

6/27/15



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. *pd check # 2646 m.g*
- Voluntary Non-Profit Organization: An organization under RSA 178:22(I).

III. APPLICANT INFORMATION

- Organization Name: Intown Concord
Address: 49 S. Main Street Suite 202 Concord NH
Contact Person: Susan Sokul Phone: (work) 603-226-2150 (cell) 603-568-6436
- Copy of New Hampshire Liquor Commission, RSA 178:22(I) One-Day License:
Yes No Start/Expiration Date: June 27, 2015.
- Person in Charge of the Event: (cell) 603-568-6436 (work) _____
- Name, Address and Phone Number Person(s) serving alcohol: _____
- 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.
Intown Concord host a beer/wine Hospitality tent as part of the three day Market Days Festival. The Hospitality tent also servers as the Market Days Information booth, lost and found and volunteer check in. The Hospitality Tent is on N. Main Near the corner of School street in front of Citizens Bank.

- Identify the type alcohol to be served

Beer and wine

V. LICENSE INFORMATION

- Requested Date for One-Day License: June 25th - June 27th
 - Proposed Hours of Operation for One-Day License: 11am to 10pm
(No license shall be issued between the hours of 10 pm and 10 am.)
 - Requested Location for One-Day License Activity: N. Main street, west side, south of School street Near Citizens Bank
 - How many people are expected to attend? 100 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) ID will be checked, NO Smoking, No exit, Must be born on or before June 25th 1994.
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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.

Elyssa Paris, President Board of Directors
 Duly Authorized Officer or Director of Voluntary Non-Profit Organization (printed)

[Signature] 5/18/15
 Duly Authorized Officer or Director of Voluntary Non-Profit Organization (signature) Date

Sworn to and affirmed at Concord, New Hampshire on May 18, 2015, before Carolyn E. O'Brien

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

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: _____

[Signature] 5/22/15
 Health and Licensing Officer Date

APPROVAL FROM APPROPRIATE AUTHORITY

By: [Signature] 5-26-15
 City of Concord Date

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 18th day of May, 2015

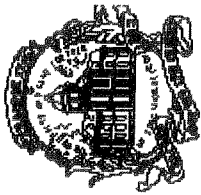
[Handwritten signature]

By: Glyssa Paris, President Board of Directors
Licensee INTOWN CONCORD
Duly Authorized

Sworn to and affirmed at Concord, New Hampshire on May 18, 2015, before Carolyn E. O'Brien

Carolyn E. O'Brien
Justice of the Peace/Notary Public
Commission expires: _____

CAROLYN E. O'BRIEN
Notary Public - New Hampshire
My Commission Expires February 6, 2018



LICENSE

LICENSE NO: **ME059-15**

CITY OF CONCORD, NEW HAMPSHIRE
CODE ADMINISTRATION DEPARTMENT
HEALTH AND LICENSING

BY VIRTUE OF THE AUTHORITY granted by the Laws of the State of New Hampshire and the Municipal Code of Ordinances of the City of Concord, NH

Susan Sokul / Intown Concord
(Name)

49 South Main St.
(Address)

is hereby licensed to have a one day liquor license at the location of Market Days

For Date(s) of: June 27, 2015

Time - From/To: 10:00 am - 10:00 pm

Licensing Officer: Erin O'Boyle Date: 5/22/15