



SPECIAL EVENT LICENCE APPLICATION AND AGREEMENT Use of City Hall Lawn

The City Hall Lawn is available for reservation, however, City of Abilene events take precedence over any other reservation. The area includes the grass lawn between City Hall and Walnut Street and includes the steps and patio area under the portico. The City Hall Lawn is not available for overnight use. Alcoholic beverages, illegal substances, smoking and/or gambling are prohibited during events. Animals, with the exception of service animals, are prohibited without written consent from the City.

Application for the reservation and use of the City Hall lawn may be made at the City Administration Office no more than one year in advance, but no later than seven (7) days in advance. Reservations are made on a first-come, first-served basis upon the execution of an agreement between the applicant and the city and receipt of the fee and deposit.

If a reservation must be changed due to a City event, effort will be made to accommodate the event by moving the reservation to a different facility or a different date. However, if other accommodations cannot be made, a full refund will be issued. The City of Abilene accepts no responsibility for any expenses incurred by the applicant or the event as a result of changing a reservation.

The applicant or event organizer is responsible for clean-up of the lawn. The lawn shall be left in the same condition after the event as before. The applicant shall coordinate with solid waste services regarding refuse disposal needs. Pricing and collection services information may be found at the Solid Waste Services Division.

The license fee for a use of City Hall Lawn is \$100.00. In addition, a refundable property damage deposit is required in the amount of \$200.00.

Name of Event: _____

Name of organization ("Licensee") _____

Agent requesting license (*must be 21 years of age or older*): _____

Phone number: _____ Address: _____

Date of event: _____ Time and duration of event: _____

Date and time of set-up: _____

Time clean-up will be completed: _____

Activities that will occur on City property: _____

Identify items that will be made available to event attendees, whether they will be given away or sold, and whether the sponsoring entity or a third party will be responsible.

<u>Item</u>	<u>Available Yes/No</u>	<u>Given/Sold</u>	<u>Responsible Party</u>
Item	_____	_____	_____
Item	_____	_____	_____
Food	_____	_____	_____
Beverages	_____	_____	_____

Provider of security services: _____

Insurance

Licensee agrees to maintain the type and amounts of insurance required by this agreement. Licensee is solely responsible for providing the required certificates of insurance. The City may terminate this license if the Licensee fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City's Office of Risk Management for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Before the City executes this license agreement, the Contractor must provide either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance.

The following types and amount of insurance are required:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
. Premises/Operations	\$500,000 per occurrence for bodily injury; and
. Contractual Liability	\$100,000 per occurrence for property damage
(Insuring above indemnity)	

Indemnity

I, the undersigned licensee, agree to the following:

I, the undersigned licensee, do indemnify and hold harmless the City of Abilene from and against any and all loss, costs, claims, liens, suits, demands in connection with claims for damages as a result of injury or death to any person or damage to any property arising out of or resulting from licensee's activities in the connection with the above event, including any act or negligence by the individuals participating in the event, guests or invitees.

The City and licensee expressly intend this indemnity provision to require licensee to indemnify and protect the City from the consequences of the City's own negligence while City is participating in this agreement where that negligence is a concurring cause of the injury, death or damage. This indemnity provision does not apply to any claim for injury, death or damage resulting from the sole negligence of the City unmixed with the fault of any other person.

IN WITNESS HEREOF the parties have entered into this agreement this ____ day of _____, 20____.

CITY OF ABILENE

AGENT FOR LICENSEE

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Phone Number: _____

Federal Tax I.D.# _____

ATTEST:

ATTEST: (If Corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available):

City Attorney

Risk Manager

*Return completed application to:
City Administration, 555 Walnut, Room 203, Abilene, Texas 79601*

This application is due no later than 7 days prior to the event.

If the \$100.00 license fee has been paid, indicate by checking this blank: _____(paid).
If the \$200.00 damage deposit has been paid, indicate by checking this blank: _____(paid).