

TOWN OF OLATHE
PRIVATE PARTY ALCOHOLIC BEVERAGE CONSUMPTION
TEMPORARY REVOCABLE PERMIT
PERMIT FEE \$30.00 • REFUNDABLE DEPOSIT \$100.00

“Permittee” (name of group or individual) _____

Contact person _____

Mailing Address _____

Phone number _____ E-mail address _____

Facility Requested Olathe Community Park Pavilion Town Park Community Center

Purpose of Rental _____

Date _____ Times _____

<u>Office Use Only</u>			
Permit Fee _____	Date Received _____	Payment Type <input type="checkbox"/> Cash	<input type="checkbox"/> Check # _____ <input type="checkbox"/> CC
Deposit _____	Date Received _____	Payment Type <input type="checkbox"/> Cash	<input type="checkbox"/> Check # _____ <input type="checkbox"/> CC
Insurance Certificate Received Date _____			

1. The Town of Olathe, Colorado hereby grants ("Permittee") a revocable permit for Private Party Alcoholic Beverage Consumption as stated in Town of Olathe Ordinance NO. 9-2-5 subject to the conditions set forth herein.

Permittee agrees to indemnify and hold harmless the Town of Olathe, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Permit, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Permittee, or any employee of the Permittee, or which arise out of any worker's compensation claim of any employee of the Permittee. The Permittee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Permittee, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. The Permittee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

2. Permit is valid only at Olathe Community Park Pavilion, Olathe Town Park or Olathe Community Center.
3. Permittee hereby agrees to waive any claim against the Town, its officers or employees for damage to Permittee's persons or property arising out of this Permit, the exercise of rights granted under this Permit, or the use of the public property granted herein by the Town.

4. Permittee shall maintain and use the public property at all times in conformity with Town ordinances, regulations and other applicable laws and keep it in a safe and clean condition and allow no nuisance to be created by virtue of the Permit. Permittee shall not construct any buildings or improvements upon the public property, unless prior written approval of the Town is given for the structure.
5. The Town may revoke this permit at any time as deemed appropriate at the Town's discretion. In such event all property of the Permittee shall be removed at Permittee's expenses and pre-existing conditions restored.
6. The following conditions shall also apply:
 - a. Permittee agrees to pay permit fee of \$30.00 and refundable deposit of \$100.00 fees as stated in this agreement and Permit MUST BE displayed at rented location.
 - b. Permittee agrees to be familiar with and abide by the State of Colorado laws and liabilities associated with the consumption of alcoholic beverages. Please review state statutes.
 - c. NO SALE OF ALCOHOL PERMITTED. This permit is issued to a private party only with attendance limited to invited guests only.
 - d. Permit valid in designated areas only, Olathe Community Park Pavilion or Olathe Town Park mini-pavilion.
 - e. At the Town's discretion, Permittee agrees to obtain general liability insurance in the minimum amount of \$250,000 per person, \$500,000 per occurrence, including contractual coverage for the obligations assumed above with the Town, its officers and employees included as additional insured. Certificates of such insurance shall be filed with the Town.
 - f. Based on anticipated attendance, Permittee may be required to provide professional security, at Permittee's expense.

The undersigned hereby accepts this Permit and all conditions above.

Permittee (Signature)	Date
Town of Olathe Parks Director (Signature)	Date
Town of Olathe Special Events Director (Signature)	Date
Town of Olathe Chief of Police (Signature if Appropriate)	Date
Town Administrator (Signature if Appropriate)	Date

<i>Office Use Only</i>	
Deposit Returned <input type="checkbox"/> Yes - Date _____	<input type="checkbox"/> No - Explanation _____