



Temporary Lease/License or Encroachment on Municipal Land  
Application Package

***For users and occupiers of municipal lands for a limited, temporary or finite period of time for a specific approved use (Policy No. 12- 266 – 19/08/2019)***

Please complete the applicable sections of this application and submit your completed application to Town administration. Please refer to the associated policy for assistance in completing this application.

***Application Requirements***

The Applicant understands that any approval of this application shall not be construed as permission for use or occupancy of lands that require a signed agreement with the Town. Applicants may also need insurance coverage for the use of Town facilities. If insurance is required, the Town of Nanton must be named as an additional insured on your policy.

**Proposed Use of Lands Information**

	COMMERCIAL BUSINESS	NOT FOR PROFIT	PRIVATE	OTHER	
<b>TYPE OF USE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Municipal (Street) Address</b>	_____				
<b>Legal Description</b>	LOT _____ BLOCK _____ PLAN _____				
	INDUSTRIAL	COMMERCIAL	PUBLIC	RESIDENTIAL	OTHER
<b>Land Use District</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PROPOSED ACTIVITIES**

**Applicant Information**

**Contact Name:** \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

**Organization/ Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address Apartment/Unit #

\_\_\_\_\_ City Prov Postal Code

Phone: \_\_\_\_\_ Email \_\_\_\_\_

Website: \_\_\_\_\_

Not for profit  Commercial  Private

**Onsite Contact Name:** \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

**Documentation List**

**PLEASE SELECT ALL THAT WILL BE SUBMITTED WITH YOUR EVENT APPLICATION**

- |   |  |
|---|--|
| <input type="checkbox"/> SITE LAYOUT/MAP                                | <input type="checkbox"/> INSURANCE (comprehensive general liability insurance naming the Town of Nanton) |
| <input type="checkbox"/> TRAFFIC CONTROL MANAGEMENT PLAN                |  |
| <input type="checkbox"/> SAFETY/SECURITY PLAN                           | <input type="checkbox"/> RELEASE/ INDEMNIFICATION FORM   |
| <input type="checkbox"/> BUSINESS LICENCE/ BUSINESS LICENSE APPLICATION | <input type="checkbox"/> WAIVER OF LIABILITY   |

<input type="checkbox"/> LETTER TO DIRECTLY IMPACTED BUSINESSES	<input type="checkbox"/> MUNICIPAL ENFORCEMENT <b>1-855-625-2248</b>
<i>These notifications will be verified by Town staff.</i>	

**ACCESSIBILITY:** Describe any provisions for access for people with disabilities, including accessible washrooms:



The following forms will need to be printed and signed by the applicant or signatory, then witnessed at, and submitted to the Town of Nanton. Electronic signatures are not accepted.

**Terms & Conditions**

By the signature of the applicant or the applicant's authorized signatory below, the applicant agrees to the following terms and conditions.

**NAME OF APPLICANT:** \_\_\_\_\_

1. The Applicant understands that any approval of this application shall not be construed as permission for use or occupancy of lands that require a signed agreement with the Town.
2. The Applicant must provide a security deposit if requested and that failure to return the lands to their original condition may result in charges to the Applicant.
3. That the Applicant provide a Liability Insurance certificate in the amount as per requirements outlined in the associated policy naming the Town of Nanton as an additional named insured.
4. That arrangements are made to provide adequate parking or that an alternate location be arranged for parking.
5. Proposed food services must obtain any required government permitting.
6. Proposed alcohol services must obtain a valid liquor license and confirmation that Liquor Liability is included in the insurance coverage must be submitted.
7. That the Applicant and any vendors it will be responsible for hold a valid Town of Nanton Business License if the Applicant or partners are operating a business.
8. That the Applicant will ensure that all clean-up has been completed and the lands returned to its original state upon completion of use.

**PAYMENT AND CANCELLATION POLICY**

1. Full payment is required, fees are not negotiable if they are set by bylaw or policy.
2. **Cancellation terms will be contained in the final lease or license.**

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**Applicant or Authorized Signatory**

**Witness Signature**

Print Name:

Print Name:

Date:



**Release and Indemnification**

**NAME OF APPLICANT:** \_\_\_\_\_

The Individual, Group or Organization (the "Applicant") accepts and will use Town property and facilities subject to this application (the "Premises") at its own risk and shall assume all risks and hazards incidental to the use of the Premises by the Applicant.

The Applicant agrees to release, absolve, save harmless and keep indemnified the Town of Nanton, its agents, officers, employees, volunteers, and representatives (the "Released Parties") from an against all claims, actions, expenses and demands, including legal or other fees, incurred in respect of any such claims or any actions or proceedings brought thereon arising directly or indirectly from or in connection with my use of the Premises.

I release the Released Parties from any and all claims including damages, liabilities, expenses, costs, including legal or other fees that I now have or may have in the future including claims of negligence or gross negligence by the Released Parties, or any of them, breach of contract, such duty of care owed under either common law or statute, including any applicable occupier's liability legislation arising out of my use of the Premises.

The Applicant is responsible for ensuring the Premises are appropriate for the activity and acknowledges that the Released Parties have not made any warranties or representations respecting the suitability or condition of the Premises.

I acknowledge and agree that the Released Parties have given no assurances or representations that the permit applied for shall be approved and issued and I release the Released Parties from any loss, damage or liability arising out of any contracts, including event ticket sales, made before the granting of a permit. Any contracts entered into by the applicant before the issue of a permit shall be at the applicant's sole risk.

In the event that the permit is revoked, I agree that the Released Parties shall not be liable for any loss, damage or liability arising out of the revocation of the permit including losses, damages or liability arising out of any contracts, including event ticket sales made by the Applicant before the revocation of the permit.

I declare that I have read, understand and agree to terms and conditions of this release and understand that it is binding on the Applicant, his/her heirs, executors, and assigns.

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**Applicant or Authorized Signatory**

**Witness Signature**

Print Name:

Print Name:

Date:

