



PERMIT AGREEMENT

FOR USE OF PATRIOTS PARK GAZEBO

This use agreement is hereby entered into by and between _____
(Event Producer)

and the City of Kings Mountain for the following uses, based upon the following conditions and requirements:

1. Purpose of use: _____
(No "for profit" events allowed)
2. Date of use: _____
3. Time of use: Set up: _____
 Event start: _____
 Event end: _____
 Departure: _____
4. Estimated number of participants: _____
5. FEE SCHEDULE: (*check/money order made payable to "City of Kings Mountain"*)
 - ❖ Birthday parties, small gatherings (3 hours or less) - \$50.00 user fee; \$50.00 refundable deposit.
 - ❖ Non-profit organizations must submit proof of non-profit status. (6 hours or less) **NO user fee**; \$100.00 utility power fee for power located on the Gazebo. Use of external temporary power drops \$100.00 for each station. Limited use of 220 power outlets - \$150.00 per outlet.
 - ❖ Patriots Park Restrooms - \$150.00 user fee. \$150.00 refundable deposit



PERMIT AGREEMENT – PAGE TWO

Deposits are non-refundable if event is cancelled one week prior to planned usage. Usage is based on availability.

The permitted user agrees to the responsibility of the following:

- ❖ To leave the Gazebo free from debris and trash after the completion of use, both to be in the same condition that it was prior to the beginning of the use of the area or premises.
- ❖ No adhesive tape of any kind can be used for decorations or signage at the Gazebo. Overhead eye hooks can be used, if necessary.
- ❖ Rotary Splash Pad cannot be reserved for a private function. The clock and chimes will be turned off per request of applicant.
- ❖ No tents or canopies allowed.
- ❖ No open flame or grilling allowed.
- ❖ No inflatables allowed.
- ❖ No Food Trucks allowed.
- ❖ The user assumes the responsibility for any and all claims, damages or other actions arising out of the use of the facility or area permitted to be used; and further agrees to indemnity and hold the City of Kings Mountain free and harmless from any such actions or claims.
- ❖ That upon request, the user shall provide proof of coverage for insurance or bonding to cover liabilities which might result as a result of the use of the area or facility to be used
- ❖ That the use of the facility or area shall be subject to the Code of Ordinances for the City of Kings Mountain, the North Carolina General Statutes and such policies and procedures of the Special Events Department especially as to **alcoholic beverages, drugs, gambling, firearms, etc.** All events are subject to approval by the City Manager.
- ❖ Any set-up time or clean-up time will be prorated and deducted from the deposit if not paid in advance.
- ❖ **ALL FEES MUST BE PAID AT LEAST TWO (2) WEEKS PRIOR TO THE EVENT! THE DEPOSIT MUST BE PAID AT THE TIME OF BOOKING.**



KINGS MOUNTAIN
 — NORTH CAROLINA —
Living. Elevated.

PERMIT

THIS THE _____ DAY OF _____, 20____.

NAME OF USER: _____
 (Please print name)

ADDRESS: _____

CITY	STATE	ZIP CODE
------	-------	----------

TELEPHONE: _____

AUTHORIZED REPRESENTATIVE: _____

I have read, received and agree to comply with the rules and regulations for use of the Gazebo at Patriots Park.

 Signature of authorized representative

DATE: _____

APPROVED BY: _____
 City of Kings Mountain
 Special Events

RETURN TO: Special Events Office
 City of Kings Mountain
 P. O. Box 429
 Kings Mountain, NC 28086

FOR OFFICE USE ONLY

FEE PAID - AMOUNT: _____ CHECK #: _____ DATE RECEIVED: _____

DEPOSIT - AMOUNT: _____ CHECK #: _____ DATE RECEIVED: _____

POST EVENT:
 _____ Gazebo is free from trash & debris _____ All decorations removed

DEPOSIT REFUNDED _____ DEPOSIT RETAINED _____

REASON: _____



INDEMNITY AND HOLD HARMLESS AGREEMENT

Event Producer agrees to indemnify and hold harmless City of Kings Mountain, and their agents and employees, from and against all claims, including those arising out of strict liability, for damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising from use of facility, which is 1) from personal or bodily injury, illness or death, or from property damage, including loss of use, and 2) caused in whole or in part by Event Producer's negligent act or omission or that of a worker, or that of anyone employed by them, or participating in the event or for whose acts event holder, worker or participants may be liable. This indemnification and agreement shall apply in all instances whether City of Kings Mountain is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Name of Event Producer: _____ Organization: _____

Address: _____ Phone number: _____

Email address: _____ Signature: _____

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____