



# City of Sweetwater

## SPECIAL EVENT APPLICATION AND AGREEMENT

Special events are defined as any event that utilizes a City right-of-way or any other city-owned or controlled property and shall comply with the licensing requirements of the special event license policy adopted by City Council (Ordinance 2020-07) and kept on file with the City Secretary. The use of traffic control devices may or may not be used.

City property requested for this type of event will take place at the:

\_\_\_\_\_

Name of Event: \_\_\_\_\_

Name of organization: \_\_\_\_\_

Agent requesting permission (*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: \_\_\_\_\_

Activities that will occur in the public right-of-way: \_\_\_\_\_

\_\_\_\_\_

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.

Item

Yes/No

Given/Sold

Responsible Party

Food \_\_\_\_\_  
Beverages \_\_\_\_\_

**Alcohol:** Alcoholic beverages are prohibited at any of the City properties.

**Security:** If over fifty (50) are attending the event, licensed personnel is necessary to maintain the Facility in a safe and secure condition. Such personnel shall provide a reasonable level of safety to all spectators and the security of the Facility and surrounding property.

Over fifty (50) attending event? Yes \_\_\_\_ No \_\_\_\_

If yes, what type? \_\_\_\_\_

**Amplified Sound:** Sound levels will be managed in order not to disturb other patrons or the surrounding neighborhood. The use of amplified sound (voice and/or musical instruments) is permitted on a limited basis. The City reserves the right at any time to require individual(s) reserving the Facility to reduce volume levels and/or eliminate all amplified sound as may be considered a nuisance to the adjacent neighborhood.

**Clean Up and Damages:** The undersigned/organization will pick up any litter and put in receptacles after the event and shall return the Facility/Property to City after the event in the same condition as when received and shall reimburse City upon demand for any and all cost, expenses, charges or fees incurred in the clean-up or replacement of damage to the Facility or other City property.

**Fees:** As consideration under this Agreement, for the reservation and use of the Facility, the undersigned/organization shall pay City those fees as established.

1. **Deposit:** A \$100.00 non-refundable deposit shall be paid to City upon submission of this Agreement.
2. **Cleaning Fee:** A \$500.00 Minimum Clean Up Fee will be implemented. Inspection will be made of the Facility and City property. The Cleaning Fee will not be refunded if the Facility does not pass the post events inspection. \_\_\_\_\_ (initials)
3. **Inflatable Water Slide Fee:** A \$50.00 flat rate fee for the first two hours and \$20.00 each additional hour. **Duration of Time:** \_\_\_\_\_

**Attached Information**

Map of the area to be utilized for the event. Parades need to include route of parade.

**Indemnity**

I, the undersigned, agree to the following:

Participants in this event do not exclusively control the right-of-way, and must share the right-of-way with vehicular and pedestrian traffic. Compliance with all city, state and federal laws is required.

**I, the undersigned, do indemnify and hold harmless the City of Sweetwater 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 our resulting from undersigned's activities in the connection with the event, including any act or negligence by the individuals participating in the event, guests or invitees.**

**The City and undersigned expressly intend this indemnity provision to require undersigned 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.**

Signed (agent): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Driver's License # \_\_\_\_\_

***Return completed application by regular mail or email to:***

City of Sweetwater, City Hall located at 200 E. Fourth Street, Sweetwater, Texas

Email: [bjimenez@coswtr.org](mailto:bjimenez@coswtr.org)

*This application is due no later than 30 days prior to the event.*

***Do Not Write Below This Line – Administrative Use Only***

***Approved by:***

City Manager: \_\_\_\_\_ Date: \_\_\_\_\_