



APPLICATION FOR A SPECIAL EVENT OR FESTIVAL
(WITHIN THE DOWNTOWN BUSINESS OVERLAY DISTRICT)

Date of Application _____ Attach Fee in the amount of \$ _____

Name of Applicant _____

Address _____

Telephone # (____) _____

Name of Organization Sponsoring the Event _____

Is this organization a bona fide non-profit? (501(c) 3) Y _____ N _____

(If yes, attach appropriate proof of non-profit status)

Dates the event is to be held. (Limited to 3 successive days) _____

Hours the event will begin and terminate _____

Describe the nature of the Event, including the location. _____

Approved by City Manager _____ Date _____

Waiver of Liability and Hold Harmless Agreement

This Waiver of Liability and Hold Harmless Agreement is entered into by and between _____ a (type of organization) _____ hereinafter, "Promisor", and the City of Hogansville, Georgia, on this _____ day of _____, _____, in Hogansville, Georgia.

Recitals

Promisee desires to hold a special event or festival in the Downtown Business Overlay District of the City of Hogansville, Georgia on _____, and requests that the City of Hogansville, Georgia issue a permit for that purpose. The intent of this agreement is to indemnify, waive all liability and hold harmless the City of Hogansville, Georgia from any and all claims arising from such issuance of a permit.

Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, Promisor and the City of Hogansville, Georgia agree as follows:

Promisor will indemnify, waive all liability and hold harmless the City of Hogansville, Georgia, its elected officials, employees, agents, successors and assigns from any and all liability, claims, actions, demands and causes of action, including all costs of defense and attorney's fees incurred in defending against same arising from and related to issuance of said permit and the conduct of said special event or festival.

The City of Hogansville, Georgia shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment and in such event Promisor shall indemnify and hold harmless the City of Hogansville, Georgia for any such claims paid, including reasonable attorney's fees incurred from such claim.

In the event any claim or suit is brought against the City of Hogansville, Georgia within the scope of this agreement Promisor shall pay for legal counsel chosen by the City of Hogansville, Georgia to defend against same.

In the event either Party files suit in a court of law to interpret or to enforce the terms of this Agreement, the Party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret of to enforce the terms of this Agreement.

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

In signing this Agreement, Promisor acknowledges and represents that they have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it

voluntarily as their own free act and deed. No oral representations, statements or inducements, apart from the foregoing written agreement have been made.

This Agreement shall be interpreted under the laws of the State of Georgia.

For the City of Hogansville:

City Manager, City of Hogansville, Georgia

For the Promisor:

Signature _____

Name and Title _____
