



# Street Performance Application

(Please Print or Type)

Description of the Performance \_\_\_\_\_

Three locations: (1) *Town Gazebo* (2) *Beachfront stage*; (3) *Cape Fear FEMA lot*, or (4) the *Beachfront Cove*.

Dates requesting: (Maximum 4 months) From: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

### Specific Dates

Below please list the location, requested date, day of week and times (hrs. from –to)

Location	Date	Day of Week	Hours (from-to)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Number of Performers: \_\_\_\_\_

Name Performer(s): \_\_\_\_\_

**The person listed below is a performer who is 18 years of age or older, or a responsible adult representing the performer(s):**

Name \_\_\_\_\_ Phone# \_\_\_\_\_

Mailing Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Email: \_\_\_\_\_

Please check which applies:  Performers under 18: **No charge**  Adult performers (18 or older) **Total Due \$15**

.....  
**Office Use Only**

**CAROLINA BEACH REVIEW**

Police \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

**Town Manager** \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

**AGREEMENT TO RELEASE AND INDEMNIFY  
TOWN OF CAROLINA BEACH:**

---

**(Print Applicant's Name)**

In consideration by the Town of Carolina Beach of the issuance of the permit herein applied for, Applicant hereby agrees as follows:

To the fullest extent permitted by law, the Applicant shall release, indemnify, keep and save harmless the Town, its agents, officials and employees from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of or occurring in connection with the Applicant's use or occupancy of public property as may be permitted pursuant to this application (or by any person acting for the Applicant or for whom the Applicant is alleged to be in any way responsible), whether such claim is based in whole or in part on contract, tort (including alleged or active or passive negligence or participation in the wrong) or upon an alleged breach of any duty or obligation on the part of the Town, its agents, officials or employees.

The provisions of this agreement shall include any claims for equitable relief or for damages (compensatory or punitive) against the Town, its agents, officials and employees, including alleged injury to the business of any claimant, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the Town, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the Town, its agents, officials or employees.

By executing this release and indemnity, Applicant expressly accepts those portions of public property to be used for performing in their present condition. Applicant further agrees that it shall have no claim against the Town for failure to repair or maintain those portions of public property used for performing, or for any damages to the same by the Town, however caused.

The intention of the Applicant is that this release and indemnity be incorporated into any permit for street performances issued pursuant to Chapter 8 of the Carolina Beach Code and its application. It is further the intention of the Applicant that this release and indemnity be broadly construed and applied in favor of the Town.

I, \_\_\_\_\_ performing as/with the act described on this application, agree to accept all statements in the indemnity agreement above and the 13 conditions for street performers.

Applicant's Signature

Date \_\_\_\_\_

## CONDITIONS FOR STREET PERFORMERS

- (1)** No *performer* shall perform except after the issuance of a permit by the town manager or his/her designee. The permit shall be displayed at all times while performing.
- (2)** No *performer* shall engage in any activity that can cause bodily injury to any person. No electrical equipment shall be permitted.
- (3)** Street performing is only allowed from 10am to 10pm in a designated area as provided on the permit
- (4)** Permits are issued for locations and times on a first come first serve basis. To avoid conflicting performances, a *performer* will not be issued a permit for a time and/or location that have already been designated to another *performer*.
- (5)** *Performers* shall maintain compliance with the noise ordinance.
- (6)** *Performers* shall not *solicit* pedestrians in an *aggressive manner*.
- (7)** A *performer* or associated crowds shall not block or obstruct the free movement of pedestrians or vehicle.
- (8)** A *performer* shall not perform in any area in which an authorized festival or an official event is underway unless the *performer* made an arrangement with the organizer or manager of the festival or event.
- (9)** Performers shall not utilize signage in conjunction with their performance.
- (10)** Performers under the age of 18 shall be exempt from paying fees. *Performers* 18 or older shall be charged fifteen (15) dollars for a permit.
- (11)** Any *performer* is liable for any damages or injury to the public or property resulting from his/her activities. The *performer* shall defend, indemnify and hold the Town, its officials and employees harmless, against any and all liability, loss, cost, damages or expenses incurred by the Town in connection with any performance of the *performer*. The Town may require the performer as a condition of a permit to obtain liability insurance for bodily injury and property damage in connection with performance, the coverage being in an amount and specifying such terms required by the Town. The Town may require that the liability insurance policy name the Town as an additional insured.
- (12)** A permit may be denied if it is found that the applicant does not meet the requirements for a permit or if the granting of a permit may substantially harm the public safety and welfare or substantially impair the value of adjacent properties.
- (13)** The town may revoke any permit issued pursuant to this section if any authorized town official determines that a performer is in willful or reckless violation of any provision of this section, or any term of the permit, or in violation of any other applicable ordinance or law, or any permit violation brought to the the performer's attention by the Town is not corrected immediately after a warning.