



Application and Permit for Busking within the Municipality of Skagway Borough

This Busking Permit Agreement (“Agreement”) is between a (“Permittee”) and the Municipality of Skagway Borough (the “MOS”) with regard to busking activities the Permittee desires to hold on property owned by the MOS (“MOS Property”). The Parties agree to the following terms:

Identity of Parties: All communications concerning this contract shall be directed as follows, and any reliance on any communications with a person other than listed below is at the party’s own risk. Permittee understands and acknowledges that no officer, employee, committee member, representative, or assembly member has any actual or apparent authority to orally modify any of the terms or conditions of this Permit.

Municipality of Skagway Borough	Permittee:
Attn: Tourism Director	Performer Name:
PO Box 1029	Mailing Address:
245 Broadway	Physical Address:
Skagway, AK 99840	City, State, Zip
907-983-2854	Phone:
j.bricker@skagway.org	E-mail:
	State Issued Driver’s License #:

This Agreement extends to not only the parties as set forth above, but also to the parties’ owners, affiliates, officers, directors, partners, agents, employees, landlords, lessees, sub-lessees, predecessors, assigns, shareholders, representatives, and subrogees.

The scope of this permit is limited to busking in designated areas of Shoreline Park and Centennial Park. The term of this permit begins on the date of signature and expires on _____.

Permittee must comply with all regulations under SMC 5.20.050 Busker permits. Permittee may perform a maximum of four (4) consecutive hours per day at each location between the hours of 9:00 a.m. and 7:00 p.m.

If Permittee is in violation of the rules under SMC 5.20.050, Permittee may be subject to permit revocation and/or civil fines as detailed in SMC 5.20.050(H).

Proposed Performance Types

- | | | |
|---|---|--|
| Balloon Twisting <input type="checkbox"/> | Card Tricks <input type="checkbox"/> | Clowning <input type="checkbox"/> |
| Comedy <input type="checkbox"/> | Contortions <input type="checkbox"/> | Dancing <input type="checkbox"/> |
| Singing <input type="checkbox"/> | Juggling <input type="checkbox"/> | Magic <input type="checkbox"/> |
| Mime <input type="checkbox"/> | Mime Variation/Living Statue <input type="checkbox"/> | Musical Performance <input type="checkbox"/> |
| Visual Arts <input type="checkbox"/> | Puppeteering <input type="checkbox"/> | Other <input type="checkbox"/> |
-

Additional information about your performance, dates, times, number of people on location, description of activity, props, instruments, etc. and/ or general comments (may attach additional page if needed):

MOS Borough Manager or Skagway Tourism Director Only: Conditions and Comments

Insurance: The Municipality of Skagway recommends that permittees obtain their own personal liability and accident insurance. The permittees are not covered by an insurance of any kind of the Municipality.

Indemnification: The Permittee agrees to defend, indemnify, and hold harmless MOS, its officers, assembly members, employees, volunteers, consultants, representatives, and insurers, with respect to any action, claim, or lawsuit of any kind and any nature, including death, and including any administrative proceeding, arising out of or related to the Permittee’s acts, omissions or performance of this permit, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and including the

award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This defend and indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against MOS relating to this permit or any acts or omissions of the permittee.

Assumption of Risk: Permittee assumes all risk and is solely responsible for conducting all activities in a safe and respectful manner and Permittee shall not pose a danger to other users of the MOS Property. If the Manager or their designee, or the Tourism Director or their designee, determines the Permittee is acting in an unsafe or disrespectful manner, the MOS may, in its sole discretion, immediately stop the performance.

Damages: The Permittee shall promptly pay the MOS for any and all damage caused to MOS Property associated with the Permittee's use of MOS Property.

Not Exclusive: Unless otherwise stated, this permit does not give the Permittee an exclusive right to use the MOS property. Fees may be assessed for special purposes and/or Municipality staff support.

Compliance: The Permittee shall comply with all applicable federal, state, and municipal laws, regulations and ordinances.

Assignment: This permit shall not be transferred or assigned without the written consent of the MOS Manager. The MOS shall not approve any transfer or assignment without a full written acknowledgment by the transferee or assignee agreeing to comply with all the conditions and terms of this Permit and including the provision of the certificate of insurance showing the MOS as an additional insured by the transferee or assignee.

Revocation: This permit may be terminated upon breach of any of the conditions herein or in the best interest of the MOS as determined by the MOS Manager.

Property to be Left in Original Condition: The Permittee shall ensure that its activities are conducted in a manner such that the property will be returned to its original condition upon termination of the Permittee's activities. Any materials or supplies brought in by the Permittee must be removed upon termination of Permittee's activities or upon termination of this authorization. Any materials or supplies or equipment left on the property at the termination of Permit shall become the property of the MOS without any further action necessary by the MOS.

Property Repairs & Maintenance: Property repairs and maintenance are a priority and will not be stopped or rescheduled for busker performances.

Jurisdiction and Venue: The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or related to this Agreement or arising out of or related in any way to the performance by Permittee under this Agreement. Venue for trial in any action shall be in Skagway, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Permittee specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

Counterparts: This Agreement may be executed in counterparts, each of which constitutes one and the same agreement.

Effective Date: This Agreement is not effective until signed by the MOS. The parties agree by signing below that this is a valid agreement.

By Signing this Agreement parties agree that they have read and understand Ordinance No. 23-10 and will adhere to the law in addition to Skagway's Tourism Best Management Program practices.

	MUNICIPALITY OF SKAGWAY	PERMITTEE
DATE		
PRINTED NAME		
SIGNATURE		