



APPLICATION
City of Dunkirk
Lake Front
Overnight Parking Permit

Applicant
Name/Address

Vehicle Type/Model/Tag

Date(s)/Time(s) Requested

One (1) Night - \$45.00 Two (2) Nights - \$80.00 Three (3) Nights - \$110
Fee must accompany application

The Applicants are requesting use of City-owned real property located on Lake Shore Drive East adjacent to the Clarion Hotel (the "Premises") for over-night parking.

If approved, the Applicants may utilize the Premises pursuant to the terms and conditions contained herein.

No permanent structures may be erected on the Premises.

Every Applicant must comply with each and every rule, regulation, law and requirement imposed by the City of Dunkirk, County of Chautauqua, State of New York or other applicable regulatory/licensing authority, and shall insure that any activities are in conformance with each and every rule, regulation, law and requirement imposed by the State of New York or other regularly/licensing authority in such regard. All statutory provisions applicable to this Agreement are hereby incorporated by reference, including but not necessarily limited to the City's Noise Ordinance (Ch. 47 Dunkirk City Code).

All grounds are to be maintained and returned to the condition in which they were found.

The City is not responsible for any damages whatsoever to the Applicants or to any property of the Applicants.

Applicants shall, in addition to the other requirements hereunder, indemnify and insure the City against any and all claims, costs and damages arising out of the performance or non-performance of activities contemplated hereunder.

Approval of this Application in no way confers any permanent legal right, title or interest in or to any property; approval and use by the Applicants of any such property does not and shall never ripen into or become a right to own or to use any portion of the premises in a manner inconsistent with the terms herein. Upon approval, the Applicants shall have a non-exclusive, revocable right to use the premises solely upon the terms and conditions contained herein.

By executing this Application, the undersigned acknowledge that it has been reviewed and understood and the undersigned accepts to comply with each and every term, condition and obligation contained herein.

Each Applicant hereby agrees to indemnify and hold harmless the City of Dunkirk, its employees and agents, from any and all actions, losses, claims, judgments, liabilities or proceedings, of whatever type, and further defends the City from and against any and all actions, losses, claims, judgment, liabilities and proceedings which the City may suffer or incur, arising out of the Applicants' use of City-owned real property.

Applicant Signature

_____ (date)

The Application for the use of the Premises by the above Applicant is hereby

Fee Received

APPROVED DENIED

Wilfred Rosas, Mayor (date)

Edwin C. Ramos, City Clerk
