



CITY OF LAVONIA
Alcohol Catering Event Permit

Please submit applications at least two (2) weeks prior to the date of the event for processing and review. Applicants are required to hold and provide a copy of their current valid alcohol consumption license from the City of Lavonia or their respective jurisdiction. If granted, this permit is only valid for one (1) event within Lavonia City Limits at a fee of \$50.00 per event. Cash or check only. Checks should be made payable to: City of Lavonia.

Application Date: _____

Event Date: _____

Event Start & End Time: _____

Event Address: _____

Applicant Name: _____

Phone Number: _____

Email: _____

Address: _____

If the event requires street closure, a copy of the approved paperwork authorizing the closure is required.

Applicants may either submit a signed & notarized affidavit from the property owner authorizing this event, or they may have the property owner provide a notarized signature on the application in the space provided below. By signing this application the applicant does hereby agree to adhere to all applicable federal, state, and local laws/ordinances regarding alcohol.

Applicant Printed Name: _____

Applicant Signature: _____

Property Owner Printed Name: _____

Notary Seal

Property Owner Signature: _____

Copy of Valid Consumption of
Alcohol License

Signed & Notarized
Property Owner Affidavit

Copy of Valid Government Issued
Photo ID

Approved Street Closure Permit (if
applicable)

In consideration for the issuance of a Alcohol Catering Event Permit ("Permit") and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Lavonia ("City") and each of its elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages

(whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the special event.

Permittee's obligations under the preceding sentence shall apply regardless of whether City or any of its elected officials, officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its elected officials, officers, officials, employees, agents or volunteers.

Throughout the life of this Agreement, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and is hereby part of this Agreement, or as may be authorized or required in writing by the City Manager or his/her designee at any time and in his/her sole discretion. Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, vendors, concessionaires, invitees or volunteers. City shall be reimbursed for all attorney's fees and costs incurred by City in enforcing this Agreement. This Agreement shall survive the expiration or revocation of the Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

Signature

Date

AN ORDINANCE TO ADOPT BY REFERENCE CHAPTER 11 OF TITLE 3 OF THE
OFFICIAL CODE OF GEORGIA ANNOTATED, AS THE SAME EXISTS AS OF JULY
1, 2022, AND FOR OTHER PURPOSES.

WHEREAS, Title 3 of the Official Code of Georgia Annotated authorizes municipalities
to regulate alcoholic beverages through the issuance of an approved license; and

WHEREAS, the City of Lavonia has found it to be in the best interest of the citizens of
the City of Lavonia to adopt an ordinance regulating alcoholic beverages, and

WHEREAS, the City Council of the City of Lavonia desires to amend Chapter 10 –
Alcoholic Beverages of the Official Code of Ordinances of the City of Lavonia by adopting by
reference Chapter 3 of Title 11 of the Official Code of Georgia Annotated for the purpose of
providing a caterer's license.

THEREFORE, be it ordained by the City Council of the City of Lavonia, Georgia, that
Division 2 – Licenses, of the Alcohol Ordinance of the Code of Ordinances of the City of
Lavonia, Georgia is hereby amended by adding a Section, which Section is to be numbered _____
- Caterer's License, which Section shall read as follows:

- I. Notwithstanding anything to the contrary, the City does hereby adopt by reference the
state statute pertaining to sale off premises for catered functions. In this regard, the City
of Lavonia adopts current O.C.G.A. §§ 3-11-1 through 3-11-5, as amended or may be
amended. The fee for an off-premises catering license shall be \$50.00, or other such fee
currently authorized by the city commission as a license fee for one catered event.
- II. SHOULD ANY SECTION OR PROVISION OF THIS ORDINANCE BE DECLARED
BY A COURT OF COMPETENT JURISDICTION TO BE UNCONSTITUTIONAL OR
INVALID SUCH DECLARATION SHALL NOT AFFECT THE VALIDITY OF THE
ORDINANCE AS A WHOLE OR ANY PART THEREOF OTHER THAN THE PART
SO DECLARED TO BE UNCONSTITUTIONAL OR INVALID. ALL
RESOLUTIONS AND ORDINANCES AND PARTS OF RESOLUTIONS AND
ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE
ARE HEREBY REPEALED.
- III. This ordinance will become effective upon adoption by the city council as provided by
the Charter of the City of Lavonia

IT IS SO ORDAINED and approved by vote of the city council of the City of Lavonia
this 1st day of May, 2023.


Mayor

Attest:

Angela S. Green
City Clerk

FIRST READING: April 8, 2023

SECOND READING: May 1, 2023