

Rush County Health Department
COVID 19 Event Plan Outline
INSTRUCTIONS STAGE BLUE

Overview

Special or seasonal events scheduled to occur on or after July 23, 2020, and where the total attendance is expected to exceed 250 individuals, must have an event plan approved by local health officials before proceeding.

- **Please note you must also follow event venue capacity limitations set by the Governor. Events should not exceed 250 people. Event venues can be at 100% capacity when all other requirements can be followed such as masks, social distancing etc.**

Instructions

Event organizers must develop and submit to the local health department a written plan outline the steps to be taken to mitigate against COVID19. Each plan must address the following issues:

Capacity Limits: Please follow Governors guidelines of 250 people for events during stage BLUE. Venue capacity can be at 100% if you can follow other guidelines.

Guest Information: You must submit a guest list to the Rush County Health Department. (not applicable for outdoor sports) You may hold on to this list, but the Health department may ask for it after the event. Identifying the appropriate information to be provided to guests to stay home if sick or part of a vulnerable population, engage in social distancing, increase handwashing, etc:

Staff, Patron and Volunteer Screening: Identifying measures to be taken to appropriately screen staff and volunteers for COVID19 symptoms. (Please advise patrons they shouldn't attend if not well or haven't been well in the last 48 hours)

Social Distancing Measures: Identifying measures to be employed to ensure attendees engage in social distancing such as use of multiple entrances, designated seating, one way flow of attendees, ground markings, etc.

Increased Sanitation: Outlining steps to be taken to ensure the event space is appropriately cleaned and sanitized, that high touch areas have increased cleaning, and that additional handwashing or hand sanitizing is available:

Face Coverings: Acknowledge that face coverings are **still required in Rush County even in the Blue stage.**

Compliance: Identifying the number of event staff or volunteers who will be available and sufficient to monitor and ensure compliance with the approved plan and other Executive Order directives.

Monitoring & Enforcement: Event planners **must** have a sufficient event staff or volunteers present during the event to monitor and ensure compliance with the approved plan and other Executive Order directives. It is the event holder's responsibility to enforce this outline. Failure to do so may be subject to local and or state fines and consequences.

Disclaimer

The creator and provider of this document does not assume any responsibility for any consequence of using this document. This document has been prepared for informational purposes and is not intended to (a) constitute legal advice (b) create an attorney-client relationship (c) be advertising or a solicitation of any type. Each situation is highly fact specific and requirements vary by situation and therefore any party should seek legal advice from a licensed attorney in the relevant jurisdictions.

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addition to all information Company receives from others under an obligation of confidentiality (individually and collectively "Confidential Information").

(b) Freelancer acknowledges that the Confidential Information is the Company's sole, exclusive and extremely valuable property. Accordingly, Freelancer agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any Confidential Information without Company's prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, except to Company employees and Freelancer Employees who need to know such Confidential Information in order to perform the Services. Freelancer shall require such Freelancer Employees to execute a non-disclosure agreement satisfactory to the Company before such Freelancer Employee is exposed to any Confidential Information. Upon termination or expiration of this Agreement for any reason, Freelancer agrees to cease using and to return to Company all whole and partial copies and derivatives of the Confidential Information, whether in Freelancer's possession or under Freelancer's direct or indirect control, including any computer access nodes and/or codes, and to arrange for the return of such materials by all Freelancer Employees.

(c) Freelancer shall not disclose or otherwise make available to Company in any manner any confidential and proprietary information received by Freelancer from third parties. Freelancer warrants that its performance of all the terms of this Agreement does not and will not breach any agreement entered into by Freelancer with any other party.

4. Indemnification / Release:

(a) Freelancer agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Freelancer or any Freelancer Employee in the performance or failure to fulfill any Services or obligations under this Agreement.

5. Insurance and Other Requirements:

(a) Freelancer warrants that it will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability and errors and omissions or professional liability insurance covering all of its Services. Company shall be listed as an additional named insured and/or as an additional loss-payee under such policies.

(b) Freelancer shall provide to the Company copies of all policies required to be maintained, and a Certificate of Insurance indicating said coverage shall be provided to Company upon request.

(c) Freelancer also warrants and represents that it has properly classified all of its workers, has and will maintain all required licenses and certifications.

6. Termination:

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon 14 business days written notice.

7. Independent Contractor:

(a) Company and Freelancer expressly agree and understand that Freelancer is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Freelancer acknowledges that Freelancer and Freelancer's Employees are not eligible for any Company benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Freelancer is not the agent of Company and is not authorized and shall not have the power or authority to bind Company or incur any liability or obligation, or act on behalf of Company. At no time shall Freelancer represent that it is an agent of the Company, or that any of the views, advice,

statements and/or information that may be provided while performing the Services are those of the Company.

(b) Freelancer is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. Freelancer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

8. General:

(a) This Agreement does not create an obligation on Company to continue to retain Freelancer beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) Freelancer hereby agrees that any breach of Section 3 by Freelancer will cause irreparable harm to Company and that in the event of such breach or threatened breach, Company shall have, in addition to any and all remedies of law and those remedies stated in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of Freelancer's obligations hereunder.

(c) Freelancer hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

(d) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

(e) All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

Signature

Date

Local Health Department Approval:

Signature

Date