Public Use of City Property Affidavit

I, _____, respectfully request the use of City-owned 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 ensure compliance with 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. Any violations may result in further legal enforcement and subject to immediate cancellation of the event and possible loss or restrictions in future privileges. I assume complete and absolute liability for any loss and damage to the City 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.

Vehicles on property: Minimize the amount of damage to grassy areas by limiting vendors vehicles to paved surfaces only during load-in and load-out.

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.

Unlocking the property: For properties that are locked, staff will arrive 15 minutes prior to proposed use of the facility and will wait no longer than 30 minutes past the start time for event permit representatives to arrive.

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 City-owned property: All garbage must be placed in trash receptacles and removed from the property by the end of the event. The City of Montgomery 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 City-owned property is not allowed. Disturbing, damaging or destroying any planted areas is prohibited. The event holder is responsible for repair/replacement costs of city-owned 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 City of Montgomery, Texas, 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 – COI must list the address, PID and legal description of the City-owned 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 City immediately of any changes to the information on this Affidavit or any changes to the event and permit application documents. I understand that failure to comply with this Affidavit or the violation of any Code could result in the issuance of citations, suspension of the permit and/or any other 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 _____