

## LIMESTONE COUNTY

### MASS GATHERING PERMIT APPLICATION

The application must be received at least 45 days prior to the planned mass gathering at the Limestone County Sheriff's Office, 912 N. Tyus, Groesbeck TX 76642. A permit fee of \$500.00 (nonrefundable) must be paid at the time of submitting the application. All fees are payable to Limestone County by cashier's check, certified check or money order. An additional cost deposit may be required for law enforcement at the time a permit is considered. The applicant is referred to Texas Health and Safety Code, Section 751 for further guidance.

#### **Event Description**

Organization Name: \_\_\_\_\_

Type of Event: \_\_\_\_\_

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

GPS Coordinates of the event: \_\_\_\_\_

Address of organizer: \_\_\_\_\_

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

Phone#: \_\_\_\_\_ Cell#: \_\_\_\_\_

Email address: \_\_\_\_\_

Date(s) of mass gathering: \_\_\_\_\_

Time of event: \_\_\_\_\_

Maximum number of persons allowed to attend: \_\_\_\_\_

#### **Representative/Promoter for organization:**

Name & Title: \_\_\_\_\_

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

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

Phone#: \_\_\_\_\_ Cell#: \_\_\_\_\_

Emergency Phone#: \_\_\_\_\_

Email address: \_\_\_\_\_

**Partnerships must list all partners; additional pages shall be attached as needed to this page.**

**Contact Information for Promoter**

**This SHALL be the person who will be on SCENE with the event, who is the Promoter of the event, and who is in charge as required by Texas Health and Safety Code Chapter 751.**

Name & Title: \_\_\_\_\_

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

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

Cell#: \_\_\_\_\_ Alt. Phone#: \_\_\_\_\_

Email address: \_\_\_\_\_

**BACKUP person who will be on SCENE with the event and who will be second in charge.**

Name & Title: \_\_\_\_\_

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

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

Cell#: \_\_\_\_\_ Alt. Phone#: \_\_\_\_\_

Email address: \_\_\_\_\_

**Property Owner Information**

Property Owner: \_\_\_\_\_

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

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

Cell#: \_\_\_\_\_ Alt. Phone#: \_\_\_\_\_

Email address: \_\_\_\_\_

Tax Appraisal R Number: \_\_\_\_\_

**NOTE: As the property owner, I agree that any Law Enforcement personnel may enter my property at any time to enforce provisions of this permit or for any other lawful entrance. In addition to Law Enforcement, I agree that any Fire, Medical or Emergency Management personnel may enter at any time if the need for these services arise.**

Property Owner (print): \_\_\_\_\_

Property Owner (signature): \_\_\_\_\_

Date and Title: \_\_\_\_\_

**Insurance**

**It is REQUIRED that the event promoter or property owner secure a liability insurance policy with a minimum amount of \$1,000,000 coverage for the event and list Limestone County as an additional insured to cover any damages that may occur to Public/County/State property or Right-of-Way, and/or injuries that may occur during the event, or any other activity connected to this event.**

**Event Financial and Contractual Obligations:**

Attach the following documents:

- A certified copy of the agreement between the promoter and the property owner.
- List the name and address of each performer and their agent who has agreed to appear at the mass gathering including a description of the terms of the agreement.
- Financial statement reflecting the funds being supplied to finance the mass gathering and each person supplying the funds.
- Liability insurance policy
- Indemnity Agreement and Waiver of Liability

**Participants/Attendees/Activities:**

Estimated number of participants, attendees, vendors and staff. **If the number of participants, attendees, vendors, and staff exceeds the estimate provided on the first page, the event shall be terminated immediately.**

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Please describe how the number of participants, attendees, vendors, and staff will be controlled (as not to exceed the estimated number above).

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The description of the planned activity is as follows:

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Will this be a private or public event? Private \_\_\_\_\_ Public \_\_\_\_\_

Will live music or DJ be provided? Yes \_\_\_\_\_ No \_\_\_\_\_

Will this event have any amplified sound? Yes \_\_\_\_\_ No \_\_\_\_\_

**If a mass gathering permit is approved, the applicant must cooperate with the Limestone County Sheriff's Office and any other County/State personnel to monitor noise levels.**

**Unreasonable noise may result in a violation of §42.01, Penal Code, Disorderly**

**Conduct.**

Start time for music: \_\_\_\_\_

End time for music: \_\_\_\_\_

Will there be advertising or public encouragement for this event: Yes \_\_\_\_\_ No \_\_\_\_\_

**If yes, attach copies of all flyers, documents, posters, Facebook pages, website, etc**

**If any additions and/or changes are made to the above, they must be presented to Limestone County for approval.**

**Health & Sanitation Compliance:**

*Follow the minimum standards of the Texas Administrative Code, Title 25, Section 265.3 (water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care and final site cleanup).*

Describe the steps taken to ensure that minimum standards of health and sanitation will be maintained during the gathering:

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Describe the steps taken to ensure the physical health/safety of the persons attending:

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Describe the preparation taken to provide adequate medical and nursing care:

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**Public Safety Compliance:**

Follow the minimum standards of the Texas Administrative Code, Title 37, Chapter 1, Subchapter L, Sections 1.161-1.169. No person may ride in a bed of a pickup truck or trailer under the age of 18 years old. ATV (ie 4 wheelers, side by sides, golf carts or other type of off-road vehicle must be in compliance with State Laws.

Describe how attendance will be limited to the maximum number stated in the event description above:

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Describe the preparations you will take to provide traffic control:

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Describe the steps you will take to ensure that the mass gathering will be conducted in an orderly manner:

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Describe the preparations you will take to supervise minors who may attend the mass gathering:

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**Exemptions**

Officially sanctioned event held by an Incorporated City within Limestone County or event held by Limestone County or an event held by a public school at a venue that is established specifically for events identical to the Mass Gathering, for example, a football game at a football stadium.

**Signature of Applicant**

By signing this permit application, I (we) agree to comply with the restrictions set out in this permit and all laws of the State of Texas and Limestone County.

**Signature of Applicant (Representative/Promoter named on page 1)**

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

Print

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature

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

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

Cell#: \_\_\_\_\_ Alt. Phone#: \_\_\_\_\_

Email address: \_\_\_\_\_

**NOTARY REQUIRED**

I \_\_\_\_\_ do hereby solemnly swear, under penalty of perjury, that all information provided herein is true and correct.

\_\_\_\_\_  
Signature of Claimant

Sworn to and Subscribed before me \_\_\_\_\_, Notary Public in and for the State of Texas  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(year).

Seal

\_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

Signature of Backup Applicant (Representative/Promoter named on page 1)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature

Address:

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

Cell#: \_\_\_\_\_ Alt. Phone#: \_\_\_\_\_

Email address: \_\_\_\_\_

**NOTARY REQUIRED**

I \_\_\_\_\_ do hereby solemnly swear, under penalty of perjury, that all information provided herein is true and correct.

\_\_\_\_\_  
Print Claimant Name

\_\_\_\_\_  
Signature of Claimant

Sworn to and Subscribed before me \_\_\_\_\_, Notary Public in and for the State of Texas this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year).

Seal

Commission Expiration: \_\_\_\_\_

**Signature of Officials**

This permit application must be approved and signed by an authorized representative from each of the following departments prior to submitting permit application for approval.

Approved By:

**LIMESTONE COUNTY SHERIFFS OFFICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature

Cell#: \_\_\_\_\_ Alt. Phone#: \_\_\_\_\_

Email address: \_\_\_\_\_

**EMS REPRESENTATIVE FOR THE AREA OF THE EVENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature

Cell#: \_\_\_\_\_ Alt. Phone#: \_\_\_\_\_  
Email address: \_\_\_\_\_

**LIMESTONE COUNTY OFFICE OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature

Cell#: \_\_\_\_\_ Alt. Phone#: \_\_\_\_\_  
Email address: \_\_\_\_\_

**Limestone County Commissioners Court Action**

On this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the Limestone County  
Commissioners Court hereby voted to:

\_\_\_\_\_ APPROVED, PERMIT GRANTED \_\_\_\_\_ DENY, PERMIT NOT GRANTED

X \_\_\_\_\_  
County Judge

**Indemnity Agreement & Waiver of Liability**

**Indemnification and Hold Harmless:**

The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney’s fees, arising from, or in any way related to, Participant’s participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**Severability:**

The undersigned expressly agree that the foregoing assumption of risk, release and waiver of

liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Release and Waiver:**

The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE

The County of Limestone, all elected officials, and employees, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident, or illness (including death), and/or property loss, however, caused, arising from, or in any way related to, Participant's participation in the Event, except for those caused by willful misconduct, gross negligence, or intentional torts of the above parties, as applicable.

**STATE OF TEXAS**

**COUNTY OF LIMESTONE**

I affirm that the information I have given in this document and its attachments are correct and I hereby set my hand this day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_