refuse an application, or require alterations to an approved application.
- 2.** Event times may be changed at the sole discretion of the City due to weather, infrastructure requirements, and repair to utilities, participant behavior, and other considerations of safety for persons, property and good public order. For the same reasons, approval may require additional conditions, dates, locations, and time limitations.
- 3.** Except as provided by law, the City of Barnwell and South Carolina Department of Transportation is under no obligation to issue permits for the use of its streets, sidewalks, plazas, buildings, parks and other facilities for special events.
- 4.** If blocking a street is necessary, the event coordinator must provide public notification to businesses and residents directly affected by the event no less than ten (10) business days before the event. (All Events – City Sponsored and Non-City Sponsored)
- 5.** Any misrepresentation in an application submitted to the City of Barnwell or deviation from the final terms and conditions described on the application or on the Memorandum of Understanding may result in immediate revocation of approval or closure of event.
- 6.** If you are given approval by the City for your event, you will be subject to all City, State, and Federal laws and regulations as they apply to the event. Failure to comply will result in revocation of approval or closure of event.
- 7.** All events comply with all South Carolina taxing requirements, the SCDHEC food safety regulations, SC Cottage Food Law (amended May 2022), and other federal, state and local laws and regulations. These compliance Standards must be communicated to all vendors by the event coordinator. (All Events – City Sponsored and Non-City Sponsored)



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8. The Event Coordinator for a non-City sponsored event must have a copy of the final signed Memorandum of Understanding on site at the time of the event to serve as the Special Event Permit.

### **Safety and Security**

Law Enforcement may be required to provide traffic and crowd control and on-site security. The event organizer will coordinate this with Law Enforcement. In the event of a road closure, the event organizer is responsible for securing approval to close roads. Provision of Emergency Medical Services (EMS) may be required where there is potential risk to participants, officials or the public.

Accordingly, a FIRST-AID OR EMERGENCY SERVICES PLAN IS REQUIRED TO BE INCLUDED IN THE SPECIAL EVENT APPLICATION.

Event organizers and participants are expected to abide by all federal, state and local codes and regulations. With respect to general safety, OSHA guidelines must be followed, and setup is subject to inspection by the City of Barnwell Fire Department Representative. (All Events – City Sponsored and Non-City Sponsored)

### **Discrimination**

**ALL EVENTS HELD ON CITY PROPERTY AND PUBLIC RIGHTS OF WAY MUST NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, SEX, SEXUAL PREFERENCE, AGE, NATIONAL ORIGIN, FAMILIAL STATUS OR DISABILITY.**

### **Liability Insurance**

The City of Barnwell requires insurance coverage for any non-City sponsored special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

2. The City of Barnwell requires that any non-City government related organization/group sponsoring any event on City owned facility/property or right of way provide the City of Barnwell with evidence of insurance as outlined below.

### **General Liability as follows:**

- \$1,000,000.00 minimum requirement per occurrence for General Liability

The City of Barnwell must be listed as an additional named insured on the coverage.



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2. Certain covered activities for CITY SPONSORED AND NON-CITY SPONSORED EVENTS (such as inflatables) require additional insurance, licensing, and inspection. The event organizer and company providing these products will need to provide the City of Barnwell, under a granted exception, with evidence of insurance as outlined below:

- The applicant shall provide proof of insurance with a certificate of insurance verifying the minimum coverage(s) for all permitted activities as set forth in the proposed MOU and specifically identifying the City of Barnwell as an additional named insured. The certificate of insurance must be provided directly to the City by the insurance company/agent prior to issuance of the Special Event Permit. Coverage(s) must be primary coverage for all permitted activity with a \$1,000,000 minimum per occurrence requirement.
- The City of Barnwell must be listed as an additional named insured on all liability coverage(s). For City sponsored events (inflatables/fireworks, for example) a Special Events policy within these coverage guidelines, must be purchased by the City for the specific event and included in the line-item budget for the event. Certain high-risk activities such as fireworks or haunted houses require inspections and approval of the City of Barnwell's Fire Department Representative prior to the event.

**ALCOHOL AND OPEN ALCOHOL CONTAINERS ARE PROHIBITED AT ANY EVENT AT A CITY OWNED FACILITY/PROPERTY RIGHT OF WAY.**

### Hold Harmless Clause

**For a non-City sponsored event, applicant will be required to sign the hold harmless clause included in the Special Event Application. The clause states:**

**Permittee/organization hereby shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of permittee's operation.**

**Permittee hereby expressly agrees to defend and save the City harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from negligence or intentional acts or omissions or permittee or its officers, agents and employees and guest.**



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### Permits and Licensing

Contact City Hall for additional information on permitting and inspections.

### Signs

For non-City sponsored events, signs cannot be displayed in the right-of-way, must be staked on premises of Special Event location, and cannot be attached to trees, street signs or utility poles. Sign permit rules apply. All private property sign placement requires permission of the property owner.

### Business License (Non-City sponsored events)

The City of Barnwell's business license rules apply.

### Fireworks Permit (if applicable, and when approved as an exception)

VENDOR providing pyrotechnic service must submit an application to the State of South Carolina for a State Fireworks permit and provide a copy to the City of Barnwell's Fire Department at least five (5) days prior to the event.

### Road Closure

- In the event of a road closure, the City will request the necessary road closure from SCDOT.

### Vendor and Food Sales

In accordance with the provisions of the Memorandum of Understanding, it is the City's policy to allow the sale of food, beverages and event-related merchandise on City-owned or City-controlled property during special events. Vendor fees may apply. All food vendors for the City-Sponsored and Non-City-Sponsored Events must meet South Carolina Department of Health and Environmental Control (SCDHEC) regulations, SC Cottage Good Regulations (amended 2022) and all other state, federal and local laws, and regulations. For additional information on these regulations, contact SCDHEC at 803-909-7379 or visit their website at <http://scdhec.gov/food>. **ALL FOOD Vendors will also be subject to the City of Barnwell's Hospitality tax (2%) and required to send in the hospitality tax to the City of Barnwell Treasurer within 2 weeks of the end of the event.**

THE EVENT ORGANIZER IS RESPONSIBLE FOR NOTIFYING ALL FOOD VENDORS THEY ARE REQUIRED BY THE CITY OF BARNWELL'S FIRE DEPARTMENT TO HAVE AN EASILY ACCESSIBLE AND FULLY OPERATIONAL ABS FIRE EXTINGUISHER ON-SITE THE DAY OF THE EVENT. IN ADDITION, OPEN FLAME COOKING UNDER A TENT OR WITHIN 20 FEET OF



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ANOTHER TENT IS PROHIBITED. OPEN FLAME LIGHTING OR ORNAMENTATION ON CITY PREMISES IS PROHIBITED. ANY BLACK PLASTIC ENCLOSED AREA OR THOROFARE THAT CONTAINS PARTICIPANTS MUST UTILIZE FIRE RETARDENT PLASTIC SHEETING. CONTACT CITY OF BARNWELL'S FIRE DEPARTMENT WITH QUESTIONS REGARDING FIRE SAFETY REQUIREMENTS.

### **Dogs and Other Pets**

Pet regulations at the special event venue will be enforced and must follow all city ordinances related to dogs and other pets.

### **Care of Property and Equipment Non-City Sponsored Events**

All property and equipment belonging to the City and public roads, and landscaping located within and around the event is to be handled by the applicant and its invitees with reasonable and due care. Cleanup of public property will be held to the standards set by the City of Barnwell. The applicant shall assume complete and absolute liability for any loss and damage to the City property and/or equipment, which may result from any misuse or mistreatment of the property or equipment during the event, even if the applicant did not cause the damage or loss. The event must not have a negative physical or economic impact on surrounding property.

### **Noise Ordinance (Non-City Sponsored events)**

Permission to include music or amplified sound, including megaphones, as part of a special event may be given. The City reserves the right to limit the sound amplification equipment so that it will not unreasonably disturb non-participating persons around the event. Complaints of loud, disturbing, or unnecessary noise can result in the immediate revocation of your approval or closure of the event if appropriate adjustments are not made. See the City's Noise Ordinance in the Code of Ordinance.

### **Performing Rights and Licenses (Non-City Sponsored events)**

The event organizer is solely responsible for all contracts and agreements. The City of Barnwell has no responsibility for any performances, or their contract and agreements connected with the event, unless a City sponsored event.

### **Weather Delays**

Events canceled due to inclement weather will NOT be rescheduled or refunded, unless approved by the City.



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### Multi-Day Events

For Special Events that may take place over multiple days, involving vendors camping in or near the facilities where their tents or merchandise are held, exceptions and accommodations for overnight camping may be made by the City during these Special Events. The City must be made aware of this possibility when the application is turned in.

### FEES

City of Barnwell may waive any or up to all fees and charges for special events held by Bonafide, non-profit (Charitable 501(c)(3) organizations, In good standing with the Secretary of State's Office).

Application	\$150.00 Non-refundable
Single Day Deposit	\$200.00 refundable (see check list)
Road Race/Parade/Procession Deposit	\$250.00 refundable (see check list)
Multiple Day Event Deposit	\$300.00 refundable (see check list)
Police Officers	Billed at current off-duty rate (4-hour minimum)
Firefighters	Billed at current off-duty rate
Fire Inspector (special inspection)	Billed at current off-duty rate
Parks and Recreation Staff	Billed at current overtime rate
Barricades	\$25.00 per barricade, per day
Receptacles	\$5 per cart
Park Impact Fee for events over 500	\$150.00 non-refundable
Park Impact fee for live animals	\$200.00 non-refundable
Damage or Excessive Cleanup	Billed at cost plus labor
Returned Check Fee	\$35.00 may also result in event cancellation
Business License	Varies by business
Vendor Fees	\$10 In town fee, \$20 out of town fee
Hospitality taxes	2% of gross receipts on all prepared foods



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### City of Barnwell Hospitality Tax: One-Time Job Payment Form

The City of Barnwell Hospitality Tax One-Time Job Payment Form is used to remit the Hospitality Tax for an event in which those vendors or businesses that are engaging in business within the City of Barnwell under a Group Event License. While these businesses do not need to obtain their own City of Barnwell business license, as the event host has done so already, they will still be required to collect the Hospitality Tax on any sold prepared food and beverage.

Name of Business:

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Mailing Address:

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City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Event / Job Name:

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Location: \_\_\_\_\_

Gross Receipts:

\$ \_\_\_\_\_

Tax Due:

\$ \_\_\_\_\_

The Hospitality Tax (prepared food and beverages) is 2% of the gross receipts for the job.

### PAYMENT DUE WITHIN 2 WEEKS OF THE EVENT

For Use at two events in the City of Barnwell ONLY. Once the business has exhausted two events for a single calendar year, the business cannot utilize this form again and must obtain a full City of Barnwell business license.

Signature:

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Signatory Name:

\_\_\_\_\_ Date: \_\_\_\_\_



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**CHECK LIST FOR REFUNDABLE FEES:**

All Parks, roadways, sidewalks, parking lots, pathways – used for pedestrian and vehicular traffic during the special event \_\_\_\_\_ on this date(s) \_\_\_\_\_, must have the following checked off and initialed by a city official upon the closure of the event (or within 12 hours after of an event if completed at night) for a full refund of the deposit made for said event.

- \_\_\_\_\_ All Trash is picked up and placed in proper receptacles
- \_\_\_\_\_ All city restrooms are clean and free of issues
- \_\_\_\_\_ All rented city trash carts are placed in one location for removal
- \_\_\_\_\_ All rented city barricades are placed in one location for removal
- \_\_\_\_\_ Parks are clear and left in good condition

City Officials to sign off on this form include: City Administrator, Police Chief, Fire Chief or Deputy Chief, or the Parks, Rec & Tourism Director

I have checked all areas used for this Special Event and conclude that the deposit may be fully refunded.

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Signature

I have checked all the areas used for this Special Event and conclude that the deposit may not be fully refunded due to \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Signature