



American Samoa Government
DEPARTMENT OF COMMERCE

Pago Pago, American Samoa 96799
 Tel: (684) 633-5155 FAX: (684) 633-4195

ASG PROPERTY USER AGREEMENT FOR PUBLIC/PRIVATE EVENTS

THIS AGREEMENT, made and entered into this _____ of _____, _____, by and between the Department of Commerce, a American Samoa Government Department, hereinafter referred to as “ASG”, and _____, hereinafter referred to as the “User”.

<u>Applicant (User):</u>	<u>TIP Location Description</u>	<u>Date</u>

Proposed Activity:

<u>Date of Activity:</u>	<u>TIME START</u>	<u>TIME END</u>

<u>Contact Name</u>	<u>Contact Email</u>	<u>Primary Phone#</u>	<u>Secondary Phone #</u>

The following terms and conditions must be agreed upon before issuance of permit.

1. The User shall monitor the assigned area at the event and shall prohibit anyone from DRIVING and/or PARKING inside assigned areas before and during and after your event.
2. The User shall arrange and be responsible for portable restrooms for the events.
3. The User will be responsible for maintaining and clean-up of the assigned area during and after the event cleaned and restored to their previous condition prior to the User’s use. Failure to return the assigned area to its previous condition prior to the User’s use will result in the forfeiture of the deposit for said purpose.

4. The User will be responsible for attendees and must adhere to all safety rules and regulations including COVID-19 restrictions.
5. The User shall have the responsibility for the safety of persons and property used during its use of the premises. The User expressly agrees to indemnify the ASG against any and all claims for personal injury or property damage of every nature whatsoever, related to the User use of the premises.
6. The agreement is only valid for the approved date and time.
7. This agreement is non-refundable, non-transferable or to be used at a later date unless consented by ASG.
8. Monday's to Friday's: Use of loudspeakers for public announcements or music is allowable from 7:30am to 4:00 pm.
9. Refundable Security Deposit of \$250 will be held for (2) two weeks, if not picked up, it will be deposited into ASG Treasured TIP's Account. (Check or Money order only - no cash accepted)
10. Any signs or equipment left on the premises by the user beyond time approved on the User's permit will be removed at the expense of the User without any liability of damages to equipment or signs incurred while moving equipment or signs that were not removed before expiration of the User's permit.

Upon a full inspection of site after the event and DOC finds User compliant to all terms above, a full refund will be processed within the next 5 working days and be refunded according to ASG-Treasury payment schedule

I, _____ am an official representative of (Use name)

_____ and agree on behalf of User to terms of this agreement.

Submitted by: _____ Date: _____
 (Print Full Name of authorized representative)

 (Signature of User's Authorized Representative)

DOC Approval:

Reviewed by	Date
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Approved by DOC Director

Date

Deposit Amount: \$_____ + User Fee: \$_____ = Amount Due\$_____

Amount Paid \$_____ Receipt # _____