



## Private Property Use Affidavit

I, \_\_\_\_\_, respectfully request the use of Private property located at \_\_\_\_\_, Montgomery, Texas \_\_\_\_\_. The aforementioned property will be used for (describe how property will be used: (example - public parking, staging, special event, private or public, etc.) \_\_\_\_\_ during (name of event) \_\_\_\_\_ to be held on \_\_\_\_\_, 20\_\_\_\_. The property (listed above) will be used (begin setup) on \_\_\_\_\_, 20\_\_\_\_ (\_\_\_\_\_ am/pm) through (clean up) \_\_\_\_\_, 20\_\_\_\_ (\_\_\_\_\_ am/pm).

I understand that I am only allowed to occupy this property during the period of time as stated above. All activities must be confined to the property and times specified above.

I understand that I am required to abide by all applicable laws and the City of Montgomery, Texas, Code of Ordinances. I understand that I am liable and responsible for compliance with all rules and regulations. I assume complete and absolute liability for any loss and damage to the private property and/or equipment which may result from any misuse or mistreatment of the property or equipment during the event, even if I did not cause the damage or loss.

The use of this property must not have a negative physical, environmental or economic impact on surrounding property.

Alcohol: The possession and consumption of alcohol is prohibited. Inappropriate, disruptive, or unsafe behaviors may result in individuals and/or groups being removed from the property.

Tents: The erection of tents, canopies and other equipment are not allowed.

Signage: Signage must be reviewed and approved by the City of Montgomery before placement. Posted signs and instructions must be followed at all times.

Cleanup of and condition of privately owned property: All garbage must be placed in trash receptacles and removed from the property by the end of the event. The private property owner retains the right to collect damages from the permit holder if the property is left in an unacceptable manner and requires extensive cleanup or repair. Digging/creating holes, cutting trees or plants, attaching signs to trees or damaging any part of the private property is not allowed. Disturbing, damaging or destroying any planted areas is prohibited. The event holder is responsible for repair/replacement costs of private property damaged/destroyed because of the event. No chalk or painting is allowed. Property must be vacated by the end of the event (including cleanup time).

Insurance requirements: Event holder shall be held liable for any and all damages or injuries to persons or property that may occur or be caused by the use of the property. **By accepting these terms, the event holder agrees to indemnify and hold harmless the PRIVATE PROPERTY OWNER, from any and all claims whatsoever that may result from such use.** Event holder assumes all risks incident to or in connection with the use of this property and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly, or indirectly arising out of or in connection with the use of this property. Insurance requirements – Certificate of insurance must list the address, PID and legal description of the private property to be used in conjunction with the event.

By signing this Affidavit, I agree to abide by the conditions specified in this Affidavit. I am aware of my responsibilities and liabilities for the activity on this property. I agree to notify the private property owner immediately of any changes to the information on this Affidavit or any changes to the event. I understand that failure to comply with this Affidavit could result in action via legal remedies. Any false information provided in this Affidavit is punishable by law.

Printed name of event holder \_\_\_\_\_

Signature of event holder \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary public of the state of Texas signature \_\_\_\_\_

Printed name \_\_\_\_\_

Expiration date \_\_\_\_\_

**Approved by private property owner:**

Printed name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Any additional notes:**