



ANIMAL CONTROL
APPLICATION FOR ANIMAL EXHIBIT OR RIDES

A permit is required to operate any animal exhibit or animal rides within the corporate limits of the City of Lincoln.

Please Allow At Least Two Weeks for Processing

1. **NAME OF ANIMAL EXHIBIT OR RIDES:** _____
LOCATION OF ANIMAL EXHIBIT OR RIDES: _____
TELEPHONE NUMBER AT LOCATION: _____
ZIP CODE: _____
DATE(S) OF EVENT: _____
HOURS OF OPERATION: _____

2. (a) **DESCRIPTION OF ANIMAL EXHIBIT OR RIDE:**

(b) **ATTACH PAMPHLET WHICH YOU UTILIZE IF POSSIBLE.**

3. **ANIMALS UTILIZED IN ANIMAL EXHIBIT OR RIDE:**

SPECIES OF ANIMAL:

NUMBER OF ANIMAL:

4. **PUBLIC LIABILITY INSURANCE:**

The Applicant shall maintain during the life of this permit, Public Liability Insurance, naming and protecting the City of Lincoln against claims for damages resulting from 1) bodily injury, including wrongful death, 2) personal injury liability and 3) property damage which may arise from operations under this permit whether such operations by the Applicant or anyone directly or indirectly employed by the Applicant. The insurance shall be in the form of a comprehensive general liability policy with a minimum combined single limit of \$1,000,000 aggregate for any one occurrence. The Applicant shall file a certificate of insurance with the Lincoln/Lancaster County Department of Health at the time of making application showing:

- a) A valid and effective policy or policies of insurance issued by an insurance company authorized to do business in the State of Nebraska with an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.
- b) The limits of each policy, the policy number, the name of the insurer, the effective date and expiration date of each policy, that the City of Lincoln is named as an additional insured, that the Lincoln/Lancaster County Health Department will be notified thirty days in advance of cancellation or material change to the insurance for any reason.
- c) Such insurance shall be subject to the approval of the City Attorney.
- d) Such insurance may be rejected that does not comply with this section.



ORDINANCE SUMMARY

6.04.210 PERMIT REQUIRED TO HAVE ANIMAL EXHIBIT OR RIDES. No person shall operate any animal exhibit or animal rides within the corporate limits of the City of Lincoln without having obtained a permit from the Director. Application for a permit shall be made to the Director on forms provided by the Department. Before such permit is issued, the Director shall consider the information on the application and any inspection of the business or exhibits. Upon a finding by the Director that said business or exhibit is in compliance with the permit requirements and law, and upon payment of thirty dollars, the Director shall issue said permit, subject to the following conditions:

- (a) The permit application shall sufficiently set forth the following:
 - (1) The name, address, and telephone number of the person responsible for the animal exhibit or ride.
 - (2) A description of the animal exhibit or ride.
 - (3) A listing of the number and species of animals participating in the exhibit or ride.
 - (4) The date(s), hours and location of the exhibit or ride.
 - (5) An agreement to save and keep the City of Lincoln free and harmless from any and all loss or damages, or claim for damages, including attorney's fees and litigation costs, arising from or out of the animal exhibit or ride.
 - (6) An agreement to maintain public liability insurance in the form of a comprehensive general liability policy with a minimum combined single limit of \$1,000,000 aggregate for one occurrence. The coverages required herein shall be subject to review and approval by the City Attorney for conformance with the provisions of this section.
 - (7) Provision of a current certificate of insurance attached to the application, signed by a qualified agent of an insurance company licensed to do business in the State of Nebraska evidencing the existence of valid and effective policies of insurance naming the City of Lincoln as an additional insured for the coverage required by subsection (6) of this section, the limits of each policy, the policy number, the name of the insurer, the effective date and expiration date of each policy, the deductibles or self insurance retainers of each policy and a copy of an endorsement placed on each policy requiring thirty days notice by mail to the City Clerk before the insurer may cancel the policy for any reason, and upon request of the City Attorney, a copy of any endorsements placed on such policies or the declarations page of such policies.
 - (8) A statement describing the operator's prior experience in operating the animal exhibit or ride.
 - (9) A statement describing adequate safety measures in place for both animals, spectators and the public generally including a description of the enclosure, shelter or cage provided for the animal.
 - (10) An estimate as to the number of public spectators expected to attend the exhibit or ride.
 - (11) Such other information as may be requested by the Director.

- (b) Upon consideration of the permit application, the Director may also:
 - (1) Consider whether the applicant has conformed to all permit requirements and the provisions of this chapter in any previous animal exhibits or rides.
 - (2) Include such reasonable conditions as the Director deems necessary for the preservation of the public health, safety and welfare.
- (c) Permits are not transferable from one person to another person or from one location to another location.
- (d) A permit holder shall notify the Director of any change in his operations which may affect the status of his or her permit and shall keep the Director apprised of any change in name or location of the permit holder's business;
- (e) The temporary animal exhibit or ride permit shall expire at the end of the period for which it was issued and shall not run for more than thirty days. The continuing animal exhibit or ride permit shall be valid for one year from the date of issuance and may be renewed each year upon payment of the permit fee;
- (f) Sale of any animals shall subject the permit holder to the pet shop provisions of this chapter;
- (g) The permit fee shall be waived for animal rides and exhibits sanctioned and managed by Nebraska nonprofit corporations.

Provisions of this section shall not apply to a public zoo, rodeo, livestock show, organizations sponsoring and persons participating on county fairgrounds or at Pershing Auditorium, fairs or exhibitions intended to advance agricultural events, horse-racing regulated by Nebraska state statutes, auctions performed by auctioneers licensed with the State of Nebraska, and educational institutions created by law or incorporated for that purpose.

6.04.215 BODILY CONTACT; UNLAWFUL. It shall be unlawful for any person or persons to provide for unusual carnivorous mammals under the age of one year, except domesticated dogs and cats, to be held, cradled, or grasped by the public wherein there is bodily contact for purposes of entertainment, an exhibition, show, performance, circus, or carnival.

6.04.220 INSPECTION OF ANIMAL EXHIBIT OR RIDES. The Director shall be permitted to enter at any reasonable time any animal exhibit or ride operation for the purpose of making inspections to determine compliance with Animal Control ordinances. The Director shall make as many inspections and reinspections as necessary for the enforcement of this chapter.

6.04.230 CONTINUING ANIMAL EXHIBIT OR RIDES. Notwithstanding other provisions of this chapter to the contrary, any person who certifies to the Health Director that his or her animal exhibit or ride is permanently located within the corporate limits of the City and that said animal exhibit or ride is conducted on a continuing basis throughout the year shall, upon compliance with the other provisions of this chapter, be granted, upon payment of sixty dollars, a permit which shall be valid for one year and may be renewed each year thereafter upon payment of an additional sixty dollars per year.



HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Applicant shall indemnify, defend and hold harmless the City of Lincoln, its officers, agents and employees from and against claims, damages, demands, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of an animal ride or animal exhibit by the Applicant or the Applicant's agents, servants or employees, that results in any Claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom.

Provide further, that said Applicant shall, at all times hereafter, comply with all municipal ordinances, rules, regulations, and permit conditions of the City of Lincoln.

Dated this _____ day of _____, 20____.

Witnessed: _____
Applicant

Legal Capacity if representing an Organization

Witness