

Event Date \_\_\_\_\_

**TOWN OF FAIRPLAY, COLORADO**

Application/Approval Form for use of Public Space for Special Events

*\*Permit fee is \$10 per half day (less than 4 hrs), \$20 for Full day, payable to The Town of Fairplay*

Date of Application: \_\_\_\_\_

**1. Application for (please check applicable box)**

- Cohen Park     Cohen Park Pavilion     Fairplay Beach     Fairplay Cemetery  
 Front Street  
 Other \_\_\_\_\_

Organization/Group Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email \_\_\_\_\_

Alternate Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**2. Date(s), Time(s) and Nature of Use of Public Space and/or Recreation Area**

Date(s) of Use: \_\_\_\_\_

Time(s) of Use: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

The space may be used by the Applicant only on the date(s) and time(s) specified and only for the specified purpose.

- Will vendors be selling products (food or merchandise)? If yes, please attach a Vendor List.

The Vendor List must include ALL participating vendors, even those who hold a Town of Fairplay Business License. Vendors not shown on this list are not authorized to participate in the event. The Event Producer is responsible for providing this information to each participating vendor, and paying the per vendor fee to the Town for those vendors not holding a Town of Fairplay Business license.

Will any vendors be selling food? If yes, please contact the County Health Department for appropriate licensing. The Event Producer is responsible for all necessary food licensing requirements.

Are you requesting to hang a banner/advertising the event? If so, please submit Banner Permit, and contact the Town of Fairplay to verify availability.

Is a parade planned? If yes, please attach a map of route and designated street closures.

NOTE: If your parade route or street closure will cross a state highway, the Town, on your behalf, must obtain written approval from the Colorado Department of Transportation (CDOT) prior to presenting your request to the Town Board of Trustees for approval. Please allow for this approval process and submit requests in a timely manner. Contact Troop Commander, Captain Jack Cowart, for a special events permit for crossing SH9, 719-276-7441.

Will alcohol be served? If so, you must obtain a Special Event Liquor License for the Town of Fairplay, 719-836-2622, a minimum of 30 (thirty) days prior to the event.

### **3. Payment of Costs**

The Applicant hereby agrees to pay the Town upon request, or within 30 days thereafter, the actual costs incurred by the Town in providing any additional municipal services that may be required as a result or which shall arise from the Applicant's use of the space. Such costs may include any regular or overtime salaries for Town personnel, and the use of the Town equipment and fuel for such equipment.

### **4. Insurance**

The applicant shall pay for and provide public liability and spectator's insurance in the following amounts: **at least \$150,000 per occurrence/\$600,000 per aggregate occurrence**. The Town of Fairplay must be included as a named insured on your insurance policy, and a loss payable clause must be received prior to the event. Such coverage must be in full force and effect throughout the entire time Applicant uses the space. If, for any reason, the required insurance is not in full force and effect on the dates and times specified in Paragraph 1 of this Agreement, the Town's permission to use the space shall be deemed to have been revoked and the Applicant shall not be permitted to use the space. Evidence of the required insurance shall be filed with and approved by the Town Administrator at least **one-week prior to the commencement of the Applicant's use of the space.**

### **5. Conduct of Applicant**

Applicant shall see that all members, guests, participants, spectators and others shall act in a responsible manner at all times while using the Space, and the special event sponsored by the Applicant shall be held in such a manner so as to cause the least amount of disturbance to those persons residing near the Space and to minimize the damage to public property.

**6. PARKING**

Event Producer understands and agrees that parking must be designated and a parking plan must be submitted to the Town thirty (30) days prior to the event for approval. The Town may require that the Event Producer provide parking lot attendants based on the size of the event. Parking on grass is prohibited.

**7. TRAFFIC**

Event Producer is responsible for traffic control and flow. This includes all traffic control devices (i.e. flaggers, signs and cones). Event Producer is responsible for providing adequate shuttle service as to not impede the flow of traffic. Please make an appointment with the Fairplay Chief of Police prior to development of your traffic plan. Event Producer understands that the Town must approve any traffic plan prior to development of any traffic plan, at least thirty (30) days prior to the event.

**8. SECURITY**

Event Producer agrees to furnish and pay for adequate police or security officers as directed by the Town to police or patrol above stated event.

**9. ELECTRIC POWER**

Grounds are rented where is, as is. The Event Producer must pay for usage of electrical power. Event Producer must arrange with Xcel Electric Company to have the meter read before and after the event to determine the correct amount to be paid. Extension cord specifications are as follows: 50 ft. chord must be no less than 12 gauge wire and 60 ft. cord must be no less than 10 gauge wire.

**10. LIABILITY**

The Event Producer hereby agrees to indemnify, save, defend and hold harmless the Town and their officers, agents, servants, and employees from any and all claims, causes of action, and suits accruing or resulting from any damage, injury or loss to any person or persons or personal property, including all persons to whom the Event Producer may be liable under any workmen's compensation laws, and the Event Producer himself, and from any laws, damage, causes of action, claims or suits or damage, including but not limited to loss of property, goods, wares, merchandise, or livestock caused by or arising out of, or in any way connected with the exercise of the Event Producer's privileges herein.

**11. WASTE AND SANITATION**

Applicant understands that the Town of Faiplay will arrange for sufficient waste containers and port-o-pots are available for the number of event attendees. Applicant shall assume all costs for these waste containers and port-o-pots.

**12. DAMAGES**

Applicant hereby assumes financial responsibility for all damages done to the public property during the time Applicant use Space, and Applicant agrees to pay for any damages done to public property during such usage.

**13. REVOCATION OF PERMIT**

This permit may be revoked at any time by the Town.

**14. AUTHORITY**

The undersigned person represents and warrants to the Town and he/she is fully authorized to execute this Permit on behalf of the Applicant.

It is understood that the Applicant will be required to meet with the Town of Fairplay, prior to application approval.

Applicant

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Signature Date

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**TOWN USE ONLY**

Date Fee Paid \_\_\_\_\_

Cash     Check    Check # \_\_\_\_\_    Amount \_\_\_\_\_

Proof of Insurance

Date application was referred to departments for comment \_\_\_\_\_

Date "Approved Form" mailed to Applicant \_\_\_\_\_

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

Town Administrator Date

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

Police Date

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

Public Works Date

Department Comments/Concerns:

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