

TERMS AND CONDITIONS FOR PUBLIC SPACES IN DOWNTOWN LONGMONT

The responsible organizer, as a condition of being granted a use of public space within the LDDA, agrees to abide by the following rules, regulations, and conditions established by the LDDA as follows:

1. **The responsible organizer shall indemnify and hold harmless the LDDA, GID, City of Longmont, its officers, officials, and employees from and against any and all damage and loss to person or property and shall defend the LDDA/GID/City from any and all claims, demands, suits, actions, or proceedings of any kind, including costs of actions and reasonable expert fees and attorney fees incurred by the LDDA/GID/City in any way resulting from or arising out of the use of the space. This provision shall not and is not intended, in any way or manner, to waive or cause the waiver of the defenses or limitations on damages provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., Colorado Revised Statutes, the Colorado Constitution, or the common law or laws of the United States or Colorado.**
2. **The responsible organization shall procure and maintain a \$1 million general liability policy at its own cost. Such insurance shall be in addition to any other insurance requirements imposed by law. The responsible organizer shall not be relieved of any liability, claims, demands or other obligations assumed by reason of its failure to procure or maintain insurance in insufficient amounts, durations or types. A copy of the insurance policy shall be provided to the LDDA and approved by the LDDA as a condition of the event being approved. The City of Longmont General Improvement District #1 & Longmont Downtown Development Authority, 320 Main St., Longmont, CO 80501 must be listed as an additional insured on the policy.**
3. **The responsible organizer shall, upon conclusion of the event, return the site to its pre-event condition immediately.** This includes cleaning and removal of all trash items. Any damages are the responsibility of the group using the space. Other cleaning items/damages not remedied by the organizer and that were performed by the LDDA, will be charged back to the organizer.
4. **The responsible organizer shall keep at least a 6' public walkway open at all times and event set up will not cause any hazards or prevent access to businesses while open unless granted permission by the property or business owner.**
5. **The responsible organizer shall not block windows, doorways, entryways or signage, etc. of neighboring business(es) with event equipment/signage, unless you have received approval by the business(es). Include written/email signoffs with your application.**
6. **The LDDA/GID reserves the right to stop or modify any event if any of its components are deemed unsafe, cause long-term damage to the area, or are a hazard to the participants or the surrounding area. The LDDA/GID reserves the right to require any activity or event to move or change its layout if the spacing**

requirements are not met. Additionally, the LDDA/GID reserves the right to stop any activity that was not included on this application and has not been approved of by staff.

7. **The responsible organizer shall collect and pay, or cause to be collected and paid, all applicable sales tax** for the direct sale of food, drinks, souvenirs, services and any other taxable item or activity sold at the special event by said organizer. In addition, the event organizer is responsible for ensuring that all vendors obtain a City of Longmont Sales Tax license and must submit a complete list of vendors within seven days of the conclusion of the event.
8. **The LDDA/GID cannot guarantee availability of public property for special events.** If two or more special events plan to use the same property on the same date, staff will strive to accommodate each event by working with the organizers to find shared space or alternate locations or dates.
9. **Organizers may be required to submit a City of Longmont Use of Public Places permit application** The LDDA/GID cannot issue permits or approve activities on behalf of other jurisdictions, such as the City of Longmont or County Health Department. It is the responsibility of the organizer or event planner to secure the necessary approval from other entities and to demonstrate said permission to the LDDA/GID.
10. **Events with amplified sound must maintain reasonable noise levels not to exceed an average of 80 decibels at the perimeter of the event.** Sound must cease by 10 p.m., in accordance with the City of Longmont noise ordinance. Decibel readers may be checked out from the City Clerk's Office on a first come-first served basis upon payment of a refundable deposit of \$100.
11. **Any equipment, tables, stages, tents, chairs etc. must be properly set up and secured.** All tents must be weighted.
12. **Event(s) must be open to the general public.**

Breezeway Terms:

1. **Notify all businesses on that block (in person, flyer or email) of your breezeway event(s).** For example, an event in the 400 east breezeway should notify businesses and residents on the 400 east block of Main St. (between 4th and 5th Ave.) If residents are on the breezeway, the LDDA can provide contact information to assist with this notification.

Longmont Downtown Development Authority

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