

Please review the Arizona Department of Health Services Food Safety Regulations by visiting <http://www.azdhs.gov/documents/preparedness/epidemiology-disease-control/food-safety-environmental-services/az-food-code.pdf>

A food vendor permit must be completed and returned to the Cochise County Health Department at least 14 business days prior to the event. Contact the Benson Office at (520) 586-8200

Please attach a list of all food and retail vendors including business name, contact name, and telephone number
How this event will directly benefit the citizens of Benson _____

Yes No Will parking in the area of the street closure or event need to be restricted, redirected or prohibited during such closure?

Yes No Will you need assistance from the City with this event?
(If yes, attach a letter to the City Manager requesting type of assistance.)

Section B - Alcohol

Will alcohol be sold?

The appropriate liquor license must be approved by the Arizona Department of Liquor Licenses and Control
Visit <https://www.azliquor.gov/forms.cfm> and submit application 30 days in advance.

Off-Duty City Employee Request

Consult the Recreation Department to determine if your event requires the presence of a City employee for which compensation must be paid.

Off-Duty Police Officer: Contact the Benson Police Department at (520)586-2211

VENDOR LICENSURE REQUIREMENT

Applicant certifies that all retail vendors will possess updated transient business licenses on the event date. Applicant certifies that all food vendors will possess updates permits on the event date and that all food served will follow Cochise County Health Department Guidelines. Vendors found without a license or permit will be fined.

PERMIT HOLDER INITIALS

APPLICATION TERMS AND CONDITIONS

By signing this document, Applicant agrees to the following:

- * Applicant is at least 18 years of age or is 21 years of age if alcohol is involved in the event.
- * All vendors will be informed of their requirement to attain the appropriate permit before the event.
- * Liability insurance must be submitted 7 days prior to the event date. Failure to do so will result in the cancellation of event.
- * Facility rental fees are non-refundable and must be paid upon completion of application. Failure to do so will result in cancellation of the event.
- * Applicant understands the risk of COVID-19 and will have signed waivers for the event at City Facilities

PERMIT HOLDER INITIALS _____

SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT

Applicant shall indemnify, defend, save and hold harmless the City of Benson and its officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of Applicant or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising out of or resulting from the event. The City reserves the right to refuse installation of amusements or facilities that violate safety regulations. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is an authorized officer of the Applicant or the agent of the organization, is acting on the organization's behalf, and is duly authorized to execute this Agreement and Acknowledgement on the organization's behalf. Applicant further certifies that he/she has read and understands all the terms of this Agreement and Acknowledgement, agrees that the Applicant shall be bound by its terms and conditions, and is of lawful age and legally competent to sign this Agreement and Acknowledgement. The City's issuance of a special event permit shall constitute a written agreement or contract between the City and Applicant for purposes of insurance requirements. Applicant agrees to the payment of all non-refundable and refundable fees specified in this document unless otherwise authorized by the Public Works Department. Applicant further acknowledges that depending upon the nature and location of the Applicant's special event, additional permits may be required.

PERMIT HOLDER INITIALS

Responsible Party

Date Signed

For City Use Only

Police Department Approval Yes No NA **Initials** _____ **Date** _____

Remarks _____

Public Works Approval Yes No NA **Initials** _____ **Date** _____

Remarks _____

Parks and Recreation Approval Yes No NA **Initials** _____ **Date** _____

Remarks _____

Fire Department Approval Yes No NA **Initials** _____ **Date** _____

Remarks _____