



VILLAGE OF PHOENIX
455 Main Street
Phoenix, NY 13135

**Facilities Use – Large/Special
 Event(s) Permit(s)**

3. Fee/ Deposit. The Fee and any required Deposit payable to the Village of Phoenix for the event shall be payable by cash, check or money order to the Village Clerk not less than ten (10) days prior to the event. The (Security/Damage) Deposit shall be refunded to Permittee only upon full completion of cleanup of the entire site not later than fourteen (14) hours following an evening event, or six (6) hours following a day event ending before 5:00 p.m., or same may be retained by the Village.

4. Approved Event Plan. An Event Plan consisting of a plot plan (may be hand sketched) shall be provided to the Village Administrator not less than ten (10) days prior to the event showing the proposed location of facilities, areas intended for exclusive use (to the exclusion of park patrons) and areas specifically intended for park patron use (which may include common usage by event patrons as long as not suggestive of, nor otherwise effecting exclusive use) and written details of the event (#'s of guests; names, contact information for vendors, NYS Liquor Authority licensure and insurance particulars, security, parking, traffic control, etc. as applicable). The plan shall include, amongst other things, a description and location of all refuse and recyclables, third party operations incidental or subsidiary to the permitted use, and toilet, port-a-potty or similar facilities. Approval of the Event Plan is specifically a condition precedent to the effectiveness of this permit.

To the extent this permit is for the use of public park facilities, or facilities within which others may have an interest, the undersigned acknowledges that the Village is not unconditionally permitting the exclusive use of such facilities. As such, Permittee's rights hereunder shall, notwithstanding grant of this permit, be at all times subject to the rights of any other interest holders and the public.

To the extent the Event Plan is not implemented as proposed, this may result in non-issuance or revocation of the permit, termination or early termination of the Event, and/or imposition of an additional fee prior to, during or following the event for services required to be provided by the Village in order to maintain public safety (including police protection), order and/or cleanliness.

5. Permittee's Responsibilities. Permittee shall be solely responsible for the conduct of all of its and its vendors, employees, agents, guests and invitees' activities on or nearby the permitted site during the duration of the event and hereby acknowledges and agrees that the release and indemnification, defense, hold harmless provisions hereunder shall apply regardless of the presence of Village or other law enforcement. As such, Permittee shall nevertheless be responsible for maintaining order, preventing vandalism, breach of the peace and similar and disturbance, and for violation of any applicable laws, including the Village Code. Permittee shall be solely responsible for cleanup of the site following the Event including the removal of all trash, refuse, recyclables and restoration of any damage to the property occurring during the Event within the time period described at paragraph 3 of this Rider. Notwithstanding any specific provisions hereof, the Permittee shall nevertheless be required to abide by all Village and other applicable laws, rules and regulations and to ensure that those within its control and/or otherwise subject to (a) subordinate agreement(s) with the Permittee, its agents, contractors, guests, invitees and the like shall likewise abide by same.

6. Indemnification /Release Provisions Confirmed. The agreement of Permittee to release and indemnify, defend and hold harmless the Village of Phoenix is hereby extended to those other parties named as additional insured's, as required hereunder, and is expressly confirmed to include all claims, liabilities, suits, damages and the like arising from any and all acts or omissions, whether or not negligent or wrongful, of the Permittee, its contractors, vendors, agents, it's or any of their employees or subcontractors or any of their guests and/or invitees. If required by Village at Paragraph 7 of this Rider, Permittee shall be solely responsible for securing any required releases, indemnification-hold harmless agreements and/or evidence of insurance coverage's from its vendors or other persons or entities conducting Event subsidiary or support activities. This requirement notwithstanding, the securing of same shall not diminish, or relieve Permittee from its responsibilities hereunder.

7. Modified Additional Conditions (shall be typed in as part of this form or if handwritten shall be initialed by authorized representative of Village and Permittee). _____

The undersigned is an authorized representative of the individual or organization named herein, and is over 21 years of age and has read this form and agrees to comply with the terms herein and to ensure the compliance of its organization, guests, invitees, vendors and contractors.

 [ORGANIZATION(S)/INDIVIDUAL(S)]

By: _____

Name: _____

Title: _____