

PERMIT

All permits granted shall be subject to all applicable laws, rules and regulations. The persons to whom such permits are granted shall be bound by said laws, rules and regulations. Any persons or assignees to whom such permits are granted shall be liable for any loss, damages or injury sustained by any person whatsoever by reason of the act or omission of the permittee or assignee.



**PHILADELPHIA
PARKS &
RECREATION**

**CASE Building, West Park
4300 South Concourse Drive
Philadelphia, PA 19131**

**No sales permitted.
Grounds to be left in a clean and orderly condition.
No person shall commit disorderly conduct of any kind.
This Permit is subject to withdrawal without notice.**

Name: Nancy van Arkel
Organization: Friends of Matthias Baldwin Park
Address: 1900 Hamilton Street C11, Philadelphia, United States
Telephone/Cell Number: (610)235-1769
Email: nancy.vanarkel@gmail.com

Date Issued 09/01/23
Permit No: 5980

PERMISSION IS HEREBY GRANTED FOR (NAME OF PERSON OR ORGANIZATION)

Nancy van Arkel/Friends of Matthias Baldwin Park

ACTIVITY AND NUMBERS OF PARTICIPANTS

Howl-O-Ween Dog Costume Event / 100

DATES October 28th, 2023:

TIMES Setup Start: 9:00 AM, Event Start: 10:00 AM, Event End: 12:00 PM, Teardown End: 1:00 PM

LOCATION

Matthias Baldwin Park / Mathias Baldwin / District 10

PRIVILEGES

Permission granted for the above event, the organizer must have all necessary city permits and licenses before the start of the event. A certificate of insurance with the minimum limits approved by the City of Philadelphia, naming the City of Philadelphia its employees, agents, and officers as additionally insured must be forwarded to the City's Risk Manager and a copy to the Philadelphia Parks & Recreation Special Events Office. The permit is null & void without the certificate.

No vehicles or heavy equipment on the grass areas of the Park. All areas must be left clean of litter.

No rain dates will be scheduled due to the volume of requests. All permits are granted on a rain or shine basis. Use of corporal punishment is strictly prohibited at all times, on the premises, by employees, their agents, affiliates and guests of the permit applicant. Corporal punishment is defined as physically punishing a child or youth.

No vehicles or heavy equipment on the grass areas of the Park. Please note – The Rangers will be issuing tickets for any illegal parking, including parking on grass.

KEEP THIS PERMIT WITH YOU AT ALL TIMES DURING THE EVENT.

PLEASE READ CAREFULLY BEFORE SIGNING

No Infringement. Organizer warrants and represents that any and all information, images, video and audio files and event access that it provides does not violate any third party's intellectual property rights, including, but not limited to trademarks, patents, copyrights or trade secrets. Any violation of this provision shall be considered a material breach of this Permit. Organizer further warrants and represents that it has obtained ASCAP, BMI, SESAC, and similar performance licenses, required for the use of copyrighted or licensed material in connection with the Event, or otherwise required in connection with the use of the Park for the Event.

Compliance. Organizer warrants and represents that its offer and promotion of these events does not violate any local, state or federal laws, including, without limitation, consumer protection and obscenity laws. Any violation of this provision shall be considered a material breach of this Permit.

Charges. Philadelphia Parks & Recreation charges a fee for its overtime services, as specified in the attached invoice. Organizer authorizes Fairmount Park to deduct its fees for all services from the security deposits, if Organizer fails to pay for invoiced services.

Indemnification. Organizer shall indemnify, defend and hold harmless the City of Philadelphia, and their respective officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Organizer's act or omission or negligence or fault or the act or omission or negligence or fault of Organizer's agents, subcontractors, suppliers, employees or servants in connection with the Permit.

No Implied Warranties. The content and functionality of the Philadelphia Parks & Recreation site is provided on an "as is" basis without warranties of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Neither this Permit or any documentation furnished under it is intended to express or imply any warranty that the services will be uninterrupted or that the Philadelphia Parks & Recreation site will provide uninterrupted or error free service.

Third Party Providers: Philadelphia Parks & Recreation uses third party providers and provides no warranty and accepts no liability for losses/failures resulting from non-performance or failures of those providers.

Limited of Liability: Philadelphia Parks & Recreation shall not be liable for any loss of business, profit, or goodwill, interruption of business or for any indirect, special punitive, consequential, or incidental damages that result from organizer's use or inability to use Philadelphia Parks & Recreation services. Fairmount Park's liability to organizer shall not, for any reason, exceed the fees charged by Philadelphia Parks & Recreation for it's services during the preceding 12 month period.

Force Majeure. Philadelphia Parks & Recreation shall not be liable for any delay or failure in performance under this Permit resulting directly or indirectly from acts of God or any causes beyond its reasonable control.

Termination for Convenience. Philadelphia Parks & Recreation shall have the right to terminate this Permit for convenience via written notice to Organizer.

Termination for Cause. If Organizer breaches this Permit and fails to cure such breach within ten (10) days of notice of such breach, Philadelphia Parks & Recreation may terminate this Permit. Organizer's warranties and representations and the Indemnification provision of this Permit shall survive any termination of the Permit.

Entire Agreement; Successors and Assigns. This Permit, and the terms and documents incorporated by reference, constitutes the entire agreement between the Philadelphia Parks & Recreation and Organizer relative to the subject matter hereof and shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of said parties. Any previous agreement or negotiations between Philadelphia Parks & Recreation and Organizer concerning the subject matter hereof is superseded by this Permit.

Governing Law. This Permit and the obligation hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Notices. Any notice required or permitted hereunder must be given in writing, by telegram, overnight courier, email or facsimile transmission. Failure of Organizer to notify Philadelphia Parks & Recreation of any change in contact information shall constitute a breach of this Permit.

Modification. Only a written instrument signed by both parties may amend any provision of this Permit.

Waiver. No waiver of any kind under this Permit shall be deemed effective unless contained in writing signed by the party charged with such waiver, and no waiver of any right arising from any breach or failure to perform will be deemed to be a waiver or authorization of any other breach or failure to perform or of any other right arising under this Permit.

IN WITNESS WHEREOF, the parties have executed this Permit by signing, dating below and faxing or mailing the originally signed document to Philadelphia Parks & Recreation. The party by signing has agreed they have read and understood both the application for this permit and this actual permit.

For Organizer:

Organizer (Legal Name of Organization): Friends of Matthias Baldwin Park

Name of Authorized Signing Party:

Nancy van Arkel Title/Position: _____

5980
Permit #:

Signature: *Nancy van Arkel*

Date: _____

Please sign and date on the above line. returned the signed permit along with a check payable to Philadelphia Parks & Recreation in the amount of the total cost line on page 4. The permit will be countersigned by Fairmount Park and returned to you prior to your event.

For Philadelphia Parks & Recreation:

Date: _____

Karen Walls, Special Events Manager



Philadelphia Parks & Recreation Special Events Service Request



5980

Event	Howl-O-Ween Dog Costume	Date	October 28th, 2023:
Contact Person	Nancy van Arkel	Setup Start:	9:00 AM, Event Start: 10:00 AM, Event End: 12:00 PM, Teardown End: 1:00 PM
Telephone	(610)235-1769	Location	Matthias Baldwin Park / Mathi
Location	Matthias Baldwin Park / Mathi	District	10
Insurance	No	License Agreement	

Service Requested

Rain Date: 10/29/2023

Philadelphia Parks & Recreation Special Event

CASE Building, West Park
4300 South Concourse Drive
Philadelphia, PA 19131
215-685-0060

5980

Event Howl-O-Ween Dog Costume Event **Date/ H/ A/ Yg** October 28th, 2023:
Organization Friends of Matthias Baldwin Pa Setup Start: 9:00 AM, Event Start:
Contact Person Nancy van Arkel 10:00 AM, Event End: 12:00 PM,
Address 1900 Hamilton Street C11, Philadelphia, United States 19120 Teardown End: 1:00 PM
Phone (610)235-1769
Location Matthias Baldwin Park / Mathias Balc **District(s)** 10

Item	Hourly Rate	# of Hours	# of Hours (1.5)	# of Hours (2X)	Cost
Electrician					
Plumber					
Ground Worker					
Grounds Supervisor					
Park Ranger					
Special Event Mgr.					
Jeep					
Pick-up					
Trash Truck					
Small Generator					
Generator					
Total Labor					\$0
Fleet Cost					
Total Labor/Fleet Cost					\$0
Site Fee					\$0
Security Deposit	(Refundable after the site inspection.)				\$0
Total Cost					\$0

The security deposit will be returned upon satisfactory post-event inspection of the site.
This is an estimated invoice based on services requested on the application.
The invoice will increase with a request for additional services.
Philadelphia Parks & Recreation personnel will inspect the event location following your event.
The area must be left clean and all trash removed.

- There are no charges for services against Security Deposit for this event. Security Deposit may be returned.**
 Please charge the event for the following for services performed.

ACCOUNTING USE ONLY

Attach supporting documentation for deposit and return

Deposit Amount: _____

Deposit credit of: _____

Date sent to Acctg: _____

_____ _____
District Manager Date

_____ _____
Special Events Manager Date