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## Application for a Business Licence - Special Event

200 King St W - 2nd Floor, Kitchener, Ontario N2G 4G7

[licensing@kitchener.ca](mailto:licensing@kitchener.ca) P: 519-741-2200-2275 F: 519-741-2705

[www.kitchener.ca/businesslicensing](http://www.kitchener.ca/businesslicensing)

### Definition:

*"Special Event" means any community, social, or cultural group celebration including a ceremony, street party, beer garden, festival, carnival, circus, midway, exhibition, or outdoor concert, but does not include a parade, wedding, funeral procession, picketing, trade show, or film event under permit.*

**"Class B"** required for a special event with Food Trucks and Refreshment Vehicles and/or a Special Event that includes the sale of Food, Food Products, or Refreshments.

### Event Information

Date of Application: _____	Event Dates (start & End dates): _____
Event Name: _____	
Event Address: _____	
Business Email: _____	
Phone #: _____	

### Event Organizer Information

(Circle one)	Sole	Partnership	Incorporated (Corp #)	_____
Corporation/Partners/Business Name: _____				
Address: _____				
Mailing Address (if different than above): _____				
Email: _____				
Phone #: _____				

### Applicant Information (IF SAME AS ABOVE, CHECK THE BOX)

Name: _____
Address: _____
Mailing Address (if different than above): _____
Email: _____
Phone #: _____

### CONTACT INFORMATION: (Contact will be used in Emergency situations and/or for inspections)

Check the Box, if same as Owner	<input type="checkbox"/>	or Same as Applicant	<input type="checkbox"/>
Contact Name: _____			
Phone Number: _____		Email: _____	
Preferred method of license delivery: (circle)      Mail      Email      Pick up			

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<b>Every Special Event Licensee shall provide the Manager of Licensing:</b>	
	Written permission of the owner of the private property consenting to the use of their property.
	A description of all merchandise, food, goods, or services offered.
	A list of all vendors attending the event, if applicable.
	Proof of Insurance - Certificate of Insurance (or equivalent with \$2 million liability) See Attached Schedule 3 attached
	Evidence of authorization pursuant to the Technical Standards and Safety Act, 2000, for each ride that is part of the Special Event.

<b>Every Special Event Licensee shall: (initial each box)</b>	
	Keep the grounds and premises in good order.
	Ensure there are satisfactory washroom facilities, refuse receptacles, and security measures in place.
	Cease operating not later than 11:30 p.m. each day of the event, and the grounds shall be completely cleared of all public patrons within one hour after the closing hour of 11:30 p.m.

<b>No Special Event Licensee shall: (initial each box)</b>	
	Permit amplified noise that contravenes Chapter 450 of the City of Kitchener municipal Code unless an exemption has been granted by Council or the Director of By-law Enforcement.
	Sell or offer to sell goods or services other than those goods or services identified in the Licence.

<b>*NOTE*</b>	
The provision of hours of operation and clearing of public patrons in section 6 of schedule 25 of this By-law shall not apply to any Special Event where the Licensee has been issued a liquor licence from the Alcohol and Gaming Commission of Ontario.	

Are you a charitable organization or not-for-profit? YES NO	
Charitable #:	

<b>Required Approvals: (City staff will contact to arrange inspections)</b>	
	Fire Approval Contact Phone # 519-741-2495
	Kitchener-Waterloo and North Waterloo Humane Society (if animals are involved) Contact Phone # 519-745-5615
	Region of Waterloo Health Approval (Class "B" only) Contact Phone # 519-575-4400

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<b>Non-refundable Application Licence Fee:</b>	\$230
<b>Licenses are non-transferable</b>	<b>Accepted Methods of Payment (circle): Cash/Cheque/Debit</b>

<b>Estimated # of Attendees:</b>	
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*Description of activities to take place at event.*  
Circle those that apply:

**Food Vendors Food Trucks Animals Midway/rides/inflatables Retail Vendors Live Music**

Other Activities not listed:

I certify that:

- I am the business owner and/or have been authorized by the business owner listed on this application to apply for the Business Licence;
- I agree to comply with all requirements under this Bylaw, and/or any conditions place on the licence;
- I am 18 years of age;
- I will confirm to and abide by any relevant City of Kitchener By-laws, and any other provincial or federal law or Act;
- I understand amendments to an issued licence may result in additional requirements and/or licence.
- I understand that the fees are non-refundable and cannot be prorated; and
- the statements contained in this application are true and accurate.

\_\_\_\_\_  
Applicant's Name (Printed)

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

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### **SCHEDULE 3**

#### **INSURANCE**

1. This schedule shall apply to any Applicant that is required to submit proof of insurance.
2. Upon submitting an Application, the Applicant shall execute the following indemnity to the satisfaction of the City:

The Licensee both during and after the term of the Licence or renewed Licence, shall at all times, and at its own cost, expense, and risk, defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and all respective heirs, administrators, executors, successors, and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any Person or Business), fines, penalties and surcharges, liabilities, judgements, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses which the indemnified City may suffer or incur, howsoever caused, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, cause of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Licensee.

3. The Applicant shall maintain liability insurance acceptable to the Manager of Licensing throughout the term of the Licence, if the Licence has been granted.
4. The liability insurance shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
5. The liability insurance shall name The Corporation of the City of Kitchener as additional insured with a cross liability endorsement and severability of interest provision.
6. The Applicant shall submit a Certificate of Insurance evidencing the insurance and it shall state the coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by registered mail to the City.