



Town of Port Deposit Commercial Use of Public Property Permit Application

Applicant Name: _____
 Business/Corporate Name: _____
 Address: _____
 Phone: _____ Email: _____
 Date(s) of Use: _____ Time(s): _____

THE TOWN OF PORT DEPOSIT MAINTAINS FIRST RIGHT OF USAGE AND MAY ALTER THE TERMS AND/OR CONDITIONS OF THIS PERMIT AT ANY TIME.

Site Usage (Check all that apply):

- Boat Ramp Jetty/Docks Staging Area Other Town Property

Please describe *in detail* the type of activity:

THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:

1. Copy of current business license.
2. Certificate of Insurance.

FEE SCHEDULE

Boat Ramp:	\$250 per day or any part thereof
Docking of Large Vessels/Barges:	\$300 Per Day – Up to 150 feet \$400 Per Day – Over 150 feet
Use of Property in Marina Park as Staging Area:	\$250 Per Day
Other Town Property:	Based on Required Use

Applicant is responsible for obtaining any additional permits and paying the associated fees or costs involved in moving equipment including but not limited to:

- Permits from the State Highway Administration,
- Removal or relocation of utility lines,
- Reinforcement of roadways.

THE APPLICANT DECLARES THAT HE OR SHE IS A DESIGNATED REPRESENTATIVE OF THE ORGANIZATION AND HAS THE AUTHORIZATION TO APPLY FOR THIS PERMIT ON BEHALF OF THE ORGANIZATION. THE UNDERSIGNED DECLARES UNDER THE PENALTY OF PERJURY THAT THE INFORMATION PRESENTED IN THIS APPLICATION, INCLUDING ATTACHMENTS, IS TRUE AND CORRECT.

Signature of Applicant

Printed Name

Date: _____

SUBMISSION OF APPLICATION DOES NOT CONSTITUTE OR GUARANTEE PERMIT APPROVAL OR GUARANTEE EXCLUSIVE USE OF THE FACILITY.

**TOWN OF PORT DEPOSIT
INDEMNIFICATION AND HOLD HARMLESS**

In consideration of the use of municipal property or facilities on _____ the undersigned agrees to indemnify and hold harmless the Town of Port Deposit, its officers, agents and/or employees from any and all liability, claims, costs, including reasonable attorney fees, arising out of the use of municipal property or facilities by the undersigned.

The undersigned understands and acknowledges that this hold harmless and indemnification agreement requires that the Town of Port Deposit be indemnified from any losses or damages resulting from the acts or omissions from any guest, participant, visitor, or other person associated with the organization. This hold harmless and indemnification agreement shall also pertain to any claims due to the Town of Port Deposit's negligence now or in the future.

Name (please print)

Title

Signature

Date

INTERNAL USE ONLY

Approved: _____ **Date:** _____

Deposit Received

Insurance Certificate Received

Signed Indemnity Received

**POLICIES AND CONDITIONS FOR COMMERCIAL USE
OF MUNICIPAL PROPERTY**

- I. Insured Endorsement Page listing the Town of Port Deposit as the Additional Insured (General Liability - \$1 million, Each Occurrence - \$1 million) must be submitted before final approval is given.
- II. Indemnification and Hold Harmless Agreement must be submitted before final approval is given.
- III. All fees are due when application is submitted.
- IV. Applications are approved on an individual basis.
- V. Applications must be submitted fifteen (15) business days prior to the date of the requested use.
- VI. Submission of the application indicates the applicant's acceptance of and compliance with all procedures, policies, and conditions of the application as well as all Federal, State laws and Town ordinances and/or regulations.
- VII. Permits are issued within the sole discretion of the Town of Port Deposit and may be revoked at any time.
- VIII. Permits shall not be assigned or transferred in any way to other entities.
- IX. The Town of Port Deposit makes no warranties or guarantees as to the suitability of the property for the applicant's purpose.
- X. Applicant is responsible for the conduct and well-being of all employees, sub-contractors, guests or other individuals in their group.
- XI. Alcoholic beverages are not permitted on Town property without express permission of the Mayor and Council and proof of required liquor license.
- XII. Applicant agrees to clean up all trash and debris before leaving the area and that if said cleanup is not completed to the Town's satisfaction to pay a cleanup fee as determined by the Town to complete same.
- XIII. Applicant agrees that the facilities will be restored to the condition in which it was prior to the applicant's permitted use.
- XIV. Applicant agrees to indemnify the Town, its employees, and volunteers for any harm suffered by the applicant or the applicant's employees, sub-contractors, guests or other individuals in applicant's group, attributable to the applicant's use of the Town's property or the applicant's activities on Town property.