



TOWN OF CLARKDALE
COMMUNITY SERVICES DEPARTMENT
PARKS & RECREATION/CLARK MEMORIAL LIBRARY

P.O. Box 308 / 39 N. Ninth Street Clarkdale, AZ 86324 • Phone: (928) 639-2460 • Fax: (928) 639-2489

BOOTH PERMIT

Booth Fees: Resident: \$15 /day 1-2 Consecutive Days, \$40 up to 5 Consecutive Days
 Non-resident: \$18 /day 1-2 Consecutive Days, \$48 up to 5 Consecutive Days

Date of Event: _____ Name of Event: _____

User Name: _____
 (Individual or Representative)

Organization: _____

Mailing Address: _____

Phone: _____ Alt./Cell Phone: _____

Type of Booth (Sales, Information, Recruitment, etc.) - Explain in detail:

Location: Check all that apply. There will be a separate charge for each booth.

- Clarkdale Park
- Caballero Park
- Mongini Park
- Selna Ball Field
- Centerville Park
- Other _____

Where space is limited, permits will be issued on a first come, first serve basis.

TERMS/CONDITIONS:

- The User may not violate any state law or Town ordinance, including but not limited to disorderly conduct, criminal damage, destruction of property, vandalism and applicable animal control regulations.
- The consumption or sale of alcoholic beverages is prohibited.
- Vehicles are prohibited on any portion of the park.
- Staking is prohibited, tents and similar structures must be weighted down.
- No camping within the park.
- Use is prohibited from 9:00 pm to 6:00 am.
- All other park rules must be obeyed.
- If serving food, the User shall comply with proper and necessary arrangements for the serving of food, according to Yavapai County Health Codes.

OTHER PROVISIONS:

The User understands and agrees that if the facility is rendered unusable or unsafe by any unforeseen event, *including human error*, the Town reserves the right to deny access to the facility and cancel the

event. User agrees that they will not hold the Town for consequential damages or losses arising out of said denial of access or cancellation. A full refund of any and all fees and deposits paid to the Town due for the period of time the facility is rendered unusable or unsafe will be refunded to the User and said refund of fees and deposits shall be the Users sole and exclusive remedy.

The User recognizes and agrees that the Town of Clarkdale does not waive the limitation of liability provided to the Town for allowing recreational or educational uses of Town property, pursuant to A.R.S. Section 33-1551. The fees charge by the Town are nominal and intended to offset the Town's cost in making the subject property available for use by the public.

INDEMNITY

USER agrees that CLARKDALE shall not at any time during the term of this Agreement be responsible or in any way accountable, for any loss, injury, death or damage to persons or property from any cause or causes whatsoever which at any time may be by the USER, or any other person while in or on the demised premises, and the USER agrees to hold CLARKDALE harmless for any and all claims, liabilities, losses, damages, costs and expenses whatsoever arising out of any such loss, injury, death or damage. The USER shall indemnify, defend and hold harmless the municipality and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys fees) incurred by the municipality and/or any of its officials, employees or agents as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, damage caused by, arising out of, related to, or associated with this agreement.

DISPUTE RESOLUTION

If a dispute arises out to or related to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of real estate experienced mediators maintained by the Arizona Municipal Risk Retention Pool.

By signing below I acknowledge that I have read and have agreed to all terms for having a booth in the Town of Clarkdale.

Date

Printed Name

Signature

Town Use Only		
Date Issued: _____	Date of Event: _____	
Fees:	Resident: # of Days _____	Paid: \$ _____
	Non-Resident: # of Days _____	Paid: \$ _____
Booth Permit Approved: _____		