

## SPECIAL EVENT PERMIT

SPECIAL EVENT PERMIT for the \_\_\_(EVENT NAME)\_\_\_ on \_(DATE)\_by and between \_\_\_(EVENT ORGANIZER)\_\_\_ (hereafter "Licensee") and the City of Parkville, Missouri (hereafter "City"),

WHEREAS, Licensee has asked to utilize certain property of the City for certain limited purposes described herein; and

WHEREAS, per the Guidelines for Events in Parkville, the City may grant unto Licensee permission to use City property, hereafter known as the "Permitted Property".

NOW, THEREFORE, LICENSEE AND CITY, IN EXCHANGE FOR THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

1. Permit. The City grants to Licensee a Special Event Permit to use the Permitted Property requested in the approved Special Event Application for the purpose/s described in the approved Special Event Application. The Approved Special Event Application is attached as **Exhibit 1**.
2. Term of Permit: The permit shall be for a term of **One Day**; beginning at **7:30 a.m. on March 27, 2015 ending at 2 p.m. on March 27, 2015**.
3. Compliance: Licensee agrees to comply with all applicable federal, state, and local laws. Licensee agrees to abide by all applicable portions of the Guidelines for Events in Parkville which are supplemental to Parkville Municipal Code.
4. Limitations: Use of the Permitted Property of the City of Parkville shall be limited to the purpose described in the Approved Special Event Application and no other. Licensee shall not alter or manipulate the Permitted Property in any way. Licensee shall not authorize any other person or entity to use the Permitted Property or shall it have the right to assign this permit to any person without the express written consent of the City.
5. Indemnity: As a condition to this permit, Licensee agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees, from and against all claims, losses and liabilities, from personal injuries, including death, and property damage, to any person arising out of the use authorized by the permit on City property by Licensee, its employees, agents, contractors, invitees or other persons, notwithstanding any possible concurrent negligence on the part of the City, its officers, agents and employees. This indemnification obligation shall include the obligation to indemnify, hold harmless and defend City from and against any third party claims of any employee or contractor of Licensee and any user of the licensed premises, who also has a claim against Licensee, and also against any subrogation claims for recovery of benefits paid or furnished.
6. Insurance: Licensee shall secure and maintain, at its expense, through the duration of the event, Commercial General Liability Insurance on an occurrence basis with minimum limits specified in the Guidelines for Events in Parkville.

7. Notices: All notices required by this Permit shall be in writing, and unless otherwise directed by this Permit, shall be sent to the addresses as set forth in this Section:

To the City: City of Parkville  
Attn: Assistant to the City Administrator  
8880 Clark Avenue  
Parkville, MO 64152  
[tblakeslee@parkvillemo.gov](mailto:tblakeslee@parkvillemo.gov)

To the Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Entire Permit: This permit contains the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this permit shall be effective unless in writing specifically referring to, and signed by both parties.

9. Applicable Law and Venue: This permit shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, the parties agree that venue shall be properly had only in the State Circuit Court for Platte County, Missouri.

10. Injunctive Relief: Per the Guidelines for Events in Parkville In the event the Licensee fails to comply with the provisions of this permit, the Licensee agrees that it will not oppose any action taken by the City to prohibit the improper or unauthorized use of the Permitted Property.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS PERMIT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Title:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Assistant to the City Administrator**

\_\_\_\_\_

**Public Works Director**

**Police Chief**

Permit Number: \_\_\_\_\_