



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

Re: Use Permit Agreement for Public Property
Permittee Name: Celtic Fest, Inc. dba Celtic Cultural Alliance
Purpose: 2024, 2025 and 2026 Celtic Classic Highland Games and Festival
Location: Various City Properties and Streets

Date: August 13, 2024
August 19, 2024 (corrected)

Attached is a proposed Resolution and associated Use Permit Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

John F. Spirk, Jr.

John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor
Michael Alkhal, Director of Public Works
Jayne Ann M. Recker, Celtic Fest, Inc.

RESOLUTION NO. 2024-_____

Authorization For Use Permit Agreement

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute a Use Permit Agreement and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, according to the terms and conditions indicated therein and made a part hereof, with the following named permittee, for the uses and purposes indicated below:

1. Name of Permittee: Celtic Fest, Inc. d/b/a Celtic Cultural Alliance
2. Premises:
 - (i) Public Properties
 - (a) Grass island bounded on the north by Spring Street, the west by Conestoga Street, the east by Main Street and the south by W. Lehigh Street less and excepting railroad property;
 - (b) Property on the southwest corner of W. Lehigh and Conestoga Streets less and excepting railroad property;
 - (c) Property on the southwest corner of Spring and Conestoga Streets;
 - (d) Property on the northwest corner of Spring and Conestoga Streets;
 - (e) Property on the northwest corner of W. Lehigh Street and Conestoga Streets;
 - (f) Second Avenue Ramp of the Hill to Hill Bridge;
 - (g) Property bordered by Main Street, Lehigh Street and the Monocacy Creek;
 - (h) Property on the northeast corner of Spring and Conestoga Streets;
 - (i) Property on the southwest corner of Main and West Lehigh Streets; and
 - (j) The area west of Conestoga Street under the Hill-to-Hill Bridge between Spring and Lehigh Streets, including the street;
 - (ii) Streets
 - (a) W. Lehigh Street between Main and Conestoga Streets;
 - (b) Spring Street between Main and Conestoga Streets;
 - (c) Main Street from Church to West Lehigh Streets; and
 - (d) Conestoga Street between Lehigh and Spring Streets;
 - (iii) Sand Island West
 - (a) Parking Lot west of Fritch Fuel, for the purpose of volunteer parking. Routine use of Sand Island and its facilities will not be restricted, including use of the basketball courts, tennis courts, playground areas and any maintenance or construction activities.
 - (b) Parking Lot west of the train trestle, for the purpose of volunteer parking. Routine use of Sand Island and its facilities will not be restricted, including use of the basketball courts, tennis courts, playground areas and any maintenance or construction activities.
 - (c) Parking Lot adjacent to the Charles A. Brown Ice House.
3. Purpose: 2024, 2025 and 2026 Celtic Classic Highland Games and Festival

4. Duration:

Celtic Classic 2024

- (i) Public Properties
 - September 13, 2024 through October 5, 2024
- (ii) Streets
 - September 27, 2024 from 4:00 pm to 10:00 pm; September 28, 2024 from 10:00 am to 10:00 pm; and September 29, 2024 from 10:00 am to 10:00 pm
- (iii) Sand Island West
 - September 27, 2024 from 4:00 pm to 10:00 pm; September 28, 2024 from 10:00 am to 10:00 pm; and September 29, 2024 from 10:00 am to 10:00 pm

Celtic Classic 2025

- (i) Public Properties
 - September 12, 2025 through October 4, 2025
- (ii) Streets
 - September 26, 2025 from 4:00 pm to 10:00 pm; September 27, 2025 from 10:00 am to 10:00 pm; and September 28, 2025 from 10:00 am to 10:00 pm
- (iii) Sand Island West
 - September 26, 2025 from 4:00 pm to 10:00 pm; September 27, 2025 from 10:00 am to 10:00 pm; and September 28, 2025 from 10:00 am to 10:00 pm

Celtic Classic 2026

- (i) Public Properties
 - September 11, 2026 through October 3, 2026
- (ii) Streets
 - September 25, 2026 from 4:00 pm to 10:00 pm; September 26, 2026 from 10:00 am to 10:00 pm; and September 27, 2026 from 10:00 am to 10:00 pm
- (iii) Sand Island West
 - September 25, 2026 from 4:00 pm to 10:00 pm; September 26, 2026 from 10:00 am to 10:00 pm; and September 27, 2026 from 10:00 am to 10:00 pm

5. Event Dates: Celtic Classic 2024: September 27-29, 2024
Celtic Classic 2025: September 26-28, 2025
Celtic Classic 2026: September 25-27, 2023

Sponsored by _____

ADOPTED by Council this day of , 2024.

President of Council

ATTEST:

City Clerk

**CITY OF BETHLEHEM
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

THIS USE PERMIT AGREEMENT FOR PUBLIC PROPERTY (the “Agreement”) is made as of this ____ day of _____, 2024 (the “Effective Date”), between CELTIC FEST, INC. d/b/a CELTIC CULTURAL ALLIANCE, 902 4th Avenue, Suite 2, Bethlehem, Pennsylvania, 18018, hereinafter referred to as “Permittee”, and the CITY OF BETHLEHEM, a municipal corporation and City of the Third Class of the Commonwealth of Pennsylvania, with its office and principal place of business situated at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018, hereinafter referred to as “City.”

Background

Permittee desires to utilize certain premises identified in **Exhibit A** to this Agreement (the “Premises”) for the purpose and on the dates described therein.

City desires to grant to Permittee a Use Permit for the Premises, and Permittee is willing to accept such Use Permit, under the terms and conditions hereinafter set forth.

Agreement

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Permittee and City agree as follows:

1. Grant of Non-Exclusive Use Permit. Based upon the information submitted, including the representations and warranties made by Permittee, in its application to City for Use Permit, City hereby grants to the Permittee a permit to use the Premises, as more particularly described in **Exhibit A**, for Permittee’s non-exclusive use for the Purpose and for the Term set forth in **Exhibit A**, unless earlier terminated in accordance with the terms of this Agreement.
2. Premises to Remain Open and Accessible to the Public. During the Term of this Agreement, the Premises must remain open and accessible to the public at all times and for constitutionally protected speech or activity, excepting reasonable restrictions and accommodation to prevent deliberate interference with activities or events scheduled by and conducted by the Permittee. To the extent the Premises includes a building or other enclosed structure, City will determine, in its sole discretion, the days and hours for public access, and the days and hours that such building or enclosed structure shall be closed and locked. Permittee shall not interfere with or disrupt City’s operations and activities on the Premises. Permittee shall maintain the Premises in a manner that allows sufficient emergency vehicle and equipment ingress and egress at all times.
3. Scheduling of Events. City and Permittee will coordinate the scheduling of events to be conducted by Permittee on the Premises. City shall retain the right to make final decisions, in its sole discretion, with regard to the scheduling of any and all matters relating to or arising out of this Agreement.
4. Fees, Contributions and Charges.
 - (a) Fees for the usage of the Premises will be due in accordance with the fee schedules adopted by City Council.

City of Bethlehem Event Designation: 2024, 2025 and-2026 Celtic Classic Highland Games and Festival

(b) All contributions, fees and charges are due and must be paid within thirty (30) days of the date of invoice, unless otherwise specified herein. If payment is not received within thirty (30) days or by the specified due date, interest charges will accrue at an interest rate of one percent (1%) per month or any portion of a month thereof. Interest accruals will apply to any and all claims for damages incurred by City and/or other services provided by City (including but not limited to EMS, fire inspectors, police personnel, City services).

5. Maintenance by Permittee. During the Term of this Agreement, Permittee shall maintain and keep the Premises in a clean and sanitary condition. Any clean-up and trash hauling costs, or cost to repair damage to the Premises or any other City property, incurred by City as a result of the subject event will be invoiced to Permittee. Payment in full shall be due to the City of Bethlehem within thirty (30) days of invoicing.

6. Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee. Within two (2) days of the termination or expiration of this Agreement, Permittee shall remove all of its personal property from the Premises and return the Premises to its condition, reasonable wear and tear excepted, prior to the commencement of this Agreement. If Permittee fails to remove its personal property and/or return the Premises to its prior condition, Permittee agrees to pay to City, on demand, all costs incurred by City to remove the personal property and return and restore the Premises to its original condition.

7. City Services. If security services will be or are being required in connection with this Agreement, Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control and related duties during the event, immediately before the Event and immediately after the Event. Except for services expressly agreed to under this Agreement, City shall not be obligated to provide any services to Permittee incident to Permittee's use of the Premises.

8. Public Safety. The Permittee shall comply with the following provisions.

(a) Safety Plan/EMS Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in Exhibit A to this Agreement.

(b) Emergency Vehicle and Equipment Access. Sufficient emergency vehicle and equipment ingress and egress must be maintained at all times during the event that is subject of this Agreement.

9. Revenue. All revenue from the event activities may be retained by Permittee.

10. Code Inspection and Compliance

(a) Any tent, canopy, membrane, or similar structure that Permittee erects or allows to be erected on City property in conjunction with this Agreement shall be subject to health, fire, safety, etc. inspections by the appropriate City departments including but not limited to the Code Enforcement Bureau. For purposes of this agreement each tent, canopy, membrane, or similar structure must comply with all pertinent provisions of the current UCC building and fire codes adopted by City and other codes, guidelines, etc. deemed relevant by City. City shall issue a written approval to Permittee as it relates to each tent, canopy, membrane or other similar structure. Permittee hereby agrees to pay City a Fifty Dollar (\$50.00) fee for the inspection of each tent, canopy or membrane subject to this provision.

City of Bethlehem Event Designation: 2024, 2025 and-2026 Celtic Classic Highland Games and Festival

(b) Permittee, and any vendor, party or participant of the event that is the subject of this Agreement that anticipates cooking or heating any food during the event, is required to obtain the necessary permit from the City's Fire Department and have any cooking or heating device or equipment to be used or anticipated to be used inspected by the City's Fire Department.

(c) Permittee's failure to follow City Code requirements and directives by inspectors shall be a violation of this Agreement.

11. Termination. Either party may terminate this Agreement for any reason on thirty (30) days advance written notice to the other party; provided, however, in the event any term or condition of this Agreement is violated by Permittee, City, in its sole discretion, may immediately suspend or terminate this Agreement without notice or the opportunity to cure such violation.

12. General Indemnification. Permittee shall defend, indemnify and hold harmless City, its respective employees, officers, council members, and agents (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with this Agreement; and/or Permittee's negligence, willful misconduct or breach of the terms of this Agreement; and/or that may arise under U.S. Copyright Laws, to all music licensing agencies (including but not limited to SESAC, BMI and ASCAP) and any other third parties resulting from or accruing from Permittee's unlicensed authorization, sponsoring or presenting recorded or live music on the Premises. This Section shall not apply to Losses arising from action by officers of the Bethlehem Police Department.

13. Limitation of Liability. IN NO EVENT WILL CITY OR INDEMNITEES (DEFINED ABOVE) BE LIABLE FOR, AND PERMITTEE WAIVES ITS RIGHT TO, ANY LOSS OF REVENUE, PROFITS, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF CITY'S PERFORMANCE OR NON-PERFORMANCE UNDER, OR TERMINATION OF, THIS AGREEMENT.

14. Preservation of Defenses. In executing this Agreement, the parties agree and understand that, except as expressly set forth in this Agreement, City does not waive and expressly reserves all defenses, rights or immunities at law or in equity arising under applicable governmental immunity laws and statutes, also including the Pennsylvania Political Subdivisions Tort Claims Act.

15. Insurance Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in **Exhibit A** to this Agreement.

16. Compliance with Law. During the Term of this Agreement, Permittee shall comply with all applicable laws, regulations and ordinances, including inspection and safety Codes, directives by City Code compliance officers and inspectors, policy, rule or regulation. Permittee shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. During the Term of this Agreement, Permittee shall incorporate best management practices in Permittee's operations as it relates to environmental protection and energy conservation, which shall include full and complete compliance with state and/or local regulatory and/or non-regulatory

guidelines for the management of, but not limited to, recycling, soil pollution, erosion control, energy saving applications, energy conservation, and use of environmentally friendly products.

17. Waiver. No waiver by City of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by City. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it has been represented by, or has had the opportunity to retain the advice of, independent counsel in connection with this Agreement and the transactions contemplated by this Agreement, and therefore, waive the application of any rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. In furtherance thereof, Permittee does further waive any claim or contention that this Agreement should be construed against City on the basis that this Agreement was prepared by the City.

19. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) government order, law, or action; (d) national or regional emergency; and (e) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

20. Assignment. Permittee shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of City. Any purported assignment or delegation in violation of this Section shall be null and void. No permitted assignment or delegation shall relieve Permittee of any of its obligations hereunder.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law; Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those

of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Northampton County, Commonwealth of Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such venue in any such suit, action or proceeding.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranties, Indemnification, Insurance, Compliance with Laws, Governing Law, Venue, and Survival.

27. Records Availability, Inspection and the "Right to Know Law." The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq ("RTKL"), applies to this Agreement and potentially some or all of the records generated pursuant to this Agreement. Permittee acknowledges and agrees to the applicability of the RTKL to this Agreement and its obligations to cooperate by providing documents in response to requests for public records as defined under the RTKL. This provision requiring Permittee's cooperation shall not be interpreted to waive any provision or interpretation under the RTKL that a record is not a public record or is subject to confidentiality, privacy or proprietary protections applicable under the RTKL or another law.

28. Entire Agreement. This Agreement, the application for Use Permit submitted by Permittee, and any related exhibits and attachments, including **Exhibit A** to this Agreement and any applicable **Joinder Addendum** to this Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

29. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The parties may utilize electronic means (including facsimile and e-mail) to execute and transmit this Agreement and all such electronically executed and/or transmitted copies of this Agreement shall be deemed as valid as originals.

[SIGNATURES TO FOLLOW]

City of Bethlehem Event Designation: 2024, 2025 and-2026 Celtic Classic Highland Games and Festival

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Use Permit Agreement to be duly executed and delivered on the date and year first above written.

ATTEST:

PERMITTEE:

CELTIC FEST, INC. d/b/a CELTIC
CULTURAL ALLIANCE

Secretary

By: _____
Title:

ATTEST:

CITY:

CITY OF BETHLEHEM

City Controller

By: _____
J. William Reynolds
Mayor

The within Use Permit Agreement is certified
to be needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: Michael Alkhal

EXHIBIT A
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

A. Premises:

(i) Public Properties

- (a) Grass island bounded on the north by Spring Street, the west by Conestoga Street, the east by Main Street and the south by W. Lehigh Street less and excepting railroad property;
- (b) Property on the southwest corner of W. Lehigh and Conestoga Streets less and excepting railroad property;
- (c) Property on the southwest corner of Spring and Conestoga Streets;
- (d) Property on the northwest corner of Spring and Conestoga Streets;
- (e) Property on the northwest corner of W. Lehigh Street and Conestoga Streets;
- (f) Second Avenue Ramp of the Hill to Hill Bridge;
- (g) Property bordered by Main Street, Lehigh Street and the Monocacy Creek;
- (h) Property on the northeast corner of Spring and Conestoga Streets;
- (i) Property on the southwest corner of Main and West Lehigh Streets;
- (j) The area west of Conestoga Street under the Hill-to-Hill Bridge between Spring and Lehigh Streets, including the street;

(ii) Streets

- (a) W. Lehigh Street between Main and Conestoga Streets;
- (b) Spring Street between Main and Conestoga Streets;
- (c) Main Street from Church to West Lehigh Streets;
- (d) Conestoga Street between Lehigh and Spring Streets;

(iii) Sand Island West

- (a) Parking Lot west of Fritch Fuel, for the purpose of volunteer parking. Routine use of Sand Island and its facilities will not be restricted, including use of the basketball courts, tennis courts, playground areas and any maintenance or construction activities.
- (b) Parking Lot west of the train trestle, for the purpose of volunteer parking. Routine use of Sand Island and its facilities will not be restricted, including use of the basketball courts, tennis courts, playground areas and any maintenance or construction activities.
- (c) Parking Lot adjacent to the Charles A. Brown Ice House.

City of Bethlehem Event Designation: 2024, 2025 and-2026 Celtic Classic Highland Games and Festival

B. Scope of Use: Permittee seeks a Use Permit for the Premises for the event/purpose, on the dates, for the duration, and subject to the terms indicated below and herein:

Event/Purpose: 2024, 2025 and 2026 Celtic Classic Highland Games and Festival
Event Dates/Times: <i>Celtic Classic 2024</i> • September 27, 2024 from 4:00 pm to 10:00 pm • September 28, 2024 from 10:00 am to 10:00 pm • September 29, 2024 from 10:00 am to 10:00 pm <i>Celtic Classic 2025</i> • September 26, 2025 from 4:00 pm to 10:00 pm • September 27, 2025 from 10:00 am to 10:00 pm • September 28, 2025 from 10:00 am to 10:00 pm <i>Celtic Classic 2026</i> • September 25, 2026 from 4:00 pm to 10:00 pm • September 26, 2026 from 10:00 am to 10:00 pm • September 27, 2026 from 10:00 am to 10:00 pm
Use Permit Duration: <i>Celtic Classic 2024</i> (i) Public Properties • September 13, 2024 through October 5, 2024 (ii) Streets • September 27, 2024 from 4:00 pm to 10:00 pm; September 28, 2024 from 10:00 am to 10:00 pm; and September 29, 2024 from 10:00 am to 10:00 pm (iii) Sand Island West • September 27, 2024 from 4:00 pm to 10:00 pm; September 28, 2024 from 10:00 am to 10:00 pm; and September 29, 2024 from 10:00 am to 10:00 pm <i>Celtic Classic 2025</i> (i) Public Properties • September 12, 2025 through October 4, 2025 (ii) Streets • September 26, 2025 from 4:00 pm to 10:00 pm; September 27, 2025 from 10:00 am to 10:00 pm; and September 28, 2025 from 10:00 am to 10:00 pm (iii) Sand Island West • September 26, 2025 from 4:00 pm to 10:00 pm; September 27, 2025 from 10:00 am to 10:00 pm; and September 28, 2025 from 10:00 am to 10:00 pm <i>Celtic Classic 2026</i> (i) Public Properties • September 11, 2026 through October 3, 2026 (ii) Streets • September 25, 2026 from 4:00 pm to 10:00 pm; September 26, 2026 from 10:00 am to 10:00 pm; and September 27, 2026 from 10:00 am to 10:00 pm (iii) Sand Island West • September 25, 2026 from 4:00 pm to 10:00 pm; September 26, 2026 from 10:00 am to 10:00 pm; and September 27, 2026 from 10:00 am to 10:00 pm
Permittee Contact Person: Jayne Ann Recker
Miscellaneous (e.g. names of subpermittees or vendors/Joinder Addendum): None

Permittee ratifies and confirms all representations and warranties contained in Permittee's application for

City of Bethlehem Event Designation: 2024, 2025 and-2026 Celtic Classic Highland Games and Festival

Use Permit and certifies to the true and accuracy of the information submitted therewith.

C. Term. The initial term of this Agreement shall be for the Use Permit Duration identified in Paragraph B of this Exhibit A (the “Term”). Notwithstanding any provision to the contrary, City may terminate, cancel or postpone this Agreement in writing at any time during the Term in accordance with Section 11 of this Agreement.

D. Insurance Requirements.

(i) Permittee shall maintain, at its sole expense, the following minimum insurance coverage:

- ☒ Comprehensive General Liability (Acord Form 25) (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage). Coverage must be no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Products and Completed Operations coverage to be maintained one (1) year after final payment for Goods.
- ☒ Liquor Liability (under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (a) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (b) the insurance shall provide coverage for the periods of time indicated above as Use Permit Duration and (c) which insurance names the “City of Bethlehem, its officers and employees” as an additional insured. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee’s signing and delivery of this Agreement to City for counter-signature. A certificate naming City as “certificate holder” only is non-compliant.

(ii) Insurance under this Agreement shall be written by a company licensed to do business in the Commonwealth of Pennsylvania, at the time the policy is issued.

(iii) Certificates of Insurance shall be produced to City prior to execution of this Agreement and shall (a) confirm that such insurance policies may not be cancelled nor materially altered except upon thirty (30) days advance written notice to the Office of the City Solicitor, (b) name “**The City of Bethlehem, its Officials and Employees**” as additional insureds, and (c) include the following Certificate Holder Designation: “City of Bethlehem Attn: Office of Solicitor, 10 East Church Street, Bethlehem, PA 18018-6025”.

E. Special Provisions Relating to Service of Alcohol.

- ☐ Permittee certifies no alcohol will be served or sold during the event.
- ☐ Permittee certifies alcohol will be served but not sold during the event.

(i) Alcohol service each day of the event shall end no later than thirty minutes prior to the end time.

(ii) Permittee may not sell or permit sale of alcohol at the event or in violation of state law, Pennsylvania LCB regulations and this Agreement. Neither may Permittee charge the price of alcohol in a price, ticket or admission fee to enter or attend the event. Alcohol shall be served free of charge.

City of Bethlehem Event Designation: 2024, 2025 and-2026 Celtic Classic Highland Games and Festival

☒ Permittee certifies alcohol will be served and sold during the event.

(i) Alcohol service and sales each day of the event shall end at the earlier of thirty minutes prior to the end time or any time required by the Permittee's PA LCB license or Special Occasion Permits, if any.

(ii) Permittee represents and warrants as follows with regard to the sale of alcohol at the event:

☐ Alcohol will be served or sold on its private property during the event but that no alcohol will be served, sold or consumed on City property or public right-of-way during the event.

☒ Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permit or License for each event listed above.

☐ Permittee's Subpermittees will be selling alcohol at the event subject to the following conditions: (a) Subpermittees must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the Bureau of Law of the City of Bethlehem, a copy of their Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permits or Licenses for each event date listed above; and (b) Subpermittees must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A.

☐ Permittee's Vendors will be selling alcohol at the event subject to the following conditions: (a) Permittee's vendors must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the City of Bethlehem, a copy of their Exposition Permits for each event date listed above; (b) Permittee's vendors must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A; (c) Permittee's vendors holding an Exposition Permit may provide tasting samples in individual portions not to exceed the number of ounces allowed pursuant to 47 P.S. § 505.2(a)(4) related to Limited Wineries or pursuant to 47 P.S. § 505.4(b)(8) relating to Limited Distilleries and Distilleries; and (d) Permittee shall require and ensure that each vendor selling alcohol or providing samples at the event will prominently display a sign notifying customers that "City ordinance prohibits the consumption of alcohol sold here on City streets or sidewalks."

F. Roster Duty Police Officers.

☐ No Roster Duty Required.

☒ Permittee must provide and pay for City of Bethlehem Roster Duty Police Officers at all times during the event listed above. The number of roster duty police officers required for the event shall be determined at the sole discretion of the City of Bethlehem Police Department. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

☐ Permittee shall consult with the City of Bethlehem Police Department three (3) weeks before each scheduled event listed above regarding expected attendance and/or pertinent information

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regarding each event. After that consultation, the Police Chief will determine if roster duty officers are required for the event. The number of roster duty police officers required for the event(s) shall be determined at the sole discretion of the City of Bethlehem Police Chief. The Police Chief may exercise his/her discretion and issue a determination at any time prior to or during the event(s) where the circumstances indicate the need for additional police presence. If it is determined by the City of Bethlehem Police Chief, in the Police Chief's sole discretion, that Roster Duty Police Officers are required for a particular event date or at a particular event location, Permittee shall accept the determination of the Police Chief without recourse, and must provide and pay for the required number of Roster Duty Police Officers to be present at all required times during such event on the event date or dates and at the location or locations in question. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

G. Public Safety.

☐ No Public Safety Plan Required.

☒ At least thirty (30) days before the event that is subject of this Agreement is scheduled to begin, Permittee must submit a Public Safety Plan (the "Plan") to City's Recreation Director, Fire Chief, Police Chief, EMS Director and Emergency Management Coordinator, which Plan addresses each item on the attached Exhibit B. The Permittee's event shall not be held on City property unless written approval has been granted by City on or before the start date of the event to the Permittee's Plan.

☐ No EMS Standby Required.

☒ Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the event that is subject of this Agreement. Permittee shall pay to City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

☐ Permittee shall consult with the City EMS Director to determine if EMS Standby services are warranted for each event date noted above. If it is determined by the EMS Director, in the EMS Director's sole discretion, that EMS Standby services are required for a particular event date, the Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the festival or special event. The Permittee shall pay to the City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by the City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

H. Miscellaneous. Permittee and City agree that the following additional terms and conditions will apply during the Term of this Agreement:

- (i) Vehicular and Pedestrian Use. The Streets designated in Section A above shall be kept open for vehicular and pedestrian use at all times, except as otherwise allowed herein. Permittee shall place no barricades, blockades or other items in the Streets which would, in any way, impede the flow of vehicular or pedestrian traffic. Said streets may be closed or barricades or blockades erected only with the prior written consent of the Police Chief, which consent may include such restrictions or conditions as the Police Chief may require in his sole discretion. Sufficient emergency vehicle and equipment ingress and egress must be maintained at all times.
- (ii) Use of Public Sidewalks. Permittee shall not restrict the use of the public sidewalks by the abutting property owners and tenants.

(iii) Contributions.

- (1) For Celtic Classic 2024, Permittee hereby agrees to pay to the City, as a contribution toward the overall in-kind service costs of Celtic Classic 2024, an amount equal to the total amount of overtime costs incurred by the City for its officers, employees, police department personnel, fire department personnel and EMS personnel, for Celtic Classic 2024, and an amount equal to the total cost of electricity used for Celtic Classic 2024.
- (2) For Celtic Classic 2025, Permittee hereby agrees to pay to the City, as a contribution toward the overall in-kind service costs of Celtic Classic 2025, an amount equal to the total amount of overtime costs incurred by the City for its officers, employees, police department personnel, fire department personnel and EMS personnel, for Celtic Classic 2025, and an amount equal to the total cost of electricity used for Celtic Classic 2025.
- (3) For Celtic Classic 2026, Permittee hereby agrees to pay to the City, as a contribution toward the overall in-kind service costs of Celtic Classic 2026, an amount equal to the total amount of overtime costs incurred by the City for its officers, employees, police department personnel, fire department personnel and EMS personnel, for Celtic Classic 2026, and an amount equal to the total cost of electricity used for Celtic Classic 2026.

(iv) Unauthorized Vendors. Permittee is hereby authorized to exclude unauthorized vendors from the Premises.

(v) Clean Up By Permittee. Permittee shall begin clean-up of the Premises immediately upon conclusion of the Celtic Classic and shall diligently continue until completion. Final event clean-up shall be completed no later than the termination date of the term of this Use Permit Agreement each year.

(vi) Annual Review. Representatives of Permittee and the City agree to meet annually to discuss any proposed Amendments to this Agreement.

(vii) Site Plan. Permittee shall provide City with a final and complete site plan showing the location of all proposed festival infrastructure (temporary or otherwise) to be placed on the Premises and the identities of the parties to be occupying said festival infrastructure four (4) weeks prior to the commencement of the term. For purposes of this Use Permit, “festival infrastructure” shall mean: tents; booths; seating; amenities; structures; stages; equipment; vehicles; amusements; truck trailers; refrigerator trucks; dumpsters; parking areas; bus and trolley stops; and any other uses Permittee intends to make or to be placed and used on the permitted premises during the festival. The locations of said festival infrastructure must be approved in writing by the City’s Director of Public Works prior to their placement on the Premises. In addition, the final and complete site plan must be approved in writing by the Fire Marshal or his designee to ensure adequate emergency vehicle access to all areas of the festival. The approved locations of the festival infrastructure shall not be altered without further written approval of the City. The City shall not unreasonably withhold such consent.

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- (viii) Mobile Vendors. Permittee shall not allow any mobile or moving vendors or vendors of any kind at any locations on the Premises not indicated on the site plan.
- (ix) List of Vendors. Permittee shall provide the City with a list of all vendors at least five (5) weeks prior to the start of each year's festival (i.e. – by no later than August 23, 2024, August 22, 2025 and August 21, 2026), so that the proper City licenses and permits can be issued before the start of the event. The list of vendors shall include the following information: Business Name/Vendor Name; Vendor Contact Person; Mailing Address; Telephone Number(s); E-mail Address; Website (if available); Current City of Bethlehem Business Privilege License Number; Description of what the vendor will be vending (i.e. – retail, food, sampling, displaying information, etc.).
- (x) Licenses and Permits to be Displayed. Permittee shall notify all vendors that Vendor Permits, Business Privilege Tax Licenses and Health Permits must be prominently displayed at all times during the festival. To assure such notification is given, Permittee shall include this requirement in its agreements with vendors. The latter provision shall apply only to such vendor agreements not yet signed as of the date of this Use Permit Agreement. Vendor Permits shall be applied for at least four (4) weeks prior to the start of the event each year.
- (xi) Celtic Fest, Inc. d/b/a Celtic Cultural Alliance in Exclusive Possession of Premises. For purposes of enforcement by governmental and municipal entities of all state laws and City ordinances, Celtic Fest, Inc. d/b/a Celtic Cultural Alliance shall be deemed to be in exclusive possession of the premises. For enforcement purposes, this provision shall supersede and amend any inconsistent provision of this Agreement set forth hereinbefore or hereinafter. This provision shall not be interpreted or applied by Celtic Fest, Inc. d/b/a Celtic Cultural Alliance to avoid its obligation to keep the premises accessible to the public under this Agreement.

EXHIBIT B
TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY

REQUIREMENTS FOR A PUBLIC SAFETY PLAN.

If a Public Safety Plan is required to be submitted to the City of Bethlehem, it must include the following;

1. **EMS Criteria:**

- Education of event staff regarding how and when to contact 911 services.
- Signage/education of attendees regarding how to access 911 services.
- Evacuation plans, including the use of PSAs.
- Coordination of EMS needs with fire and police needs and requirements.
- Emergency contact information and means for contacting event administration staff.
- Notification method of anticipated surges in crowd size, unsafe conditions or events, on-site health facilities, if any.
- On-site communication system (event staff).
- Ability to monitor weather conditions.

2. **Fire and Police Criteria:**

- Administration, delegation, contacts and responsible parties.
- Staffing levels, organization and roles and training.
- Communications both internal and external, liaison contacts and procedures, emergency reporting and emergency announcements.
- Site security, staffing, site layout mapping, access points and evacuation points for both site areas and entire permitted area.
- Evacuation plans for each site area as well as the entire permitted area and coordination with local authorities.
- Traffic control both vehicular and pedestrian.
- Assembly and crowd control as it pertains to each specific site as well as to the entire permitted area (staffing, clearing aisles and spaces, lighting, ingress and egress, etc.)

3. **Event Public Safety Coordination:**

- Medical/First Aid, ambulance stand-by and first aid station(s).
- Police, staffing levels, traffic control, coordinate with event administration.
- Fire, emergency procedures and fire reporting, fire protection (portable extinguishers, etc.) fire department stand-by (if required), fireworks permit, tent permit(s), cooking site inspections, access to fire department apparatus and emergency lighting.
- Utilities, electric, water, gas/propane, contacts, responsible parties and suppliers.
- Health, site inspections, waste management, restroom facilities inspections and maintenance.