

**SPECIAL EVENTS PERMIT and AGREEMENT
PENOBSCOT NARROWS OBSERVATORY AND PAVILION**

Permit Number: _____

Applicant Name:	_____	
Organization:	_____	Address:
Telephone:	_____	Email:
Date(s) of Activity:	_____	Number of Guests:

Description of Event (the "Permitted Event"):

Details/Agenda:

Arrival Time:	Departure Time:
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The Applicant shall read, understand and agree to the following General Conditions:

1. **PARTIES TO AGREEMENT:** This Agreement is between the Applicant and the Friends of Fort Knox (the "FOFK") regarding the Permitted Event to be conducted on the premises of the State of Maine, Penobscot Narrows Observatory and Pavilion (the "Facilities").
2. **COMPLIANCE WITH LAWS AND PROTECTION OF PROPERTY:** The Applicant shall comply with all federal, state and municipal laws, ordinances and regulations. The Applicant shall protect the Facilities from any and all injury and damage (normal wear excepted).
3. **RESERVATION FEE:** Applicant shall pay a non-refundable Reservation Fee of \$25.00 to reserve the Facilities. The Reservation Fee shall not be applied toward the Usage Fee defined below.
4. **USAGE AND ENTRANCE FEE:** The approved fee schedule for the use of the Facilities for the Permitted Event shall be as follows:
 - a. During the Facilities' normal operating hours: \$100.00, due and payable by the Applicant to FOFK prior to the beginning of the Permitted Event;
 - b. Outside of the Facilities' normal operating hours: \$200 for a three (3) hour period, and an additional \$50.00 for each additional hour reserved in advance, due and payable by the Applicant to FOFK prior to the beginning of the Permitted Event;
 - c. All attendees of the Permitted Event shall be required to pay the regular admission fee to enter the Facilities, which shall be collected by FOFK at the official entrance station upon arrival;
5. **INDEMNIFICATION:** To the extent permitted by law, the Applicant shall indemnify and hold harmless FOFK, the State of Maine, and their respective agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Applicant, its guests, attendees, consultants or contractors in connection with the Permitted Event or the use of the Facilities. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. This provision shall survive any termination or expiration of this Agreement. If the Applicant is a corporation or other form of legal entity, the person executing this Agreement on behalf of the Applicant warrants that he or she is fully authorized to do so and shall provide documentation indicating such authority.
6. **NON-TRANSFERRABLE:** This Permit is not transferable or assignable in whole or in part.