

405 Pinckney St  
McClellanville, SC 29458  
Phone # (843)887-3712  
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**Town of McClellanville  
Special Event Application & Permit**

PLEASE PRINT OR TYPE INFORMATION CLEARLY AND ACCURATELY. THIS APPLICATION MUST BE COMPLETED AND SUBMITTED THIRTY (30) BUSINESS DAYS PRIOR TO THE EVENT.

An incomplete application will not be considered. Completion and submittal of this application will not guarantee that the event will be approved. Permit cannot be issued without the Town Council approval. Please notify a representative at Town Hall, 843-887-3712, if there is an event change (time, date(s), location, route, etc.) Inaccurate and/or deviation from final approval may result in immediate revocation of the permit; the event may be invalidated and cannot proceed.

**Today's Date:** \_\_\_\_\_

**Sponsoring Organization:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Cell Number:** \_\_\_\_\_

**E-mail address or website:** \_\_\_\_\_

**Event Dates:** \_\_\_\_\_

The event will begin at: \_\_\_\_\_ (Time)      The event will end at: \_\_\_\_\_ (Time)

**Estimated number of people attending event** \_\_\_\_\_

**Location of event:** -- \_\_\_\_\_

**Checklist**

- Certificate of Insurance – General/Property Liability
- Alcoholic Beverage Liability if alcohol is being served
- SC DOT Approval (Road closure)
- Charleston County Sheriff's Department Approval
- DHEC Notified
- EMS/Rescue Notified
- SCDNR Marine Event Permit (if required)

**Event Description**

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Describe type and size of event (location, area used, entertainment, etc.) Provide or sketch a map on a separate sheet of paper. The map should detail streets to be closed, placement of tents, restrooms, trash facilities, vending areas, etc. **NOTE: South Carolina Department of Transportation (SCDOT) (843)740-1655 approval is required for street closures and the applicant must provide proof of approval prior to event:**

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**Setup/Dismantle Date & Time**

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Setup	Day & Date _____	Start Time _____	End Time _____
Event day (s)	Day & Date _____	Start Time _____	End Time _____
Dismantle	Day & Date _____	Start Time _____	End Time _____

**Event Setup** --Check the appropriate box .

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Do you request street closure during event?  yes  no

If yes, which street? \_\_\_\_\_

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

Will tents be used for the event?  yes  no Please identify location(s) on the map

Will any signs or banners be erected?  yes  no If yes, how many? \_\_\_\_\_

All banners and signs must be approved by the Town Administrator or Zoning Administrator.

Will generators be used?  yes  no List number, size, and identify on map.

Will there be musical entertainment features with your event?  yes  no

If yes, Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

*Note: Please be aware that loud and unreasonable noise (including music) is a violation of Town Ordinance. If a law enforcement officer or town official determines that noise from your event is offensive to others, you may be required to lower or discontinue the noise – even if you have a Special Event Permit. Operation of amplifying equipment is restricted to the hours of 10 am – 10 pm.*

Have arrangements been made for portable restrooms?  yes  no Identify location(s) on map.

Name and contact information of company: \_\_\_\_\_

Have arrangements been made for cleanup/trash disposal?  yes  no If yes, please list details below:

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Name and contact of person responsible: \_\_\_\_\_

Will food items be cooked/prepared, distributed, or sold at event?  yes  no

If yes, please contact the local branch of DHEC at 843-623-2117. If using propane gas, you must have at least one (1) approved and certified fire extinguisher for every two cooking stations while maintaining a three (3) foot clearance for any and all combustible and ignition sources. Cooking stations shall be no closer than 10 feet from any buildings.

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Will alcohol be served?  yes  no

If yes, attach a copy of the temporary alcohol license and alcoholic beverage liability insurance naming the Town of McClellanville as an additional insured. **SC State law requires sponsors to obtain a temporary license prior to conducting an event (public or private); www.SCTax.org or call 803-898-5864. Describe approximate steps to discourage underage drinking: ex. Tickets, arm bands or security.**

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### General Event Liability Insurance

The event sponsor is also responsible for obtaining a 1,000,000 general liability policy listing The Town of McClellanville as an additional insured. The Town must receive a copy of the Certificate of Liability directly from the insurer via mail, email or fax. This must be received by the Town at least one week prior to the event. Parade Organizers should include drivers and vehicles participating in the parade. Also, it is the sole responsibility of the event sponsor to contact **Charleston County Sheriff's Office (843) 202-1700** to arrange for law enforcement and traffic control for the event.

### Hold Harmless Clause

Permitter / organization hereby shall assume all risks incidental to or in connection with the permitted activity and shall be solely responsible for damages, **including personal injuries and property damage** 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. Permitter hereby expressly agrees to defend and save the Town of McClellanville harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, loss of damages, or injuries directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts or omission of permittee or its officers, agents, and employees.

### COVID-19

The spread of the coronavirus, COVID-19 (the "virus"), has resulted in a worldwide outbreak of the disease. COVID-19 is extremely contagious. Although person-to-person contact is believed to be the most common way the virus is spread, much is still unknown about other ways in which it spreads. The Town of McClellanville has put in place measures intended to try to prevent and reduce the spread of COVID-19; however, the Town cannot and does not guarantee that you, your guests and/or invitees, or anyone with whom you come into contact during your event will not be infected and the Town makes no representations or warranties regarding your event. As with other easily transmitted diseases, even despite the Town's efforts to prevent the spread of the virus, attending and/or participating in activities could increase the risk of infection for you, your guests and/or invitees, and/or other persons with whom you come into contact. By initialing here, you are acknowledging that you have read, understand, initialed each, and agree to the statements and representations listed in **Exhibit A** to this Agreement.

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Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A \$200 cleaning deposit is required for all events.

Cleaning deposit paid: \_\_\_\_\_

+++++**FOR TOWN USE ONLY**+++++

Approved by Town Council: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Conditions: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A

**Please review and initial each sentence below to indicate that you have read it and that you understand and agree.**

1. I understand that the virus is extremely contagious. \_\_\_\_
2. I understand that virus infection may result in serious personal injury, illness, permanent disability, and/or death. \_\_\_\_
3. I understand that the consequences of infection may be more serious if there is an underlying health condition or conditions, whether known or unknown. \_\_\_\_\_
4. I knowingly and voluntarily assume all risk of virus infection that may result from hosting and participating in the event held within Town limits, including other persons with whom we may come into contact after attending and/or participating in such activities. \_\_\_\_
5. I accept sole responsibility for any injury/illness to myself (including, but not limited to, illness, personal injury, disability, and death), any illness, damage, loss, claim, liability, or expense of any kind, that I or my guests and invitees may experience or incur in connection with the event I intend to host. \_\_\_\_
6. On my behalf, as well as our family, our heirs and successors, representatives, creditors, and agents, I hereby fully and completely release, indemnify, covenant not to sue, discharge, and hold harmless the Town, its elected officials, employees, agents, volunteers, and representatives, of and from all claims of any nature, including all liabilities, claims, actions, damages, costs, and expenses of any kind ("claims") arising out of or relating to the event I intend to host related to exposure of COVID-19. \_\_\_\_
7. Finally, I understand and agree that this release and waiver includes any claims based on actions, omissions, or alleged negligence, gross or otherwise, of the Town, its elected officials, employees, agents, representatives, volunteers, invitees, guests, participants, contractors, and/or referees/umpires, whether a COVID-19 infection occurs before, during, or after participation in the event I intend to host related to the exposure of COVID-19. \_\_\_\_