



## Special Event Permit

This document must be uploaded as part of the application for a special event permit. It is null without the application and the application is null without this document. A permit is not valid unless signed by city staff.

**Event/Location:** \_\_\_\_\_

**Dates/Times:** \_\_\_\_\_

**Permittee Name/Organization:** \_\_\_\_\_

**City of Sparks Business License Number:** \_\_\_\_\_

Affidavit: I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Sparks Municipal Code. I understand that this application is made subject to the rules and regulations established by the Sparks Parks & Recreation Department/Special Events Office which includes any specific conditions clarified by city staff prior to the event, whether provided orally or in writing. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes. I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I further certify that the On-Site Event Producer – on behalf of the Permittee – is authorized to act as the Permittee’s agent and therefore agrees that the Permittee will be financially responsible for any costs and fees that may be incurred by the Producer or on behalf of the Producer during the Event and the Permittee will reimburse any such costs and fees to the City of Sparks.

Hold Harmless: Permittee agrees to defend, protect, indemnify and hold harmless the City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), from and against any and all claims, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of any kind or nature whatsoever arising out of or resulting from, the alleged acts or commission associated with the permitted event or activity, Permittee, its employees, agents, representatives, or Subcontractors, including but not limited to personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons; damage to property of anyone, including loss of use thereof; penalties from violation of any law or regulation caused by Permittee’s action or inaction. In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City. Permittee shall, at its own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the City, its officers, agents or employees. If City’s personnel are involved in defending such actions, Permittee shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals. The Permittee shall honor any settlement entered into and shall satisfy any judgement that may be rendered against the City, its officers, agents or employees as a result of any alleged acts or omission of Permittee or Permittee’s officers, agents or employees in connection with the uses, events or activities under the permit.

Terms: The City may terminate the Permit for material breach of the terms of this Permit and application upon ten (10) days written notice and recover all damages. The City may terminate this Permit for any reason without penalty upon giving thirty (30) days written notice to the Permittee. Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in



writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with. The laws of the State of Nevada shall govern this Permit without regard to conflicts of law principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Permit must be brought against either of the parties in the courts of the State of Nevada, County of Washoe.

Print Name of Permittee \_\_\_\_\_

Signature/Date \_\_\_\_\_

Print Name of On-Site Event Organizer \_\_\_\_\_

On-Site Event Organizer 24-hour Phone Number \_\_\_\_\_

Under the provisions of Sparks Municipal Code 9.34.020, this Special Event Permit is:

Approved                       Denied                       Conditions Apply, See attached

By \_\_\_\_\_  
Parks and Recreation Director or Special Events Designee/ Date