

TOWN OF CUMBERLAND – OFFICE OF THE TOWN CLERK
45 BROAD STREET, CUMBERLAND, RI 02864

(401)728-2400

(401)724-1103 FAX

APPLICATION FOR A SPECIAL EVENT ENTERTAINMENT LICENSE

License fee \$35 _____ plus \$10 Non-refundable Application fee

Date: _____

Holder of Event: _____

Contact Phone#: _____ Email: _____

Event Title/Type: _____

Location of Event: _____

Date(s) of Event: _____ Start Time _____ End Time _____

Date(s) of Event: _____ Start Time _____ End Time _____

Will Event be Indoors or Outdoors? _____

Will there be amplified music outdoors? _____

Is event to be on Town, State, or Private Property? _____

Name of Property Owner/Manager of Event Site: _____

Signature of Property Owner/Manager: _____

Expected Attendance: _____ Seating Capacity: _____

Is parking available? _____ For how many vehicles? _____

Please circle all that apply:

CONCERT DJ CARNIVAL PARADE FAIR SHOW FESTIVAL CIRCUS (Animals? _____)

OTHER (describe): _____

Tent

Will a tent be erected? _____ Size? _____

Note: (Tent Permit/Inspections are required)

Food

Will food be prepared on the premises? _____

If so, Health Department Inspection will be required.

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Liquor

Will liquor be served? _____

If yes, will you be applying for a Class F or F-1 Liquor License? _____

If not, will another's license be used? _____

If so, whose? _____

Gambling

Will there be gambling, eg., bingo, raffle, etc.? _____

Do you have State Police approval? _____

Vendors, Sale of Products, and/or Complimentary Gift with Entrance Fee

Will there be any vendors, sale of products and/or complimentary gift with entrance fee? _____

If so, please describe.

List Name of Vendors

Items to be Furnished

(Attach additional sheet if necessary)

Have you completed a Promoter's Application for Permit to Operate a Show or Event with RI Division of Taxation?
(Contact Number: 401-574-8955)

Street Closing

Is a street closing being requested? _____ Date: _____

The Applicant is responsible for obtaining approval from the Police Chief, the Fire Department and the Rescue Director. Also, the applicant should contact the Zoning Department to schedule an electrical inspection and tent permit, if applicable.

FOR OFFICE USE ONLY

GRANTED BY COUNCIL _____

AMOUNT _____

ISSUED BY CLERK _____

LICENSE NUMBER _____

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF REVENUE
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908
TELEPHONE: (401)574-8955 FAX: (401)574-8913

SHOW/ FESTIVAL PROMOTER REQUIREMENTS

Every Promoter of a show shall, at least ten (10) days prior to the opening of the show, file with the Tax Administrator a notice (Promoter's Application for Permit), stating the location and dates of such show. The Tax Administrator shall, within five (5) days after the receipt of such notice; issue to the promoter without charge, a permit to operate such show. No Promoter shall operate a show without obtaining a permit. The permit must be prominently displayed at the main entrance to the show. A person who engages in business as a Promoter in this state without a permit shall be guilty of a misdemeanor.

NOTE: A separate permit is required for each show in RI.

The Promoter's Application for Permit must contain the name, address and date of the event; the name, address and phone number of the Promoter, and the number of vendors setting up at the show.

A Rhode Island vendor holding a Rhode Island sales tax permit must show the Promoter their valid and current permit. Promoter is required to maintain a copy of this permit.

All out of state vendors must obtain a Temporary Retail Sales Permit from the Promoter at a cost of \$10.00. All temporary permits must be completely filled out by the vendor, and signed by the Promoter.

Any vendor selling food/beverage is required to have both a sales tax permit and a meals/beverage permit. Food vendors must pay a fee of \$35.00 (\$10.00 sales tax permit and \$25.00 litter fee). The vendor must submit both the sales tax return and meal and beverage return to the Promoter at the end of the show.

All permits must be on display at each vendor booth.

At the end of the show the Promoter is required to collect all completed tax returns and payments. The Promoter is responsible for submitting the vendors' tax return and tax collected. All payments must be by check or money order made out to the RI Tax Division.

Promoters must submit on the first business day after the show all returns, temporary sales tax permits, fees collected and tax payments. In addition a "Monthly Report of Show Promoter" or a "Computerized list of vendors" is required to be submitted on or before the 20th (twentieth) day of the month following the show.

Any questions call (401)574-8955



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF REVENUE
DIVISION OF TAXATION
One Capitol Hill, Providence, RI 02908

FOR OFFICE USE ONLY	
Date:	Promoter Number:

**PROMOTER'S APPLICATION FOR PERMIT
TO OPERATE A "SHOW"
UNDER THE SALES AND USE TAX ACT, EFFECTIVE MAY 11, 1978
NO FEE REQUIRED**

Every promoter of a show shall, at least ten (10) days prior to the opening of each such show, file with the Tax Administrator this application stating the location and dates of such show. The Tax Administrator shall, within five (5) days after the receipt of this application, issue to the promoter without charge, a permit to operate such show. No promoter shall operate a show without obtaining such permit. Such permit shall be prominently displayed at the main entrance to the show. A person who engages in business as a promoter in this state without a permit shall be guilty of a misdemeanor. NOTE: A separate permit is required for each show in Rhode Island.

1. Name of Promoter (Please Print or Type)	2. Federal Identification No.	
3. Promoter Address	4. Business Phone No.	
5. City or Town State Zip		
6. Name of Show		
7. Show Address		
8. City or Town State Zip		
9. List dates show will operate at this location. NOTE: If any Vendors are selling food or beverages at the show, they must fill out a Business Application Form. (Copies enclosed)	10. List estimated number of vendors at show.	
The undersigned hereby makes application for a Permit(s) under the Sales and Use Tax Act, and certifies that the information given on this form is true and correct to the best of his or her knowledge and belief.		
DATE	SIGNATURE OF PROMOTER	TITLE

THIS APPLICATION MAY BE FAXED TO THE REGISTRATION SECTION AT (401) 574-8913



SAMPLE AGREEMENT

(Solicitor will review application and make revision based on event details)

LICENSE AGREEMENT

A. IN GENERAL

It is the declared purpose and intent of this License to provide for non-exclusive use of space at **Location** (the "Licensed Premises") for purposes of a **Event**

The parties to this License are **Licensee** and the **TOWN OF CUMBERLAND** acting by and through its **PARKS & RECREATION DEPARTMENT** [Licensor].

The expressed provisions and purpose of License will govern aspects of indemnification and liability. Ministerial details and precise spaces to be provided will be worked out between the parties. If agreement cannot be reached to the mutual satisfaction of both parties, this License shall terminate forthwith and all obligations there under shall cease immediately.

B. ACTIVITIES ALLOWED

Pursuant to this License, Licensee is authorized to use the Licensed Premises in conformance with the information supplied in the license application submitted to the Town Clerk. The duration of this License shall be

FROM:

Day: **Day**___, Date: **Date**___, Time **Time**_(AM or PM)

TO:

Day: **Day**_, Date: **Date**____, Time **Time**__(AM or PM)

RAIN DATE (if applicable):

FROM:

Day: **Day**_, Date: **Date**____, Time **Time**__(AM or PM)

TO:

Day: **Day**_, Date: **Date**____, Time **Time**__(AM or PM)

C. INDEMNITY

Licensee agrees that it shall, at all times, defend, protect and save, hold harmless and indemnify the Licensor and the Town of Cumberland, their agents, servants and employees against and from: [1] any penalty, damages or charges, including attorney's fees for any violation of any law or ordinance whether occasioned by negligence of the Licensee, or of Licensee's members, agents, employees, servants, volunteers, passengers or crew and invitees, visitors, or patrons affiliated with the event; (2) all claims, including bodily injury and death, losses, costs, damages or expenses including attorney's fees arising out of or from any act or negligence of the Licensee, or its members, agents, employees,

servants, volunteers, passengers or crew and invitees, visitors, or patrons affiliated with the event, or from any accident, incident, or occurrence in any way connected to the event which is the subject of this License, in, on, or about the Licensed Premises, or in any area allocated to or used by Licensee or its members, agents, employees, servants, volunteers, passengers or crew and invitees, visitors, or patrons affiliated with the event; and (3) all claims, including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the Licensee in any respect to comply with and perform all the requirements and provisions of this License Agreement.

[The following paragraph is for Athletic Events Only] –

Licensee agrees that all participants in the event who are of legal age, or the parent or guardian of any person who has not achieved majority, shall sign a statement which reads:

"In consideration of this entry being accepted, I hereby for myself, heirs, executors, administrators, waive and release any and all right and claim for damages I may have against the **Town of Cumberland and the Cumberland Parks & Recreation Department**, their agents, representatives, successors, employees and assigns for any and all injuries suffered by me at said event or while traveling to or returning therefrom, save those proximately caused by the willful tortuous acts of the Town, its agents, servants and its employees. I agree to permit the full use of my name and picture in any broadcast, telecast and other accounts of this event."

D. INSURANCE

a. Licensee agrees that at its own cost and expense it will procure and continue in force during the entire term of this License, and any extensions thereof, commercial general liability insurance on an occurrence basis covering any and all claims for bodily injury, including death, and property damage and personal injury occurring in, upon or about the Licensed Premises during the period of this License with minimum limits without deductible or self-insured retention in the sum of **Three Million Dollars (\$3,000,000.00) per occurrence**. Said insurance shall be procured as soon as is reasonably possible but in any event no later than two weeks prior to the commencement of the term. Such insurance shall extend to the Licensed Premises, and adjacent grounds if used by Licensee. It is understood that notwithstanding anything mentioned heretofore that liability and other insurance shall continue in full force and effect at all times prior to and subsequent to the period when Licensee is utilizing the Licensed Premises from set-up through clean-up. Both Licensor and the Town of Cumberland will be an additional insured on a primary and non-contributory basis on the liability policy acquired and there will be a waiver of subrogation to the benefit of the Town and Licensor.

Such insurance shall be written with company or companies of recognized responsibility authorized to engage in the business of general liability insurance in Rhode Island, there shall be delivered to the Licensor a certificate of such insurance or any renewal or replacements thereof with proof of the payment of premium therefore.

b. The Licensor shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Licensee, except as may arise out of negligence or willful misconduct of Licensor, its servants, employees and agents.

c. Licensee agrees that it shall keep its and Licensor's structures, fixtures, merchandise, equipment and other property located at the Licensed Premises insured against loss or damage by fire or other

casualty, with the usual extended coverage endorsements. Certificates of such insurance shall be furnished to the Director and the Town Solicitor. All insurance shall be for the full face value and contain no deductibles.

d. If Licensee plans to drive vehicles they own or rent onto Town property for purposes of this License agreement then the Licensee must show comprehensive auto liability insurance with a combined single limit of Three Million Dollars (\$3,000,000.00). This insurance will cover owned or hired vehicles.

e. Similarly if the Licensee has employees that will be working on Town Property as a result of this License Agreement then a Workers compensation policy showing evidence of coverage at the state statutory limits and employer liability insurance of One Hundred Thousand dollars (\$100,000.00) each accident, One Hundred Thousand dollars (\$100,000.00) disease limit and One Hundred Thousand dollars (\$100,000.00) disease each employee.

An insurance certificate will be submitted no later than two weeks prior to the event showing the applicable coverage required with a copy of the endorsement showing additional insured on a primary and non-contributory basis status to the Licensor and the Town and a waiver of subrogation to the benefit of the Town and Licensor.

E. PUBLIC SAFETY PRESENCE

Licensee agrees to provide a police, paramedic, or fire detail for any event where the Chief of Police, Emergency Medical Services, or Fire District require, and agrees to pay for any such fees and costs associated therewith and in advance of the Event.

F. SURRENDER AT END OF TERM

Upon the expiration or termination of this License, Licensee shall surrender possession of the Licensed Premises. It is understood by the parties to this License that the Licensed Premises, except for ordinary wear and tear, shall be in the same condition as it was received by Licensee. Licensee specifically agrees to repair and/or restore the Licensed Premises to said original condition. More specifically, all trade fixtures, furnishings and equipment installed by Licensee pursuant to this License, shall be removed at the expense of Licensee upon vacating the Licensed Premises. Any damages caused by such removal, shall be paid for by Licensee. All equipment installed and maintained on the Licensed Premises must be removed within five [5] days of the conclusion of this License. Also, Licensee shall be responsible for providing during the entire of this License whatever security is necessary to insure the maintenance of its equipment, as well as, health and safety of the public at large. Any property of Licensee not removed from the Licensed Premises within five (5) days of the termination or expiration of this License, whichever comes first, shall be deemed abandoned and may be disposed of by Licensor, as it in its sole discretion sees fit without further recourse by Licensee.

G. TERMINATION

If Licensee breaches this License in any manner and fails to cure any breach within 24 hours after receiving notice from Licensor, Licensor shall have the right to terminate the License forthwith and all obligations there under shall cease immediately.

H. MODIFICATION/CHANGES

This License constitutes the entire agreement between the parties and may not be modified or changed in any way, except in writing, signed by all parties hereto.

I. LICENSE INTERPRETATION

This License shall be construed and interpreted according to the laws, statutory, decisional and otherwise, of the State of Rhode Island.

J. REGULATIONS

Licensee agrees to utilize the Town Property in compliance with all applicable local, state, and federal requirements, rules, regulations and statutes. Licensee further agrees to utilize Town Property in compliance with National, State, and Local Fire Codes and Ordinances applicable to the licensed activity. Licensee further acknowledges receipt of the Rules, Regulations and General Information for Use of Parks and Facilities provided herewith and incorporated in to this License Agreement.

This License, executed in _____, in the State of Rhode Island, on this _____ day of _____, 20_____.

WITNESSETH

IN WITNESS WHEREOF, said parties have hereunto set their hands.

LICENSOR:

LICENSEE:

BY: _____
Michael Crawley, Director
Parks & Recreation

BY: _____
Name:
Authorized Representative of

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

State of Rhode Island, City/Town of _____ on this _____ day of _____, 20_____ before me personally appeared _____ to me known and known by me to be the _____ of _____ executing the foregoing instrument and he acknowledged said instrument, by him so executed, to be his free act and deed individually and in his/her said capacity.

Notary Public
My Commission Expires _____

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City/Town of Cumberland, on the _____ day of _____,
20_____, personally appeared before me **Michael Crawley, Director of the Cumberland
Department of Parks & Recreation**, to me known and known by me to be the party executing the
foregoing instrument for an in behalf of the TOWN OF CUMBERLAND [as Licensor], and s/he
Acknowledged said instrument, by him/her executed, to be his/her free act and deed individually
and in his/her said capacity.

Notary Public

My Commission expires _____

EXHIBIT A.
ADDITIONAL TERMS AND CONDITIONS

Organization

Event , Date

Event Specific Conditions

Conditions accepted:

Approved:

Authorized Representative Licensee

Michael Crawley, Director

Date: _____

Date: _____