

**BOROUGH OF FOREST CITY
KENNEDY PARK SPECIAL EVENT PERMIT
(Please bring this permit with you on the day of your event)**

This Permit, dated this ____ day of _____, 20____ issued by the Borough of Forest City, hereinafter called the Borough, and issued to _____ (print) hereinafter called the Applicant.

ACTIVITY DATE: _____ TIME: _____ to _____.

The fee for each space is a non-refundable donation per week.

WHEREAS, the Borough is the owner of the real estate know as Kennedy Park.

WHEREAS, the Borough Council has adopted regulations requiring a permit for the following activities:

- A. Displaying any advertising signs or other advertising matter.
- B. Operating for advertising purposes any musical instrument, soundtrack or drum.
- C. Hold public assemblages of 25 or more people.
- D. Conduct exhibitions.
- E. Display and/or sell merchandise as described in the "Market Application"
- F. Distribute information for clubs, sports teams, recreational groups, health & local organizations, etc.

WHEREAS, the Applicant desires to exercise certain non-exclusive rights and privileges for the purposes and on the dates contained in the attached application.

1. Assurances. By granting such permit the Borough does not:
 1. Extend any assurance that the premises are safe for any purpose;
 2. Confer upon such person the legal status of an invitee or licensee to whom a duty of care may be owed;
 3. Assume responsibility for or incur liability for any injury to persons or property caused by an act of omission of such persons.
2. Services – The Applicant acknowledges that the Borough may grant some services including without limitation, water, sewer, electric, maintenance, etc., to the Applicant.
3. Fitness for a Particular Purpose – The Borough has not inspected the premises regarding its fitness for its intended uses by Applicant or for any other purpose. The Applicant understands that this Agreement grants use of the property in its existing, as is, condition.
4. Indemnity, Liability and Loss or Damage. The Borough shall not be liable to Applicant or Applicant's agents, employees, guests, invitees, patrons or to any person claiming by, through or under Applicant for any injury to person, loss or damage to property, or for loss or damage to business, occasioned by or through the acts or omissions of Applicant or Applicant's agents, employees, guests, invitees, patrons, to the extent the Borough is not prevented by law from contracting against such liability. Applicant shall indemnify the Borough, its principals, partners, members, agents, beneficiaries, and employees and save them harmless from all suits, actions, damages, liabilities, and expenses relating to the loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises or Applicant's use and occupancy thereof.

If the Borough shall, without fault on its part, be made party to any action commenced by or against the Applicant, the Applicant shall indemnify, protect and hold the Borough harmless and shall pay all of the Borough's costs and expenses associated therewith, including, without limitation, reasonable attorneys' fees.

5. Legal Use. The Applicant will not occupy or use, nor permit any portion of the premises to be occupied or used for any purpose other than the Permitted use specified in this Permit, nor for any business or purpose which is unlawful in part or in whole or deemed to be disreputable or hazardous in any manner.

6. Cleaning and Repairs. The Applicant will, at the Applicant's own cost and expense, keep the Premises in sound condition, good repair, free from trash and rubbish and shall clean, repair or replace any damage or injury done to the Premises or any part thereof by Applicant or Applicant's employees, agents or invitees. The Applicant shall at termination of this Agreement, by lapse of time or otherwise, deliver up said Premises to the Borough in as good condition as it was as of the time of possession. Nothing in this paragraph shall prohibit the Borough from seeking additional amounts or damages from the Applicant for the Applicant's default under this paragraph.

7. Attorneys' Fees. In case the Applicant defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Agreement, and the Borough places the enforcement of the Agreement, or any part thereof, in the hands of an attorney or files suit upon the same, the Applicant agrees to pay any and all of the Borough's costs and expenses associated therewith, including, without limitation, reasonable attorneys' fees.

8. The Applicant shall be bound by all park rules and regulations, all applicable ordinances, and this permit. In addition to any other remedy at law or equity, violations may result in immediate revocation of this Permit. The Applicant hereby waives all claims, damages and causes of action against the Borough as a result of the revocation of this Permit.

(Vendor's signature)

(Parks & Rec. Representative)

(Print vendor's name)

(Print Representative's name)

Date

Market dates covered by this waiver:

