

**SPECIAL EVENTS PERMIT and AGREEMENT
PENOBSCOT NARROWS OBSERVATORY AND PAVILION**

Permit Number: _____

Applicant Name:			
Organization:		Address:	
Telephone:		Email:	
Date(s) of Activity:		Number of Guests:	
Description of Event (the "Permitted Event"):			
Details/Agenda:			
Arrival Time:		Departure Time:	

The Applicant shall read, understand and agree to the following General Conditions:

1. **PARTIES TO AGREEMENT:** This Agreement is between the Applicant and the Friends of Fort Knox (the "FOFK") regarding the Permitted Event to be conducted on the premises of the State of Maine, Penobscot Narrows Observatory and Pavilion (the "Facilities").
2. **COMPLIANCE WITH LAWS AND PROTECTION OF PROPERTY:** The Applicant shall comply with all federal, state and municipal laws, ordinances and regulations. The Applicant shall protect the Facilities from any and all injury and damage (normal wear excepted).
3. **RESERVATION FEE:** Applicant shall pay a non-refundable Reservation Fee of \$25.00 to reserve the Facilities. The Reservation Fee shall not be applied toward the Usage Fee defined below.
4. **USAGE AND ENTRANCE FEE:** The approved fee schedule for the use of the Facilities for the Permitted Event shall be as follows:
 - a. During the Facilities' normal operating hours: \$100.00, due and payable by the Applicant to FOFK prior to the beginning of the Permitted Event;
 - b. Outside of the Facilities' normal operating hours: \$200 for a three (3) hour period, and an additional \$50.00 for each additional hour reserved in advance, due and payable by the Applicant to FOFK prior to the beginning of the Permitted Event;
 - c. All attendees of the Permitted Event shall be required to pay the regular admission fee to enter the Facilities, which shall be collected by FOFK at the official entrance station upon arrival;
5. **INDEMNIFICATION:** To the extent permitted by law, the Applicant shall indemnify and hold harmless FOFK, the State of Maine, and their respective agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Applicant, its guests, attendees, consultants or contractors in connection with the Permitted Event or the use of the Facilities. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. This provision shall survive any termination or expiration of this Agreement. If the Applicant is a corporation or other form of legal entity, the person executing this Agreement on behalf of the Applicant warrants that he or she is fully authorized to do so and shall provide documentation indicating such authority.
6. **NON-TRANSFERRABLE:** This Permit is not transferable or assignable in whole or in part.

7. **REVOCABLE:** This Permit is revocable by FOFK upon twenty-four (24) hour notice to the Applicant if FOFK, in its sole discretion, determines revocation to be in the best interest of FOFK, the State of Maine or the visiting public.

The following additional special conditions shall apply to all Permitted Events:

8. FOFK shall ensure that the Facilities are secure with regard to public safety, security, and logistical consideration for any Permitted Event. FOFK, at its sole discretion, may require that additional, reasonable security measures be implemented at the expense of the Applicant to ensure a safe experience for volunteers, Permitted Event participants and visitors. The Applicant shall be notified in advance of any additional fee to be charged for this purpose.
9. The Applicant shall ensure that any injury or claim of injury or damage to persons or property that occur during any Permitted Event be promptly reported to FOFK.
10. FOFK reserves the right to restrict or deny any individual activity of the Applicant or Permitted Event participant(s) that is not in the best interest of FOFK, the State of Maine or the visiting public. FOFK shall have the right to limit or close access to all or any portion of the Facilities if they are being used beyond capacity, or otherwise in a manner that could damage them, or if there is a threat to public safety or the site is closed for any other reason.
11. Service or consumption of alcoholic beverages shall only be permitted in the Facilities after the normal operating hours of the Facilities. Alcohol, limited to wine and beer, may be served at Permitted Events after the normal operating hours of the Facilities under the condition that all state and local laws are met by a licensed provider of such service. Caterers and other Permitted Event staff will be allowed to set-up for the Permitted Event during the normal operating hours of the Facilities, provided they do not interfere with the use and enjoyment of the Facilities by the visiting public.
12. FOFK, together with the State of Maine, by and through its Department of Transportation, shall have authority to approve or deny any individual activity of the Applicant.
13. **Prohibitions:** the following activities are strictly prohibited:
- a. Smoking within any area where food or beverages are served, as required by law. FOFK may designate specific, approved smoking areas at the request of the Applicant;
 - b. Fireworks of any kind;
 - c. Commercial advertising;
 - d. Promotion or sale of merchandise or services, whether for profit or not. This prohibition shall not disallow the sale of alcohol by a licensed provider during permissible hours in accordance with this Agreement.

14. OTHER SPECIAL CONDITIONS (to be completed by FOFK):

I have read and agree to comply with the conditions specified in this Agreement.

_____ Date _____
(Applicant)

_____ Date _____
(Friends of Fort Knox)

_____ Date _____
(Director, Multimodal Operations, MaineDOT)