

# **Luzerne County Special Events Procedure For Use of County 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 mailed to the Luzerne County Manager/Chief Clerk and shall not be postmarked less than 30 calendar days from the date of the actual event or use of County property. The written request shall include a completed application that is attached to this procedure as "Exhibit A".

## **II. Step 2**

Luzerne County will notify the requesting entity of the tentative approval or denial to use County property for the event. Luzerne County reserves the right to approve or deny any event request for any reason, without giving an explanation for the decision. If Luzerne County tentatively approves the request, the County will notify the requesting entity point-of-contact with the appropriate County Department/Official contact information. Luzerne County 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 requesting entity, upon approval notification from Luzerne County, shall contact the appropriate Luzerne County Department/Official to schedule an event scoping meeting. The assigned County Department shall inform the requesting entity of the projected costs to be incurred by the County and shall be available to answer any questions the requesting entity may have about planning the event and the limitations/restrictions as applicable. The projected costs will be submitted to the requesting entity within a reasonable amount of time and be based on estimated charged expected to be incurred by the County. The format for cost estimation is attached to this procedure and identified as "Exhibit B". All payment shall be in the form of a certified check made payable to "Luzerne County". The Luzerne County reserves the right to apply any limitation and/or restriction, in its sole judgment, to protect the rights or interest of the County.

#### **IV. Step 4**

The requesting entity shall follow the direction given by Luzerne County for setup and operation of the event as indicated in the scoping meeting and all correspondence (written or verbal) between the scoping meeting the conclusion and removal of the event.

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

- A copy of the valid insurance policy that covers the event. The policy must be in the name of the requesting entity and must also cover all subcontractors for the event. The policy shall indicate Luzerne County as an additional insured. Types and coverage amounts shall be at least equal to the minimum required by Luzerne County at the time of the event's initial setup. If the event shall include the service of alcohol, the insurance policy must include liquor liability coverage at policy limits satisfactory to the County. 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. The policy must be presented in a form acceptable to Luzerne County.
- If the event shall include the service of alcohol, the requesting entity must provide written authorization from the Pennsylvania Liquor Control Board permitting the requesting entity to serve alcohol at the event.
- An original signature copy (in triplicate) of the Luzerne County 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 C".
- A signed letter accepting the special conditions required by Luzerne County, if applicable.
- Payment in full for the amount of the estimated costs to be incurred by Luzerne County (labor, equipment, materials, overhead) for the event.

## **V. Step 5**

The requesting entity shall completely remove all event equipment and debris from Luzerne County Property within 24 hours of the established event termination (or sooner if required by the County). All trash must be disposed of by the requesting entity. Payment, in addition to the original payment for estimated expenses, must be submitted to the County within 7 calendar days from date of notification, as established by the County. A closeout report of all incidents/accidents/damage for the event shall be submitted to Luzerne County within 48 hours of the established termination of the event.

**COMMISSIONERS**

Maryanne A. Petrilla, *Chairman*  
GREGORY A. SKREPENAK  
STEPHEN A. URBAN

Douglas A. Pape  
*County Manager/Chief Clerk*



**COUNTY of LUZERNE**  
P E N N S Y L V A N I A  
ESTABLISHED 1786

**COUNTY SOLICITORS**  
VITO J. DeLuca, ESQ., *Chief*  
NEIL T. O'DONNELL, ESQ.  
Stephen Menn, ESQ.  
BRIAN A. BUFALINO, ESQ.

Thomas Pribula  
*Chief of Budget and Finance*

**EXHIBIT A**  
**APPLICATION FOR USE OF LUZERNE COUNTY PROPERTY**

Applicants must complete the following and submit this application to the Luzerne County Manager/Chief Clerk, Luzerne County Courthouse, 200 North River Street, Wilkes-Barre, PA 18711. 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: \_\_\_\_\_

---

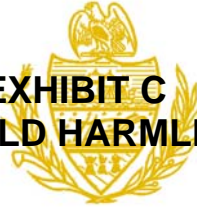
---

---

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

---

**EXHIBIT C**  
**INDEMNITY AND HOLD HARMLESS AGREEMENT**



The undersigned \_\_\_\_\_  
Hereinafter "Indemnitor" does hereby grant to the County of Luzerne, a Political  
Subdivision of the Commonwealth, hereinafter called the "County" on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_, the following:

**WHEREAS**, Indemnitor agrees to Indemnify and hold harmless the County, its  
agents, servants and employees from any claims and liability which may be made  
against the County for \_\_\_\_\_

**NOW THEREFORE**, in consideration of the County permitting the Indemnitor to  
\_\_\_\_\_, the Indemnitor  
hereby agrees:

- Indemnitor undertakes to indemnify the County from any and all liability, loss or damage the County may suffer as a result of the claims, demands, costs, changes, losses or judgments against it (even if such damage and/or injury be due to the negligence of Luzerne County, its officers, agents and employees) 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 County, 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 County for any necessary expenses, attorney fees or costs incurred in the enforcement of this Indemnity Agreement.

\_\_\_\_\_  
Luzerne County

\_\_\_\_\_  
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 D**  
**SPECIAL PROVISIONS**

The requesting entity hereby acknowledges and agrees to be bound by the following special conditions as required by Luzerne County in consideration of allowing the requesting entity to use Luzerne County Property:

- Condition 1
- Condition 2
- Condition 3

