



**\*\*\*PERMIT AGREEMENT\*\*\***

(FOR USE OF KINGS MOUNTAIN WALKING TRACK PARK AND NEISLER STAGE)

This use agreement is hereby entered into by and between \_\_\_\_\_

And the City of Kings Mountain for the following uses, based upon the following conditions and requirements:

1. Purpose of use: \_\_\_\_\_

2. Date of use: \_\_\_\_\_

3. Time of use: Set up: \_\_\_\_\_

Event start: \_\_\_\_\_

Event end: \_\_\_\_\_

Departure: \_\_\_\_\_

4. Estimated number of participants: \_\_\_\_\_

5. FEE SCHEDULE: *(check/money order made payable to "City of Kings Mountain")*

- ❖ Birthday parties, small gatherings (50 or less people and 2 hours or less use) - \$50.00 user fee; \$50.00 refundable deposit.
- ❖ Weddings and/or receptions (over 50 people and 4 hours or less use) - \$150.00 user fee; \$150.00 refundable deposit.
- ❖ Large gatherings (over 100 people and 6 hours or less use) - \$300.00 user fee; \$300. Refundable deposit

6. Services to be provided by the Main Street – Special Events Department: (If any; if none – N/A)

\_\_\_\_\_  
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**CONDITIONS AND REQUIREMENTS:**

That the permitted user agrees to the responsibility for the following:

- No multi-day events allowed.
- To leave the Walking Track and Stage free from debris and trash after the completion of use. Both to be in the same condition that it was prior to the beginning of the use of the area or premises.
- The user assumes the responsibility for any and all claims, damages or other actions arising out of the use of the facility or area permitted to be used; and further agrees to indemnity and hold the City of Kings Mountain free and harmless from any such actions or claims.
- That upon request, the user shall provide proof of coverage for insurance or bonding to cover liabilities which might result as a result of the use of the area or facility to be used. The attached Hold Harmless and Indemnity Agreement must be signed.
- That the use of the facility or area shall be subject to the Code of Ordinances for the City of Kings Mountain, the North Carolina General Statutes and such policies and procedures of the Special Events Department especially as to **alcoholic beverages, drugs, gambling, firearms, etc.** All events are subject to approval by the City Manager.
- If food service is provided, applicant must contact the Cleveland County Health Department, Environmental Health Division (704-484-5130).
- **COMPLETED APPLICATION AND ALL FEES MUST BE PAID AT LEAST TWO (2) WEEKS PRIOR TO THE EVENT! THE DEPOSIT MUST BE PAID AT THE TIME OF BOOKING.**



**\*\*\*PERMIT\*\*\***

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NAME OF USER: \_\_\_\_\_  
(Please print name)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
CITY STATE ZIP CODE

TELEPHONE: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

I have read, received and agree to comply with the rules and regulations for use of the Walking Track and Stage.

\_\_\_\_\_  
Signature of authorized representative DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ RETURN TO: Main Street – Special Events  
City of Kings Mountain City of Kings Mountain  
Main Street – Special P. O. Box 429  
Events Kings Mountain, NC 28086

**FOR OFFICE USE ONLY**

\_\_\_\_\_ Walking Track is free from trash & debris

\_\_\_\_\_ All decorations removed

DEPOSIT REFUNDED \_\_\_\_\_ DATE MAILED \_\_\_\_\_

DEPOSIT RETAINED \_\_\_\_\_

REASON: \_\_\_\_\_

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

Event Producer agrees to indemnify and hold harmless City of Kings Mountain, and their agents and employees, from and against all claims, including those arising out of strict liability, for damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising from use of facility, which is 1) from personal or bodily injury, illness or death, or from property damage, including loss of use, and 2) caused in whole or in part by Event Producer's negligent act or omission or that of a worker, or that of anyone employed by them, or participating in the event or for whose acts event holder, worker or participants may be liable. This indemnification and agreement shall apply in all instances whether City of Kings Mountain is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Name of Producer: \_\_\_\_\_ Organization: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Email address: \_\_\_\_\_ Signature: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_