City of Toledo

130 North 2nd Street • PO Box 236 Toledo Washington 98591
Phone: 360.864.4564

Kemp Olson Memorial Park
Private Kitchen Rental Application

Applicant Information

Name: _____
Organization (if applicable): _____
Phone Number: _____
Email Address: _____

Event Information & Details

Private Event Description: _____
Event Date: _____
Event Time (Start – End): _____

Total Number of Attendees: _____

On-Site Contact (if different): _____
Phone Number: _____

Agreement, Use Requirements & Acknowledgments

I acknowledge that I am responsible for the use of the facility and for any damage to City property. I understand that I may be billed for repairs or cleaning beyond normal use. I agree to comply with all City of Toledo policies and regulations, and understand that failure to do so may result in additional fees or denial of future reservations. By signing below, I agree to the following:

____ I understand I am responsible for setup and cleanup.
____ I understand the facility must be left in original condition.
____ I agree to follow all City of Toledo park rules and regulations.
____ I understand cancellation policies may apply.

Signature: _____
Printed Name: _____
Date: _____

Office Use Only

Application Received By: _____
Date Received: _____

Payment Received: ☐ Yes ☐ No
Amount Paid: $_____

Approved By: _____
Approval Date: _____

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between _____ **("Grantee")** and the **City of Toledo** in connection with a Special Event Permit issued pursuant to Toledo Municipal Code (TMC) 6.10.2.

Indemnification

In consideration of the issuance of the Special Event Permit, Grantee agrees to **indemnify, defend, and hold harmless** the City of Toledo, its elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or resulting from the permitted event, except to the extent caused by the sole negligence of the City.

Limitation of Liability

The City of Toledo shall not be liable to the Grantee or any third party for any claims arising from or related to the permitted activity, except where such claims result solely from the negligence of the City.

Insurance Requirements

Grantee shall obtain and maintain, for the duration of the permitted event, a general liability insurance policy naming the **City of Toledo as an additional insured**. The policy shall provide, at minimum:

- $2,000,000 General Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal Injury

Proof of insurance must be provided prior to the issuance of the permit.

Acknowledgment

By signing below, the Grantee acknowledges that they have read, understand, and agree to the terms of this Agreement and accept full responsibility for compliance.

Dated this _____ day of _____, 20____

Grantee Signature: _____
Printed Name: _____

NOTARY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF LEWIS)

I certify that I know or have satisfactory evidence that
_____ (name of signer)
is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as the authorized representative of
_____ (name of event or organization)
to be the free and voluntary act of such event for the uses and purposes mentioned in this instrument.

Dated: _____*, 20*____

Signature: _____

Title: _____

(SEAL OR STAMP)

My appointment expires: _____