



**City of Hogansville**

111 High Street  
Hogansville, GA 30230  
(706) 637-8629  
Fax (706) 637-4813

**APPLICATION FOR SPECIAL EVENT OR FESTIVAL**  
(WITHIN THE DOWNTOWN BUSINESS OVERLAY DISTRICT)

Date of Application \_\_\_\_\_ Attach Fee in the amount of \$ \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Name of Organization Sponsoring the Event \_\_\_\_\_

Is this organization a bona fide non-profit? (501(c) 3) Yes \_\_\_\_\_ No \_\_\_\_\_

Dates the event is to be held. (Limited to 3 successive days) \_\_\_\_\_

Hours the event will begin and terminate \_\_\_\_\_

\_\_\_\_\_

Describe the nature of the Event, including the location. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved by City Manager \_\_\_\_\_ Date \_\_\_\_\_

# WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Waiver of Liability and Hold Harless Agreement is entered into by and between \_\_\_\_\_ a (type of organization) \_\_\_\_\_ hereinafter, “Promisor”, and the City of Hogansville, Georgia, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in Hogansville, Georgia.

## RECITALS

Promisee desires to hold a special event or festival in the Downtown Business Overlay District of the City of Hogansville, Georgia on \_\_\_\_\_, and requests that the City of Hogansville, Georgia issue a permit for that purpose. The intent of this agreement is to indemnify, waive all liability and hold harmless the City of Hogansville, Georgia from any and all claims arising from such issuance of a permit.

## AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Promisor and the City of Hogansville, Georgia agree as follows:

Promisor will indemnify, waive all liability and hold harmless the City of Hogansville, Georgia, its elected officials, employees, agents, successors and assigns from any and all liability, claims, actions, demands and causes of action, including all costs of defense and attorney’s fees incurred in defending against same arising from and related to issuance of said permit and the conduct of said special event or festival.

The City of Hogansville, Georgia shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgement and in such event Promisor shall indemnify and hold harmless the City of Hogansville, Georgia for any such claims paid, including reasonable attorney’s fees incurred from such claim.

In the event any claim or suit is brought against the City of Hogansville, Georgia within the scope of this agreement, Promisor shall pay for legal counsel chosen by the City of Hogansville, Georgia to defend against same.

In the event either Party files suit in a court of law to interpret or to enforce the terms of this Agreement, the Party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret of to enforce the terms of this Agreement.

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

In signing this Agreement, Promisor acknowledges and represents that they have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as their own free act and deed. No oral representations, statements or inducements, apart from the foregoing written agreement have been made.

This Agreement shall be interpreted under the laws of the State of Georgia.

**For the City of Hogansville:**

\_\_\_\_\_  
City Manager, City of Hogansville, Georgia

**For the Promisor:**

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_