



# PLEASANTON TEXAS

"BIRTHPLACE OF THE COWBOY"



## APPLICATION FOR A PARK/STREET PERMIT

PERSON RESPONSIBLE FOR PERMIT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE #: (\_\_\_\_) \_\_\_\_\_  
STREET CITY STATE ZIP

DRIVERS LICENSE #: \_\_\_\_\_ IF CORPORATE ENTITY; FEDERAL I.D. #: \_\_\_\_\_

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CHECK ONE:

RIVER PARK: PAVLION #1  PAVILION #2  PAVILION #3  PAVILION #4   
SOCCER FIELD  BASEBALL FIELD  CONCESSION

SPORTS COMPLEX: FIELD #1  FIELD #2  FIELD #3  FIELD#4  POOL   
CONCESSION

DATE (S) REQUESTED: \_\_\_\_\_ TIME (S): \_\_\_\_\_

TYPE OF ACTIVITY TO BE CONDUCTED: \_\_\_\_\_ ESTIMATED ATTENDANCE: \_\_\_\_\_  
(e.g. birthday party, sports team party, fundraiser, etc.)

**DEPOSIT WILL NOT BE REFUNDED IF EVENT IS CANCELLED**

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF COORDINATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

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**OFFICE USE ONLY**

DATE SUBMITTED: \_\_\_\_/\_\_\_\_/\_\_\_\_ APPROVED  NOT APPROVED

FEE: \$ \_\_\_\_\_ DEPOSIT: \$ \_\_\_\_\_ LIGHTS \$10 (If needed) Yes  No  TOTAL: \$ \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

DEPOSIT APPROVED Yes  No  VENDOR NUMBER: 12 200 839 INITIALS: \_\_\_\_\_

## I. DAMAGE AND CLEANING

The deposit paid under this permit is for damage and or cleaning of venue used if after inspection of venue upon completion of event is found to be damaged or in need of cleaning, a portion or all of deposit will be withheld to cover the cost repairing the damage or cleaning. If the amount of the deposit is not sufficient to cover the resulting damage or cleaning, the applicant will be responsible for the difference over the deposit coverage.

## II. IDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, the below named Applicant (the "Applicant") has filed an application for a Park/Street Permit (the "Permit") with the City of Pleasanton, Texas, (the "City") pursuant to the provisions of the City Code; and

WHEREAS, such application has been filed with regard to the following activity (the "Activity") \_\_\_\_\_

Location (s) of Activity (ies): \_\_\_\_\_ Date (s) and time (s) of Activity: \_\_\_\_\_.

WHEREAS, as an inducement to the City to issue the Permit, the Applicant grants unto the City this Indemnification and Hold Harmless Agreement upon which the City shall rely in issuing the Permit to the Applicant for the Activity;

NOW, THEREFORE, in consideration for the City's issuance of the Permit and for other good and valuable consideration:

1. The Applicant shall indemnify, defend and hold harmless the City and each of the employees, agents and elected officials of City from any cost, expense, claim or liability of any kind or nature whatsoever (including, but not limited to attorney fees, judgments, settlements, costs, all costs of investigation and all costs incurred in the defense of any legal action) (the "Indemnified Costs") actually incurred by City arising out of, and incurred as a result of, the conducting of the Activity by the Applicant, including all Indemnified Costs, relating to personal injury of property damage as the result of the conducting of the Activity.
2. The Applicant shall, upon request in writing from City, undertake the defense of any claim, action or proceedings for which City is indemnified under and pursuant to Section 1 of this Agreement.
3. City shall give prompt notice of any claim, action or proceedings against it, for which it may seek indemnity hereunder, to the Applicant at the below address.
4. The Applicant shall further indemnify, defend and hold City harmless from any and all claims made against it by any insurance carrier who has been subrogated to the claims of any third party as a result of the operation and conducting of the Activity.
5. The obligations created hereunder shall be binding upon the Applicant, its successors and assigns and shall inure to the benefit of City its successors and assigns.
6. In the event that any part of this Agreement shall be held to be invalid, such invalidity shall not affect the remaining parts of this Agreement which shall continue to be enforceable.
7. The Applicant acknowledges that it has procured such independent review of this Agreement as it deems necessary and prudent and that it is not relying upon the advice or recommendation of City in executing this Agreement.
8. It is acknowledged by Applicant that it is the sole operational sponsor of the Activity, and the issuance of the Permit by City shall not be construed as making City a joint venture or partner with respect to the Activity.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature of Applicant: \_\_\_\_\_

Printed Name of Applicant: \_\_\_\_\_

Mailing Address of Applicant: \_\_\_\_\_

Telephone Number for Applicant: \_\_\_\_\_