



TOWN OF NORTH EAST

106 South Main Street • P.O. Box 528 • North East, Maryland 21901-0528
410/287.5801 • 410/287.8267 Fax • www.northeastmd.org

Mayor
Robert F. McKnight

Commissioners
Eric B. Braley
Hilary A. Crothers-Moore
Michael Kline
Paul A. Stark

Administrator
Melissa B. Cook-Mac Kenzie

Dear Event Organizer:

Thank you for your interest in holding your special event/festival at the North East Community Park. In this packet you will find all the information that you need to begin your permit application process. In the following pages you will find:

- Special Events & Festivals Leasing Policies
- A map of the park showing the areas available for lease
- A Special Events & Activities Application
- Sample lease agreement
- Acknowledgement of Receipt of Policies

Should you choose to pursue using the North East Community Park for your event you will need to sign the acknowledgement of receipt of the Special Events & Festivals Leasing Policies which states you have been provided with a copy of the policies, as well as complete the application, provide a site plan and transportation plan (if required by the policies), and submit a payment for the security deposit and rental fees with your application.

Once your completed application has been received, it will be reviewed by the Town's Special Events Committee. The Committee may need to speak with you about specifics of your application, if that is the case you will be contacted to schedule a meeting.

Please allow two weeks from the date your application is received for it to be reviewed. If you have any questions about the policy or fees please contact Ken Natale at knatale@northeastmd.org. We look forward to reviewing your submission and working with you to make your event happen at the North East Community Park.

Sincerely,

Stephanie Racine-Dean
Head Clerk



Special Events & Festivals Leasing Policies

North East Community Park

It is the intent of the Mayor & Commissioners of the Town of North East to preserve public access and use of the North East Community Park while when appropriate allowing private use of the park when it is in the public's interest. These policies govern the leasing of the North East Community Park for special events and festivals.

I. Special Events Committee

- a. There is a Special Events Committee which is charged with reviewing applications for special events and festivals.
- b. The Committee is composed of the following Town officials:
 - i. Chief of Police
 - ii. Director of Finance and Administration
 - iii. Director of Planning and Zoning
 - iv. Head Clerk
 - v. Maintenance Supervisor
- c. The Committee will review all applications and may meet with event organizers.
- d. If the event is a new event, the Committee will review the application and make either a favorable or unfavorable recommendation to the Mayor and Commissioners. The Mayor and Commissioners will then vote to approve or deny the event.
- e. If the event is a repeat event – has taken place at the North East Community Park in any two of the prior three years and was originally approved by the Mayor and Commissioners before the first event – the Committee may approve or deny an application at their discretion.
 - i. If the Committee decides to deny the application, applicants may appeal the decision to the Mayor and Commissioners at the next regularly scheduled meeting.

II. Scheduling

- a. Special events and festivals will be scheduled on a first come first served basis.
- b. Special events and festivals may not be placed on the official town calendar until a complete application and all applicable fees are paid. Once the application and fees are paid, a temporary hold will be placed on the requested dates if they are available until the Special Events Committee meets to review and approve the application, and the Mayor and Commissioners approve the application (if applicable).

- c. Applications must be submitted and fees paid no later than sixty (60) days prior to an event. No application for a special event or festival shall be accepted where the requested date is less than sixty (60) days in advance.
- d. The leasing season runs from April through October each year.
- e. There shall be no more than two events per month, and there must be one weekend between events, not counting weekends held as rain dates.
- f. The park may be leased for a maximum of 20 days during the season for all events.

III. Event Areas

- a. The North East Community Park is divided into three zones.
 - i. Zone 1 – Parking area between Walnut and Cherry Streets on the east side of the park including the Gilbert Lighthouse Pavilion to the South, and the grassy area between Walnut Street and the Cherry Street Access Road. Parking areas include, both sides of Walnut Street and the parking lot in front of the Upper Bay Museum.
 - ii. Zone 2 – Cherry Street Access Road from the gate at Cherry Street to the second trash can south of the pier, and from the north edge of the Access Road to the water.
 - iii. Zone 3 – Area south and west of the Gilbert Lighthouse Pavilion on the East to the water on the north, west, and south, including the playground, bathrooms, Benjamin, Crouch and Levy pavilions and walking path as well as parking areas adjacent to the playground.
- b. Zone 3 will not be leased for private events unless the event organizer can show at least two (2) of the following:
 - i. Event organizers will not charge an entrance fee to the event,
 - ii. Closing the entirety of the park is required for public safety, or
 - iii. The event has historically drawn more than one thousand five hundred (1,500) people.
- c. Zone 3 may not be rented if the Town has previously issued a pavilion permit for any of the pavilions prior to the submission of the completed applications and fees.
- d. The Town allows for private vendors to operate at the North East Community Park those vendors shall retain their right to operate in their designated areas during events and festivals. The designated areas for those vendors are not subject to leases of the Community Park and event organizers must ensure they are not impeded from their ability to conduct business.

IV. Site Plan

- a. Event organizers will be required to submit a site plan with their application of how they intend to use the zone(s) they are renting. This site plan is subject to review and approval by the Committee.

V. Transportation Plan

- a. Event organizers will be required to submit a transportation plan if the expected attendance for the event exceeds 250 people.

VI. Overnight Security

- a. Event organizers are responsible for providing security for privately owned equipment prior to and after an event. The Town of North East will not be liable for damage related to vandalism or theft of equipment left overnight at the North East Community Park.
- b. Event organizers may contract with the Town of North East to provide sworn police officers for security at the rate currently in effect.

VII. Leasing Times

- a. Leases for Special Events and Festivals shall run from 5:00 PM the evening prior to an event through 10 AM the morning after an event, event organizers and their staff shall have full unimpeded access to the zone(s) which have been leased.

VIII. Leasing Fees

- a. The following fees are in effect for leasing the North East Community Park for a Special Event or Festival for one to three days (not including allotted set-up and clean-up time under VII above) are as follows:
 - i. Zone 1 - \$400 per event
 - ii. Zone 2 - \$100 per event
 - iii. Zone 3 - \$500 per event
- b. Special Events and Festivals lasting longer than three days will be charged a \$100 fee per day over the 3 days, not including allotted set-up and clean-up time under VII above.
- c. Events organized by a registered 501(c)(3) corporation or an agency or instrumentality of the federal, state or local government will not be charged for leasing Zone 1 only. Zone 2 and Zone 3 will be assessed a fee of 50% of the fees established in VIII(a) each per event.
- d. Leasing fees are due at the time of application, no application will be reviewed or dates reserved until fees are paid.
- e. If an event permit is denied, all fees paid will be refunded to the event organizers. If an event organizer withdraws their application at least sixty (60) days prior to an event all fees will be refunded to the event organizer. If an event organizer withdraws their application thirty (30) days prior to an event 50% of the fees will be refunded. If an event organizer withdraws their application less than thirty days before an event no fees will be refunded. If

an event is canceled by the Town due to an event organizer failing to meet any requirements set forth in the policies, no refund for event fees will be given.

IX. Security Deposit

- a. All event organizers will be required to submit a \$1,000 security deposit at the time of application, no application will be reviewed or dates reserved until the security deposit is paid.
- b. At the conclusion of the event, after inspection of the park by the Town's Maintenance Department, the security deposit will be returned.
 - i. The costs of any repair work above normal wear and tear, will be deducted from the security deposit. Any charges in excess of the deposit will be billed to the event organizer and they will be barred from using the North East Community Park for future events until the bill is paid.

X. Public Safety Charges

- a. If an event requires a police, emergency services, or other public safety personnel presence at an event either as required by (b) below or at the request of event organizers, police coverage will be arranged by the Chief of Police either with North East Police Officers (rate established by the Town) or sworn officers from allied agencies, emergency medical technicians, paramedics, firefighters and apparatus at the rate established by those agencies.
 - i. All fees for public safety charges must be paid 30 days in advance of an event. Failure to pay the public safety charges will result in an event being canceled.
- b. A police presence shall be required by the Town of North East for any event that meets at least one of the following criteria:
 - i. Event serves alcohol
 - ii. Expected attendance exceeds 250 people

XI. Maintenance Charges

- a. When scheduling permits, event organizers may request the services of the Town's Maintenance Department to assist with the set-up/clean-up of an event. Those services will be billed in hourly increments at the rate established by the Town. Any portion of an hour will be billed as a full hour.
- b. Maintenance services must be requested in advance, and if available, the estimated cost must be paid ten (10) days in advance. If actual charges exceed the estimate due to the work taking longer than anticipated, the difference will be deducted from the event's security deposit.

XII. Garbage & Recycling

- a. Event organizers are solely responsible for collecting and disposing of all garbage and recycling in accordance with state and local law.

- b. Recycling at special events and festivals is mandatory. Event organizers must place a recycling bin next to every trash receptacle.

XIII. Portable Toilets

- a. Event organizers must provide portable toilets for any event where attendance is expected to exceed 100 people, and are solely responsible for contracting with a licensed vendor for providing them.

XIV. Alcohol

- a. In general alcohol is prohibited in the North East Community Park.
- b. If an event organizer intends to serve or sell alcohol they must obtain special permission from the Mayor and Commissioner every year and they must obtain a license from the Cecil County Liquor Board.

XV. Insurance

- a. All event organizers must provide a certificate of insurance with the Town of North East named as an additional insured in an amount of at least one million dollars (\$1,000,000) with respect to personal injury or death and at least five hundred thousand (\$500,000) for property damage.
- b. Event organizers shall indemnify the Town and hold the Town harmless and at the Town's option agrees to defend it from any and all claims, actions, damages, liability and expense, including attorney's fees and other professional fees in connection with any loss of life, personal injury, other damage to any property arising from or out of occupancy or use of the North East Community Park.

XVI. Correspondence and Payments

- a. All correspondence and payments related to Special Events and Festivals should be mailed to: Town of North East, PO Box 528, North East, MD 21901-0528 Attn: Special Events Committee

XVII. Agreement

- a. All potential event organizers will be provided a copy of the Special Events Festivals Leasing Policies and will be required to sign an acknowledgement of receipt as part of the application process.
- b. If events are approved, event organizers will be required to sign a lease agreement in a form approved by the Town's legal counsel.
 - i. Signed leases must be returned to the Town no later than 30 days prior to an event or the event will be canceled by the Town.

ACKNOWLEDGEMENT OF RECEIPT OF POLICIES

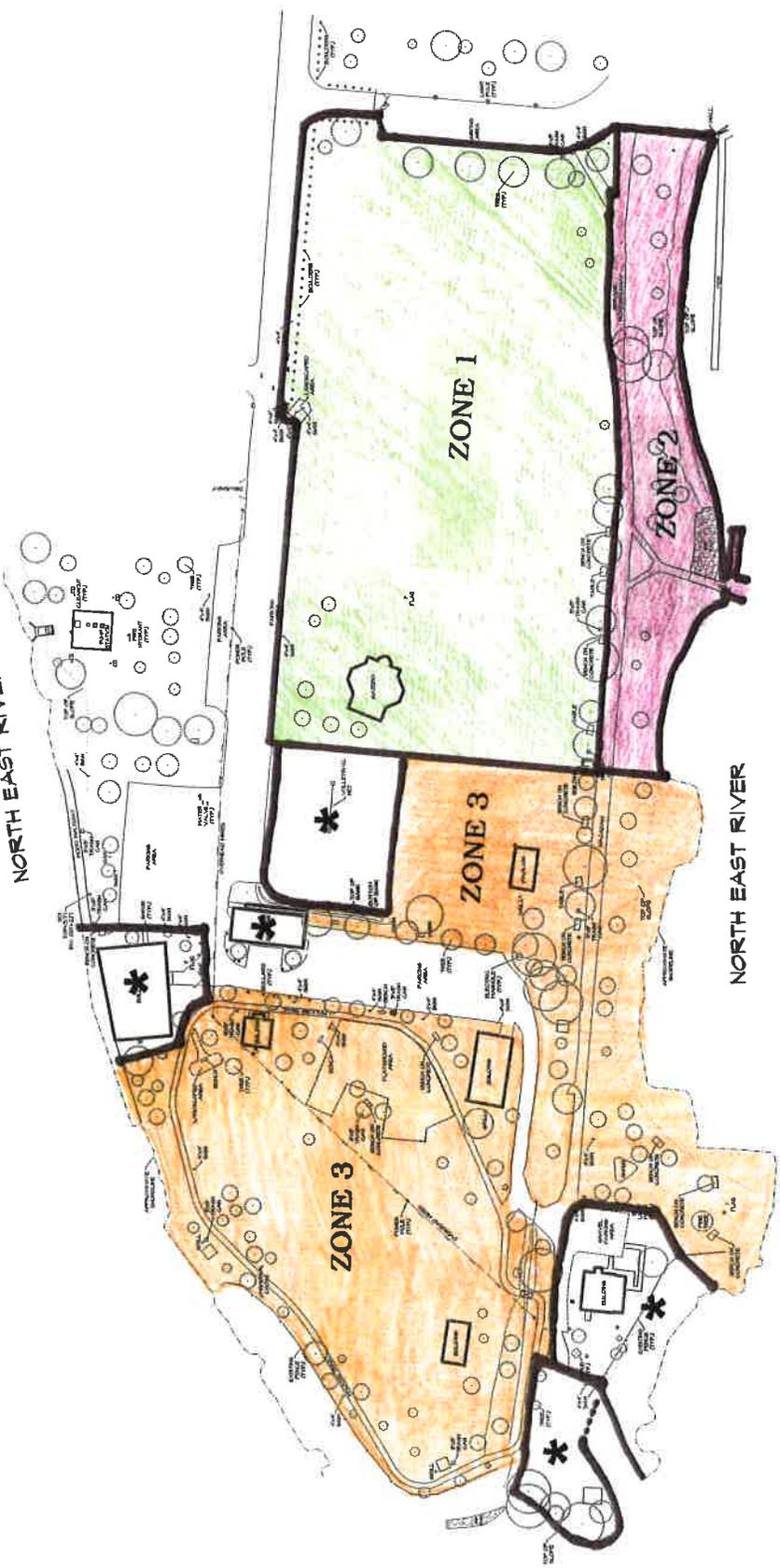
I the undersigned do acknowledge that I have received and read the Special Events & Festivals Leasing Policies-North East Community Park and that by submitting an application packet I agree to the terms set forth in those policies including payment due dates, refund of fees and deposit, and that failure to meet the deadlines will result in my event being denied a permit or if a permit has already been issued that permit will be revoked.

Signature Date

Printed Name

Event Name

NORTH EAST RIVER



NORTH EAST RIVER

CNA
 engineers, surveyors & landscape architects

Civil Engineers • Land Surveyors • Landscape Architects
 Planners • Geotechnical Engineers • Environmental Engineers
 215 Bynum Road
 Forest Hill, Maryland 21050
 Phone (410) 879-7200 • Fax (410) 838-1811
 E-mail: cnamail@cna-engineers.com

**NORTH EAST
 COMMUNITY PARK**

HALIBUT STREET
 TOWN OF NORTH EAST
 5TH ELECTION DISTRICT
 CECIL COUNTY, MARYLAND

Drawn: SAW Date: 2/2/15 Scale: 1"=100' Job No: 09058

* AREA NOT SUBJECT TO LEASE



North East Community Park Lease Agreement

THIS LEASE AGREEMENT, made this 28th day of May, 2016, by and between the Mayor and Commissioners of the Town of North East (hereinafter referred to as "Lessor") and EVENT ORGANIZER'S NAME (hereinafter referred to as "Lessee").

WITNESSETH that in consideration of the rental below specified and of the covenants hereinafter stipulated, the Lessor agrees to lease ZONE 1, 2 & 3 of the premises situated at Walnut Street, North East, Cecil County, Maryland, and known as the "North East Community Park" (hereinafter referred to as "Town Park") as indicated on the attached map exclusive the buildings and areas indicated on the attached map as "NOT SUBJECT TO LEASE" or zones not indicated above as having been leased, to be used and occupied by the Lessee for the purposes of a NAME OF EVENT for a term of 1 day beginning on the 18th day of July, 2015 and ending on the 18th day of July, 2015 for the rental of RENTAL FEE. Receipt is hereby acknowledged by the Lessor of the rental in advance.

The parties hereby further agree and covenant as follows:

1. The Lessee may not assign this Lease or sublet any part of the premises without the written consent of Lessor.
2. The Lessee hereby agrees to keep the entire premises in good repair and at no time will permit the accumulation of trash or debris on the street, water front or any other location on the leased premises.
3. Lessee further shall comply with all laws, ordinances, rules and regulations of the Town and any other all governmental authorities with regard to this event.

4. The Lessee agrees to carry and maintain at its own expense public liability insurance with respect to the premises to afford protection of limits for each occurrence of not less than One Million (1,000,000.00) Dollars with respect to personal injury or death and Five Hundred Thousand (500,000.00) Dollars with respect to any property damage. The Lessee shall also maintain to the extent required by law any workmen's compensation or similar insured in the forms and amounts required by law. The Lessee further agrees to name the Lessor as an additional insured upon Lessee's public liability policy and to evidence same fifteen (15) days prior to event. Failure to provide said evidence will be grounds for the Town to revoke this Agreement.

5. The Lessee shall and does hereby indemnify Lessor and hold Lessor harmless and at Lessor's option agrees to defend it from any and all claims, actions, damages, liability and expense, including attorney's fees and other professional fees in connection with any loss of life, personal injury, other damage to any property arising from or out of the occupancy or use by the Lessee of the premises or any part thereof, occasioned wholly or in part by any act or omission of Lessee, its officers, agents, contractors, employees or invitees. The Lessee also agrees to indemnify and hold Lessor harmless against any costs or claims arising from Lessee's violation or alleged violation of any other law or applicable regulation.

6. The Lessor shall not be responsible or liable to Lessee or those claiming by, through or under Lessee for any loss or damage which may be occasioned by or through the acts of omission of persons occupying the premises or any part of the premises for any loss or damage resulting to Lessee where there is claiming by or through or under Lessee or their property.

7. The Lessee hereby accepts the premises in "as is" condition. The Lessee shall be responsible at its expense to repair any damage to the premises caused by bringing into the leased premises any property for Lessee's use, or by the installation and removal of such property, or damage caused by Lessee, its concessionaires, officers, employees, licensees, contractors, or invitees.

8. The Lessee shall be responsible to pay any and all charges for water, sewer and electricity used by Lessee during the lease of the premises.

9. The Lessee shall be responsible for obtaining any licensing and permits needed in connection with the business and/or activities to be conducted on the leased premises and for maintaining the property so that it continues to qualify under applicable regulations for its intended purpose as set forth above. Lessor agrees to execute any documents which shall be required in order for Lessee to obtain any necessary permits or licenses for the business and/or activities.

10. The Lessee shall have access to the premises for preparation of its business and/or activity at 5:00 PM the day prior to the rental period and shall have access to the premises until 10:00 AM the day after said rental period for the purpose of clean up and restoration. The Lessor agrees that it will have the Town Park area mowed and in its usual condition at the time Lessee begins its preparation and gains access.

11. The Lessee will provide for fire and medical assistance personnel to be present at the event and/or activity.

12. The Lessee shall be responsible to provide to Lessor a summary of all activities proposed for the use including but not limited to the proposed parking plan, security plan, site plan, traffic plan, lighting plan and refuse removal plan of the premises at least 30 days in

advance of the use of the premises. The Town shall review said summary and determine what additional personnel, including police personnel, will be necessary for the activity.

13. The Lessee will pay the leasing fee of \$AMOUNT Dollars payable with the execution of this lease agreement.

14. The Lessee shall reimburse the Town for any expenses which the Town incurs as a result of the rental, including but not limited to the payment for additional police protection or the payment for any additional costs to the Town for other personnel determined to be needed by the Town. The Lessee agrees to provide the Lessor with a deposit in the amount of One Thousand Dollars and 00/00 (\$1,000.00) Dollars. If the deposit fails to cover expenses associated with the Lessor providing police personnel, other personnel or other additional expenses, the Lessee hereby agrees that it will pay any balance within five (5) days of receipt of an invoice for said services.

15. If Lessee has filed for and received a special exception from the requirements of the Noise Ordinance, music or other loud noise shall cease at 9 p.m.

16. Lessee agrees there will only be one point of entry into the Town Park with said access being controlled so that alcoholic beverages and coolers containing alcoholic beverages are not permitted in the area.

17. Lessee will provide a recycling receptacle immediately adjacent to each trash receptacle, ensure that all recycling receptacles are clearly distinguished from trash receptacles by color or signage, and ensure that all recyclable materials deposited into the recycling receptacles at the special event are collected for recycling. Cecil County may require the organizer of a special event that provides for recycling to report to the County on recycling activities in a manner determined by the County.

18. INSERT ALCOHOL PROVISIONS IF REQUIRED

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease the day and year herein written.

WITNESS:

MAYOR AND COMMISSIONERS OF THE
TOWN OF NORTH EAST

BY: _____ (SEAL)

WITNESS:

LESSEE

BY: _____ (SEAL)

REVISED 02-12-2016

SAMPLE



**Special Events
and
Special Activities
Application**

106 South Main Street, North East, Maryland 21901

Telephone: (410) 287-5801

Fax: (410) 287-8267



Special Events and Special Activities Application

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Town of North East
Special Events and Special Activities Application
 106 S. Main St., North East, MD 21901
 Telephone: (410) 287-5801 Fax: (410) 287-8267

Please type or print clearly all information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization: _____

Name of Event Organizer for Sponsoring Organization: _____

Applicant Name (complete when Event is NOT association with an Organization or Agency): _____

Address: _____ Town: _____ State: _____ Zip: _____

Daytime Phone: () _____ Evening Phone: () _____ Fax: () _____

E-Mail: _____ Web Page: _____

Manager *on site* day of event: _____ Cell Phone: () _____

SPECIAL EVENT INFORMATION

Type of Event: _____

Purpose of Event: _____

Title of the Event: _____

Event Date(s): _____ Rain Date (if applicable): _____

Is this an annual event? Yes/No If Yes, how many years have you been holding this event? _____

Estimated Daily Attendance: _____

Locations of Event (Please list all Public and Private Areas): To assist with the review of this application please provide as much detail as possible.

Private Area/Property(s): _____

(Attach letter of consent from Private Property Owner)

Public Area(s): _____

If the North East Community Park is included above, please indicate if the request also includes the following:

YES	NO		YES	NO	
___	___	Benjamin Pavilion (1)	___	___	Crouch Pavilion (1)
___	___	Gilbert Lighthouse Pavilion (1)(2)	___	___	Levy Pavilion (1)

(1) No person shall staple, nail or affix in anyway anything to the Pavilion.
 (2) No food or drinks permitted on the Pavilion .

Set Up Date: _____ Set Up Time: _____ AM/PM to _____ AM/PM
 Clean Up Date: _____ Clean Up Time: _____ AM/PM to _____ AM/PM

EVENT FEATURES

All event features are subject to the approval of the Town. Additionally, certain event features such as alcohol will require additional permits from the Town and/or County. Please indicate below if the following features pertain to your event. If you answer Yes, please provide additional information as requested below (such as the number, quantity, size, etc.). If you have hired a contractor, etc. state the name of the contractor and/or company. Please feel free to use additional pages if necessary.

ALCOHOL

Service: Are you requesting permission to SERVE beer or wine at your event? _____ Yes _____ No
Sale: Are you requesting permission to SELL beer or wine at your event? _____ Yes _____ No

YES NO
 ___ ___
 Are you requesting permission to serve, sample or sell Food and/or Beverages?
 Detail: _____

If food will be cooked in the event area please specify method:

___ Gas ___ Electric ___ Charcoal ___ Other: _____

YES NO

___ ___ Will **Vendors** be present? (organizations and businesses that may sell or advertise product and/or services to event participants)
Detail: _____

___ ___ Will your event have **Tables and/or Chairs**?
Number of: _____
Table Sizes: _____

___ ___ Will your event have **Booths, Exhibits, Displays and /or Enclosures**?
Number of: _____
Sizes: _____

___ ___ Will your event have **Tents and Canopies**?
Number of: _____
Sizes: _____

___ ___ Will your event have **Scaffolding, Bleachers, Platforms, Grandstands or Related Structures**?
Number of: _____
Sizes: _____

___ ___ Will your event feature **Vehicles and/or Trailers**?
Number of: _____

___ ___ Will your event have **Stages**?
Number of: _____
Size: _____

___ ___ Will your event include the use of **Portable Toilets**?
Number of Portable Toilets: _____
Number of Handicap Accessible Portable Toilets? _____
Number of Hand Washing Stations? _____
Company Providing: _____
Telephone Number: _____

___ ___ Will your event include the use of **Dumpsters**?
Number of: _____
Size: _____
Company Providing: _____
Telephone Number: _____

___ ___ Will your event include the use of **Trash Cans**?
Number of: _____
Size: _____

___ ___ Will your event include the use of **Recycling Containers**?
Number of: _____
Size: _____

YES NO

___ ___ Will your event include the use of **Barricades**?
Number of: _____
Size: _____

___ ___ Will your event include the use of **Generators**?
Number of: _____
Description: _____

___ ___ Will your event feature **Music or Entertainment (Live or Otherwise)**?
Detail: _____

___ ___ Are you requesting permission to have **Amplified Sound**?
Hours of Amplified Sound: _____
Describe Sound System: _____
Describe purpose for Amplified Sound: _____

___ ___ Will your event feature **Inflatable Devices and/or Amusement Rides, Climbing Walls**?
Number of: _____
Description: _____

___ ___ Will your event include the installation of **Fencing**?
Description: _____
Location: _____

___ ___ Are you requesting permission to use **Electricity**?
Describe Needs: _____
Duration of Need: _____

___ ___ Will your event feature **Animals and/or an Exhibition or Petting Zoo**?
Description: _____

TRANSPORTATION PLAN

Provide a transportation plan that explains how participants and spectators will get to and from the event. Explain in detail where participants and spectators will parking during the event.

Detail: _____

YES NO

Shuttle Buses - will shuttle buses be provided for the Event? If Yes, how many buses? _____

Company Providing: _____

Telephone Number: _____

Describe shuttle bus route and frequency of stops. Include when the shuttle bus will begin and end.

Street Closure(s) - will you be requesting to close a public street or public way (including sidewalks, cross walks or street crossings)?

Street Name Street Closure Begins (state time) Street Re-Opens (state time)

Street Name Street Closure Begins (state time) Street Re-Opens (state time)

Street Name Street Closure Begins (state time) Street Re-Opens (state time)

Parking Lot Closure(s) - will you be requesting to close a public parking lot?

Parking Lot Name Parking Lot Closure Begins (state time) Parking Lot Re-Opens (state time)

Parking Lot Name Parking Lot Closure Begins (state time) Parking Lot Re-Opens (state time)

Parking Lot Name Parking Lot Closure Begins (state time) Parking Lot Re-Opens (state time)

SECURITY PLAN AND SERVICES

Lighting - describe how you will handle providing lighting for the event: _____

Security - describe the events on-site security services: _____

First Aid - describe the events on-site first aid services: _____

Volunteers/Staff - describe how many volunteers and or staff will be on the grounds during the event. Also, describe the means of communication between the volunteers and or staff: _____

ADVERTISING AND MARKETING

Please list all methods by which your event will be advertised: _____

Web Page Link: _____

Face Book Link: _____

TOWN SERVICES AND/OR PERSONNEL

Please indicate and describe in detail what Town services are needed and please be specific (state purpose; number of personnel needed; hours, etc.):

Police Department: _____

Maintenance Department: _____

Other (describe): _____

SITE PLAN AND DETAILS OF EVENT LAYOUT

A Site Layout to Scale is required for the overall event layout as well as any separately fenced areas such as beer/wine gardens or other contained areas. The Site Layout should include but not be limited to sources of amplified sound and direction of sound; point of entry, exits, proposed activities, on-site parking, location of dumpsters, portable toilets, lighting plan, location of on-site emergency communications and services.

Will an entrance fee be collected Yes _____ No _____

INSURANCE REQUIREMENTS

Insurance Company and Agent Information: _____

Applicant will be required to carry and maintain at its own expense public liability insurance with respect to the premises to afford protection of limits for each occurrence of not less than One Million (1,000,000.00) Dollars with respect to personal injury or death and Five Hundred Thousand (500,000.00) Dollars with respect to any property damage. The Applicant shall also maintain to the extent required by law any workmen's compensation or similar insured in the forms and amounts required by law. **The Applicant further agrees to name the Town as an additional insured upon Applicant's public liability policy and to evidence same fifteen (15) days prior to event. Failure to provide said evidence will be grounds for the Town to revoke this Application.**

The Applicant shall hereby indemnify the Town and hold the Town harmless and at Town's option agrees to defend it from any and all claims, actions, damages, liability and expense, including attorney's fees and other professional fees in connection with any loss of life, personal injury, other damage to any property arising from or out of the occupancy or use by the Applicant of the premises or any part thereof, occasioned wholly or in part by any act or omission of the Town, its officers, agents, contractors, employees or invitees. The Applicant also agrees to indemnify and hold the Town harmless against any costs or claims arising from the Applicant's violation or alleged violation of any other law or applicable regulation.

The Town shall not be responsible or liable to the Applicant or those claiming by, through or under the Applicant for any loss or damage which may be occasioned by or through the acts of omission of persons occupying the premises or any part of the premises for any loss or damage resulting to the Applicant where there is claiming by or through or under the Applicant or their property.

[Intentionally Left Blank]

INCLEMENT WEATHER

The Town reserves the right to cancel or relocate an event due to poor weather and/or turf conditions prior to or on the day of the event that may cause excessive damage to the North East Community Park property.

Please note this application is for informational use only. Town Board approval is required prior to the North East Community Park Lease Agreement being issued for execution. The Town of North East retains the right to request additional information prior to Town Board approval and to require additional Town services as deemed warranted by the Chief of Police and other Town Departments.

You may be required to apply for additional permits from County or State Authorities depending on the nature of your event (s) (i.e. alcohol, gambling, fireworks, etc.). No Lease Agreement will be executed until all additional permits have been submitted to the office of the Town Administrator.

The Town reserves the right to deny any permit upon its sole discretion. We provide no exclusive use of Public Domain.

The event organizer is responsible for and will bear all costs related to the event which includes among other things policing, cleaning and restoring Town property upon conclusion of the event or activity and will reimburse the Town for any such costs incurred by the Town.

AFFIDAVIT OF APPLICANT

Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the policies and rules and regulations listed on this application as they pertain to the requested usage. By signing this application, the applicant agrees to follow all rules and regulations. The permit, if granted, is not transferable and is revocable at any time at the absolute discretion of the Town.

Event Organizer for Sponsoring Organization

Date