

**TOWN OF ENNIS’  
USER AGREEMENT**  
FOR USE OF SIDEWALK/STREETS;  
ON-STREET/OFF-STREET PARKING SPACES; AND  
PUBLIC PARKS/LAND

PERMISSION IS GRANTED TO: \_\_\_\_\_  
(NAME OF ORGANIZATION & PERSON MAKING APPLICATION; EITHER CONSIDERED USER HEREUNDER)

\_\_\_\_\_  
(ADDRESS: PHYSICAL & MAILING) (TELEPHONE)

PERSON IN CHARGE OF EVENT \_\_\_\_\_  
(Last Name) (First Name) (Middle name or initial)

TO TEMPORARILY \_\_\_\_\_  
\_\_\_\_\_ Close Town Street  
\_\_\_\_\_ Use Sidewalk  
\_\_\_\_\_ Use Parking Spaces (IF APPLICABLE, ENNIS TOWN STREET(S) TO BE CLOSED)  
\_\_\_\_\_ Use Public Park/Land

BETWEEN \_\_\_\_\_ and \_\_\_\_\_  
(LOCATION) (LOCATION)

PURPOSE(S) OF EVENT \_\_\_\_\_

DATE(S) \_\_\_\_\_

TIME(S) \_\_\_\_\_

IN EXCHANGE OF VALUABLE CONSIDERATION, USER HEREBY AGREES TO AND SHALL:

- Possess a copy of this User Agreement (“Agreement”) at the event during all event times described above;
- Acknowledge hereby that this Agreement is binding upon User’s successors, assigns, and agents;
- Indemnify and hold the Town of Ennis harmless of, and from all damages, costs and charges of any kind or character arising out of or relating thereto, or in any way connected with any negligent or intentional acts of User(s),

User, and User’s successors, agents, assigns, employees or volunteers per this Agreement shall:

- Comply with all local, state, and federal laws; and assure all of its agents and assigns so comply;
- Control all vending within the event area described above;
- Defend any and all lawsuits at its own sole expense, if any arise out of or are connected in anyway with the exercise of the rights granted by this Agreement or regarding any liability caused to the Town of Ennis;
- Reasonably and adequately close the designated streets with barricades as directed by the Ennis Police Department;
- Promptly remove any and all barricades from the streets at the times listed on this Agreement;
- Obtain written permission from all residents/businesses located within the enclosed area prescribed. Names, addresses, phone numbers and signatures required at time any use request is submitted to the Town of Ennis (permission attached);
- Reasonably clean and restore the event area, being liable for all damages caused beyond reasonable wear and tear;
- Comply with all requirements in this Agreement in a timely manner as time is of the essence in such compliance;

- Obtain general/commercial liability insurance coverage not less than \$750,000 per person and \$1,000,000 per occurrence in which the Town is named as an additional insured. Provide proof of all liability insurance coverage for the event by submitting a Certificate of Insurance, with the endorsement attached naming the Town of Ennis as an additional insured, to the Town Clerk of Ennis at the Ennis Town Hall at least ten (10) calendar days prior to the event. User shall obtain all required insurance coverage for the event from provider who is rated "A" or "A+" from AM Best.

\_\_\_\_\_  
(initial)

- Obtain a Liquor Liability Endorsement under User's said liability insurance policy if there will be any liquor sold or served at the event. The Certificate of Insurance described above shall provide proof of this endorsement, if applicable.

\_\_\_\_\_  
(initial)

The undersigned have read, understand, and agree to the terms and conditions of this Agreement.

USER:

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

Mayor/Authorized Town Official  
Printed Name: \_\_\_\_\_

Town Clerk  
Printed Name: \_\_\_\_\_

(TOWN SEAL)

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