

## Permit to Consume Alcoholic Beverages on City of Salisbury, MD Property One Day License

Applicant/Organization

Activity Description

Location of City owned property (Address or description)

Date(s)

Time(s)

## \*\*\*\*\*\*

Pursuant to authority granted to me by Section 9.08.105 of the Salisbury City Code, I, John R. Heath, Acting Mayor of the City of Salisbury, do hereby grant the aforementioned organization permission to consume alcoholic beverages on the City-owned property requested and at the designated date(s) and time(s) listed above. Such permission is contingent upon the Applicant agreeing to be responsible for the following:

1) Placing barricades and snow fence (or suitable substitute) around the perimeter of the area within which alcohol can be consumed;

2) Placing adequate signs on the barricades and throughout the area to advise their clientele that the consumption of alcohol outside the barricaded area is not permitted;

3) Insuring that emergency vehicles can have access to the area identified above throughout the hours during which this area is barricaded;

4) If required, providing insurance, with the City named as additional insured, in the following amounts: Commercial General Liability: General Aggregate \$2,000,000; Each Occurrence \$1,000,000; Fire Damage \$300,000; Medical Expense \$10,000, and providing proof of same to the City seven (7) days prior to the event;

5) Obtaining all necessary alcohol permits;

6) Adhering to all State laws and local ordinances and acting to ensure that all participants at event obey all such laws and ordinances;

7) Keeping the area to be fenced clean and in good repair;

8) Removing all improvements, material, equipment and trash upon conclusion of the event, and restoring the area to original condition, normal wear and tear accepted within a reasonable period of time;

- 9) Refrain from interfering with routine or emergency activities of City agencies; and
- 10) Refrain from interfering with neighboring businesses and residences.

In granting this permit it is also understood that if the Applicant shall violate any of the foregoing covenants on its part herein made, the City shall have the right, without formal notice, to cancel this permit and all consumption of alcohol on the city owned property must cease immediately.

**WAIVER:** The Permit Holder and/or group agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind for, and by reason of any act or omission of said licensee and/or group. Additionally, the licensee further accepts the rental area "AS IS" and releases, discharges and waives the City from any and all rights of action, either legal or equitable, which he has or ever may have against the City by reason of use of the said rental area, excepting only any such injury or damage resulting from the willful acts of the City.

I am familiar with and agree to all policies which regulate the use of the rental area and have made the participating members of our group familiar with the same. I accept responsibility on behalf of the group for the activity described in this agreement

Representative Name	_	Signature
Printed Title	_	Date
ATTEST:		
Kimberly R. Nichols, City Clerk		John R. Heath, Acting Mayor
Date		Date
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