



Borough of Quakertown
Open Container Application
Phone: 267-372-7275
Email: rentals@quakertown.org

APPLICANT INFORMATION	
Applicant's Name:	
Phone Number:	Email:
Address:	

EVENT DETAILS	
Location of Event:	
Event Date:	Event Hours:
Event Description:	

REQUIRED DOCUMENTS
<p><i>All the following documents must be attached before the Police Department reviews your application.</i></p> <p><input type="checkbox"/> Boundary map detailing the limit of the event where alcohol will be consumed</p> <p>This map shall include property address, alleys, or any other identifying features to describe these limits. If you are using a photo to show the boundary limits of the proposed open container use within the Borough, you will also be required to include a written description. The Police Department shall review every proposed open container use boundary and reserves the right to make changes to the boundary map upon review with the applicant before approving the permit application. The Police Department must approve a boundary map before the Open Container Permit is approved. <u>After the application has been approved by the Police Department there shall be no alcohol permitted beyond those boundaries, and open container use within the boundary shall be limited to the approved dates and hours covered by the Open Container Permit.</u></p> <p>Any person who shall violate the provisions of Part 8 of Chapter 6 of the Quakertown Borough Municipal Code, relating to alcoholic beverages, shall upon conviction thereof, in compliance with Section 805, be sentenced to pay a fine of fifty (\$50.00) dollars plus the costs of prosecution for the first offense; one hundred (\$100.00) dollars plus the costs of prosecution for the second offense; and three hundred (\$300.00) dollars plus the costs of prosecution for the third offense and any offense thereafter.</p> <p><input type="checkbox"/> Copy of valid Pennsylvania Liquor Control Board permit for each vendor distributing alcohol</p> <p><input type="checkbox"/> Proof of liability insurance naming vendors and the Borough, its officers, officials, agents, representatives, and employees as additional insured</p>



Requirements & Compliance

The Applicant and any individual or business distributing or selling alcohol at the event are responsible for ensuring compliance with all federal, state, and local laws and regulations governing the distribution and consumption of alcohol at the event. By submitting this application, the Applicant acknowledges and agrees to the following:

1. **Permitting and Licensing:** It is the responsibility of the Applicant to ensure that any individual or business distributing or selling alcohol at the event:
 - Possesses a valid permit from the Pennsylvania Liquor Control Board (PLCB) authorizing such activity; and
 - Complies fully with all applicable PLCB regulations and requirements including, but not limited to, the Liquor Code (47 P.S. § 1-101 *et seq.*) and associated regulations (40 Pa. Code § 1.1. *et seq.*)
2. **Legal Responsibilities & Penalties:** The Applicant shall abide by the following provisions:
 - The Applicant and any individual or business distributing or selling alcohol at the event are subject to all applicable criminal and civil penalties for violations of alcohol-related laws, including but not limited to:
 - i. Furnishing alcohol to minors;
 - ii. Overserving visibly intoxicated individuals; and
 - iii. Operating without proper permits or within unapproved areas.
 - The Applicant, for himself/herself/itself, his/her/its grantees, successors, and assigns, releases and holds harmless the Borough, its officers, officials, agents, representatives, and employees (hereinafter "Covered Parties") from all claims, actions, causes of action, judgments, losses, damages, costs, expenses, liabilities, or any other demand for money or damages of any kind, whatsoever, including without limitation, all attorney's fees (hereinafter "Claims"), incurred in connection with, arising from or as a result of death, accident, injury, loss, or damage to any person or any property, arising out of or related in any way to the possession or use of this Open Container Permit, including Claims resulting from acts or omissions of any attendee of the event subject to the Open Container Permit; any breach on the part of the Applicant and Applicant's officers, officials, agents, representatives, subcontractors, or employees, or any individual or business distributing or selling alcohol with the express or implied permission of the Applicant ("Releasing Parties"), of any condition of this Open Container Permit; any failure of the Releasing Parties to comply with any statutes, regulations, ordinances, or orders of any governmental authority concerning the possession or use of the Open Container Permit, including those resulting from the acts or omissions of any attendee of the event subject to the Open Container Permit; whether such death, accident, injury, loss, or damage is caused by the negligence or intentional conduct of the Releasing Parties or the attendees of the event. This Release, however, shall not apply to Claims arising out of the gross negligence and/or willful misconduct of the Covered Parties.



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The Applicant shall indemnify the Covered Parties from and against any and all Claims, incurred in connection with, arising from or as a result of death, accident, injury, loss, or damage to any person or any property, arising out of or related in any way to the possession or use of the Open Container Permit; including Claims resulting from any acts or omissions of any attendee of the event subject to the Open Container Permit; any breach on the part of the Releasing Parties of any condition of this Open Container Permit; any failure of the Releasing Parties to comply with any statutes, regulations, ordinances or orders of any governmental authority concerning the possession or use of the Open Container Permit; whether such death, accident, injury, loss, or damage is caused by the negligence or intentional conduct of the Releasing Parties or the acts or omissions of any attendees of the event. Furthermore, the Applicant, for himself/herself/itself, his/her/its grantees, successors, and assigns, warrants and shall forever defend against any such Claims. The Applicant further agrees to reimburse the Covered Parties for any expenses which the Covered Parties have incurred, including legal fees, expert witness fees, and judgments, resulting from such Claims filed or brought against the Covered Parties. In the event such a Claim is asserted against the Covered Parties, the Borough shall promptly notify the Applicant, and the Applicant shall defend, at his/her/its own expense, any suit based on such claim. This Release, however, shall not apply to Claims arising out of the gross negligence and/or willful misconduct of the Covered Parties.

- Limitation of Liability. Notwithstanding anything to the contrary contained in this Open Container Permit, in no event shall the Borough or the Applicant be liable to each other for any punitive, indirect, consequential, special, or incidental damages, including loss of goodwill or loss of profits.
- The Applicant shall execute a written agreement with each individual or business distributing or selling alcohol at the event for which the Open Container Permit applies that contains, at minimum, provisions substantially identical to the preceding provisions related to legal responsibilities and penalties.

By signing below, I, the Applicant, affirm that I have read, understand, and agree to comply with all requirements outlined in this Open Container Permit Application. I understand that failure to comply may result in revocation of this permit, denial of future event permits, and/or legal consequences.

Signature*

Date*

For office use only

Approved

Denied:

Date: _____

Return Application to:
Email (as attachment): rentals@quakertown.org
Or Mail: Quakertown Borough
35 N. Third Street Quakertown, PA 18951