



## Application for Permission to Hold a Car Wash

Organization:	Date:
Contact Name:	Phone:
Address:	
Event Date(s):	Rain Date:
Start Time:	End Time:
Signature of Applicant:	
The Fire Chief must approve this application before submitting this form to the Town Administrator's Office:	
Signature of Fire Chief:	
Approved by the Town Administrator: <input type="checkbox"/> Accepted <input type="checkbox"/> Declined	

Please attach the following forms:

- ☐ IRS Letter of Determination indicating that the applicant is a 501(c)3 or (c)10 organization.
- ☐ W-9 Form.
- ☐ Indemnification Agreement (see attached)
- ☐ A Certificate of Insurance must accompany this application.



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### TOWN OF ACUSHNET Indemnification Agreement

For and in consideration of the use the premises located at the Acushnet Fire Department, Station 1, 24 Russell Street, Acushnet, MA 02743 (the "Premises"), and other good and valuable consideration, the payment, receipt and sufficiency of which is hereby acknowledged, I, \_\_\_\_\_ representing \_\_\_\_\_ (hereinafter the "Applicant") hereby agrees to indemnify and hold harmless the Town of Acushnet, and all their past, present and future officers, officials, agents, servants, employees, attorneys and their respective predecessors, successors, assigns, heirs, next of kin, executors and administrators hereinafter collectively referenced as the (the "Town") against any and all injury, loss or damage, and any and all claims for injury, loss or damage, of whatever nature caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission, or negligence of the Applicant or anyone claiming under the Applicant (including, but without limitation officers, agents, servants, invitees, guests, students, volunteers, of the Applicant and employees and contractors of the Applicant), at or about the Premises.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or an proceeding brought thereon or the defense thereof. If the Applicant or anyone claiming under the Applicant or the whole or any part of the property of the Applicant or anyone claiming under the Applicant, shall be injured, lost or damaged by theft, fire, or steam or in any other way or manner, no part of said injury, loss or damage is to be borne by the Town or its agents even if solely caused by the gross negligence or willful misconduct of the Town.

Applicant and/or its caterer(s), and/or contractors, shall deliver to the Town prior to commencing use of the premises certificate(s) of insurance indicating coverage and limits as follows:

General Liability - Single Limit for Bodily Injury and Property Damage: \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate

Coverage must be written with carriers authorized to do business in the Commonwealth of Massachusetts, and rated as A- or better by Best's Rating Service or equivalent.

The certificate(s) should name the Town of Acushnet as additional insured for General Liability.



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Applicant is advised that failure to maintain such general liability insurance may result in Applicant being subject to potential liability for claims arising under or through the use of the premises.

Applicant shall, at its own cost and expense, with counsel approved by the Town defend any and all suits and actions (just or unjust) which may be brought against the Town or in which the Town may be implicated with others upon any such above-mentioned matter, claim or claims, even if such other suit or action is the direct result of Town's negligence. The Applicant agrees that it shall not file any claim, complaint, charge or lawsuit against the Town for any matter, claim or incident, known or unknown, which occurs or arises out of Applicant's use of the Premises.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_