

JUNE 23

pd ck# 2819  
Mfg



**CITY OF CONCORD**  
NEW HAMPSHIRE  
*Community Development Department*  
Code Administration Division

City Hall Annex • 37 Green Street • Concord, NH 03301 • tel. 603/225-8580 • fax 603/225-8586

**APPLICATION FOR ONE-DAY LICENSE TO SERVE AND OFFER ALCOHOL FOR CONSUMPTION ON CITY PROPERTY**

**I. PURPOSE**

- The purpose of this license application is for the City of Concord to review an applicant's qualification to obtain a one-day license to serve alcohol on City property in accordance with City of Concord Code of Ordinances 14-5-2 and 14-5-3 and N.H. RSA 178:22 (I).

**II. DEFINITIONS**

- Alcohol: As defined by the New Hampshire Liquor Commission.
- License Fee: The license fee shall be \$200.00 for each one-day license issued.
- Voluntary Non-Profit Organization: An organization under RSA 178:22(I).

**III. APPLICANT INFORMATION**

• Organization Name: Intown Concord  
 Address: 49 South Main Street Concord NH 03301  
 Contact Person: Susan Sokul Phone: (work) 603-226-2150 (cell) 603-568-6433

• Copy of New Hampshire Liquor Commission, RSA 178:22(I) One-Day License:  
 Yes  No  Start/Expiration Date: June 23, 2014

• Person in Charge of the Event: (cell) Susan Sokul 606-568-6436 (work) 603-226-2150

• Name, Address and Phone Number Person(s) serving alcohol: See attached

• Person(s) identified as serving alcohol have completed N.H. Liquor Commission Training Program Certificate within 45 days of license issuance:  Yes  No

• Person(s) identified as serving alcohol have other applicable N.H. Liquor Commission License to Serve Alcohol:  Yes;  No If Yes, identify other license: \_\_\_\_\_

• Copy of any agreement between the applicant and any third party intended to affect the operation of the license:  Yes  No  N/A

**IV. PURPOSE OF THE ONE-DAY LICENSE**

• Describe the purpose of the event for the one day license.  
Request to sell beer and wine at Intown Concord's Hospitality Tent at the 42nd annual Market Days. The Tent is set up in front of Citizens Bank , west side of N. Street. Dates are June 23, 24th 25th. Service hours are 10am to 11pm on those days. Market Days is a fundraiser for Intown Concord

- Identify the type alcohol to be served  
Beer and Wine
- 

## V. LICENSE INFORMATION

- Requested Date for One-Day License: June 23 June 24 and June 25
  - Proposed Hours of Operation for One-Day License: 11am to 10:00pm  
(No license shall be issued between the hours of 10 pm and 10 am.)
  - Requested Location for One-Day License Activity: on N. Main Street, west side just south of School Street
  - How many people are expected to attend? 200 per day
  - Plan of Physical Layout, diagram attached:  Yes  No
  - Tent/rope fencing or other boundaries identified, diagram attached:  Yes  No
  - Display Signs,  Yes;  No If Yes, describe sign(s) See attached information. Signs for ID checking, exit, No Smoking
- 

## VI. INSURANCE AND DEFENSE AND INDEMNIFICATION AGREEMENT

- Applicant has provided a Certificate of Liability Insurance which provides:
  1. General Liability Insurance in the Aggregate Two (2) Million Dollars, naming the City of Concord as an additional insured;
  2. Each Occurrence of Injury One Million Dollars;
  3. Medical Expense (any one person) Five Thousand Dollars. Yes  No
- Applicant has executed the attached Indemnification Agreement:  Yes  No

## VII. OTHER PERMITS AND INFRASTRUCTURE

- The City may assist the applicant with securing any and all City permits required. However, the applicant shall be solely responsible for completing all required permit applications as well as paying all required application fees. The applicant shall also be solely responsible for the cost of constructing all infrastructure upgrades made to any facility without limitation which shall be subject to City inspection and approval.

## VIII. CLEANUP

- Applicant agrees that to the extent that a license is issued, it is required to immediately remove all signs, equipment or other products ("infrastructure") from the City's Public Property following the conclusion of the license. The City may charge the licensee any actual costs it incurs for removing any items from the City's public property not immediately removed after the license event ends.

## IX. TERMINATION

- The City may terminate this license at any time and for any reason.

## X. APPLICABLE LAWS

- The applicant shall comply with all local, state, and federal laws, rules, regulations, and ordinances in conjunction with the issuance of this license.

- This license shall be enforceable in the Courts of Merrimack County, New Hampshire, to which both parties submit for jurisdiction.

**XI. APPLICANT SWORN AFFIRMATION**

I hereby swear and affirm under the penalties of perjury that the information I have provided in this information is true, and to the extent that a license is issued, agree to be bound by terms of this license application.

Gussa Paris  
 Duly Authorized Officer or Director of Voluntary Non-Profit Organization (printed)

Gussa Paris 4/11/14  
 Duly Authorized Officer or Director of Voluntary Non-Profit Organization (signature) Date

Sworn to and affirmed at Concord, New Hampshire on April 11, 2014, before \_\_\_\_\_

Stacie Elliott  
 Justice of the Peace/Notary Public  
 Commission expires:

**STACIE E. ELLIOTT, Notary Public**  
**My Commission Expires September 17, 2019**

**HEALTH AND LICENSING OFFICER REVIEW**

- Health and Licensing Officer has approved this application and it meets the minimum requirements for the approving authority to review.  Yes [ ] No
- If No, reason for non-approval: \_\_\_\_\_

Eugene A Blake 5/16/16  
 Health and Licensing Officer Date

**APPROVAL FROM APPROPRIATE AUTHORITY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 City of Concord

**INDEMNIFICATION AGREEMENT**

INTOWN CONCORD, ("licensee") agrees to defend and indemnify the City, its officers, employees and agents against any and all loss, damage, liability, expense, suits, demands and claims, including, but not limited to, cases of injury to third parties or their property, resulting from and arising out of: (1) Any act, failure to act, or negligence of licensee in conjunction with the issuance of the one day license; (2) Anything owned or controlled by licensee, its servants, agents, or invitees and used on the City's premises in connection with licensee's activities under this license; or (3) Any nuisance made by licensee, its servants, agents, or invitees on the City's premises in connection with this license. The foregoing provisions concerning defense and indemnification shall not be construed to require defense or indemnification to the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

Licensee, their heirs, executors, administrators, and assigns, acknowledge full satisfaction for all liabilities and actions that may now or later accrue as a result of the use of the park for this tournament and releases the City, its employees and agents, from any claims of negligence or damage that may now or later arise out of said use.

Dated this 11 day of APRIL, 2016.

By: [Signature] Elyssa Paris  
Licensee INTOWN CONCORD  
Duly Authorized

Sworn to and affirmed at Concord, New Hampshire on April 11, 2016, before \_\_\_\_\_

[Signature]  
Justice of the Peace/Notary Public  
Commission expires: \_\_\_\_\_

**STACIE E. ELLIOTT, Notary Public**  
**My Commission Expires September 17, 2019**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): (603) 293-7188 NAIC #
INSURED Intown Concord 49 South Main St, Suite 202 Concord NH 03301		

COVERAGES CERTIFICATE NUMBER: liquor 2016 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CL1737744	6/23/2016	6/27/2016	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Liquor Liability Coverage \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured on policy per endorsement naming the City of Concord as an additional insured for Market Festival Days

## CERTIFICATE HOLDER

City of Concord  
41 Green Street  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F Kenneally/FAIRLE

*Fairley Kenneally*

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