



CITY OF MARLBOROUGH
APPLICATION AND PERMIT FOR USE OF PUBLIC PROPERTY

Please type or print return a completed copy of the Application to the Mayor's Office. This application will be reviewed by City officials, which will determine whether any permits, licenses, inspections, and/or police details will be required. All requests for changes or cancellations must be submitted in writing 48 hours prior to the event.

DATE APPLICATION FILED: _____

A. Name of sponsoring organization _____

Address _____ City _____ State _____ Zip _____

On-site contact person _____

Please List Area Codes and Phone Numbers (Work) _____ - _____ - _____ (Cell) _____ - _____ - _____

Please provide email address: _____

B. Event Type _____

Event Name _____

C. Date(s) of event _____ **Hours of event** _____

D. Detailed description of event or activity _____

E. Location of event (accurately describe the public property, including streets, sidewalks, water, parks and/or other land where the Sponsor would like to hold the event)

F. Estimated number of people expected to be involved _____

G. Is your event open to the general public? YES _____ NO _____

H. Estimated number of vehicles (boats, cars/pickups, snowmobiles, bikes, motorcycles, etc.), if any:

Expected _____ Specify type _____

Estimated number of people and/or vehicles needed by sponsor to administer the event _____

I. Check off all that will be used: Portable Toilets Tents Grill Electrical Generators

Other: _____ Will you need electricity? YES NO

I. Special Events Fees to be charged, if any _____

J. Will food or beverages be served? YES _____ NO _____

K. Will alcohol be served? YES NO

If YES, will it be sold, as in a concession stand? YES _____ NO _____ Name of Vendor: _____

K. The following conditions are agreed to by the Sponsor in the above described activity:

1. The Sponsor agrees to hold harmless and indemnify the City of Marlborough ("City"), its officers, agents, departments, commissions, boards, and employees from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of the negligence, misconduct, error or omission of the Sponsor or any officer, agent, member, or employee of the Sponsor.
2. The Sponsor agrees to provide proof of insurance, if required by City officials, and such insurance must be approved by the City's Legal Department. In addition, the Sponsor will require participants in activities presenting a high risk of injury to sign or, in the case of minor children, present signed waivers of liability prior to participating in the event. SPECIAL EVENT INSURANCE AND WAIVER REQUIREMENTS will become part of the Permit granted by the City, and Sponsor will secure and maintain said coverage and/or waivers for the duration of the Permit.
3. Neither the City nor any of its employees shall be responsible for damages to property or injury to any person arising out of the permitted activity or incident thereto.
4. The Sponsor is responsible for taking all necessary precautions for the health and safety of the participants and spectators, which includes but is not limited to compliance with all applicable local, state, and federal laws and regulations.. The Sponsor agrees that it will contact the Massachusetts Office on Disability at 617-994-6000 (Boston Office) or 508-799-8010 (Worcester Office) if it has any questions concerning accessibility.
5. The Sponsor shall bear the cost of any services that may be required from City employees.
6. The Sponsor shall clear the grounds, remove equipment, and restore the site to its original condition by the end of the day on which the event is completed.
7. The Sponsor will make no charges for special services rendered other than charges which are reasonable. These charges may be for such event services as insurance, reserved seating, food concessions, event programs, and entrance fees for contestants. City officials may require the Sponsor to pay the City a percentage of any fees collected by the Sponsor for the event. Prior to the approval of a Permit, any and all charges related to the event must be agreed upon in writing between the Sponsor and the City.

L. The Sponsor fully understands and acknowledges that it must adhere to the above mentioned conditions. Violation of the provisions and conditions of the Permit may result in its revocation and/or denial of future permits.

The following signature signifies agreement to the conditions specified above.

Sponsor Signature: _____
(Must be signed by person with authority to sign)

Date: _____

INDEMNIFICATION AGREEMENT

_____, (hereinafter "applicant") agrees to indemnify, protect, defend and hold harmless the City of Marlborough ("City"), its Mayor and Council members, officers, employees, attorneys and agents from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including taxes, special charges by others, for loss, injury, damage to person or property in whatever form, claims and demands for damages or loss for infringement of copyright, for libel and slander, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "losses") arising, directly or indirectly, in whole or in part, out of the special event and related activities performed by the applicant, its agents, employees, and/or representatives within the City, except as may result from the gross negligence or willful misconduct of the City of Marlborough, its Mayor and Council members, officers, employees, attorneys and agents. Nothing contained herein shall be deemed to be a waiver by the City of any governmental immunity that applies to the City, its employees, agents or contractors.

Authorized Signature

Date: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, (as _____ for _____,) proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Signature

SEAL

DO NOT WRITE BELOW THIS SECTION – FOR CITY USE ONLY

SPECIAL EVENT INSURANCE AND WAIVER REQUIREMENTS

The Sponsor shall not engage in the organized event without securing the following insurance coverage, if required, and having said coverage approved by the City of Marlborough’s Legal Department. If the planned event involves 100 or more boats, or participants, or the event is determined to involve high risk of injury to participant or others, liability insurance will be required. **Check mark(s) below indicate if liability insurance and waivers will be required.**

Commercial General Liability Insurance or equivalent form with a limit of not less than **\$1,000,000** each occurrence, including the City of Marlborough as an additional insured. If such insurance contains a general aggregate limit, it shall apply separately to this Permit or be not less than three time the occurrence limit. **A Certificate for the above insurance shall be attached to this document and shall be subject to the City’s approval.** The insurer shall state in its Certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to the City.

Liability Waiver: All adult participants shall sign a Waiver of Liability, Indemnification and Medical Release. Minor children must have a signed waiver from parent or guardian before participating. Sponsor is responsible for securing forms from participants. **A copy of the Waiver of Liability Form to be used by the Sponsor shall be attached to this document.** A completed waiver for each participant must be submitted to the City within five (5) days of completion of the Event. The waivers will be kept with the permit for one year.

The City’s approval or acceptance of above certificate of insurance or waivers shall in no way release or relieve the Sponsor from any responsibility, liability or obligation. All insurance policies and Certificates shall be issued only by companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the City. It shall be the Sponsor’s responsibility to keep the coverage current and in force for the duration of the Permit. Samples of liability waivers acceptable to the City are available from the City’s Legal Department.

REVIEW AND APPROVAL

(The Mayor’s Office will distribute this Application to City officials for review. The Mayor’s Office will inform the Applicant of any licenses, permits, inspections, police details the Applicant must obtain. Final approval is subject to Applicant’s request for, and receipt of, any licenses, permits, inspections, police details or other that may be required by City officials).

Commission/Department / Head Signature: _____	Date: _____
Police Department Representative Signature: _____	Date: _____
Dept. of Public Works Representative Signature: _____	Date: _____
Recreation Department Director Signature: _____	Date: _____
Building Department Representative Signature: _____	Date : _____
Fire Department Representative Signature: _____	Date: _____
Board of Health Representative Signature: _____	Date: _____
Director of Public Facilities Signature: _____	Date: _____
Legal Department Signature: _____	Date: _____

Special Conditions: (To be completed by City officials or included by separate attachment.)

APPROVAL

TO BE COMPLETED BY MAYOR’S OFFICE

APPROVED: _____	PERMIT # _____	ISSUED BY: _____
DENIED: _____	DENIAL REASON: _____	DATE: _____