

Applicant Agreement for Non-City of Alamosa Sponsored Functions

1. RELEASE AND INDEMNIFICATION (LEGAL IMPLICATIONS, READ CAREFULLY): APPLICANT HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD THE CITY OF ALAMOSA, THE ALAMOSA CITY COUNCIL, THE INDIVIDUAL MEMBERS THEREOF, AND ALL CITY OF ALAMOSA EMPLOYEES AND VOLUNTEERS FREE AND HARMLESS FROM ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE THAT MAY ARISE DURING OR BE CAUSED IN ANY WAY, DIRECTLY OR INDIRECTLY, BY APPLICANT'S USE AND/OR OCCUPANCY OF ANY CITY FACILITY THAT IS THE SUBJECT OF THIS APPLICATION. APPLICANT AGREES TO FURNISH SUCH LIABILITY OR OTHER INSURANCE FOR THE PROTECTION OF THE PUBLIC AS THE CITY MAY REQUIRE.
2. I, the undersigned, hereby certify that I will personally be responsible on behalf of the Applicant for any damage sustained by the city facilities, furniture, equipment, or grounds accruing through the occupancy or use of said building and/or grounds by the applicant, normal wear and tear expected.
3. Applicant agrees to prohibit tobacco smoking and use or possession of illicit drugs by any person under the supervision of the applicant in or on any of the contracted facilities. The sale and consumption of alcoholic beverages is subject to additional laws, permits, regulations, and potentially higher insurance limits. Contact the City Clerk's Office at City Hall, 300 Hunt Ave., (719) 589-2593 for more information.
4. Applicant agrees to clear the facility used of the equipment and other paraphernalia within one hour after use, unless other arrangements have been made with the Director of Parks & Recreation. Events that go beyond the scheduled time may be subject to additional fees.
5. In the event of a cancellation, refunds will *only* be granted if made prior to the day of the event. For weekend rentals, cancellations must be received no later than Friday at 4:00pm.
6. In executing this declaration, I certify that I have been duly authorized by the herein set forth applicant to act in its behalf in making application of use of said facilities.
7. This permit constitutes a license which is revocable by the City at any time upon written notification of such revocation to the applicant.
8. 2% City sales tax applies to all sales, excluding admission tickets, and must be remitted to the City within 30 days of the completion of the event.
9. The following activities are not allowed without advanced written approval of the Parks and Recreation Department: the sale of food, beverages, goods, or merchandise; charging admission fees for services.
10. Do not advertise your event until the signed use contract is received confirming the reservation.

I have read and fully understand the terms of this Agreement, including in particular of THE RELEASE AND INDEMNIFICATION set forth in paragraph 1 of this Agreement.

I hereby certify that I have received and read the rules, regulations, conditions, and terms, if applicable, and that I, and/or the applicant, which I represent, will abide by them and I will conform to all applicable provisions of the laws of Colorado and to other rules and regulations of the City of Alamosa and to authorized agents which may be communicated to the applicant. I have received copies of the City of Alamosa Rules and Regulations for the Use of City Parks and Facilities and agree to abide with the same.

Signature of Applicant Representative		Date	___/___/___
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For Administrative Use Only

Licenses & Permits Required	<input type="checkbox"/> Sales Tax License	<input type="checkbox"/> Trash Collection
	<input type="checkbox"/> Security Deposit	<input type="checkbox"/> Liquor Liability Insurance (\$1,000,000 min.)
	<input type="checkbox"/> Workmen's Compensation	<input type="checkbox"/> Liability Insurance (\$1,000,000 minimum)

The applicant must provide adequate coverage in the above marked areas. Please present the documentation with the application. If applicant is currently covered by any of the above, copies of that documentation needs to also be included. Incomplete applications (without copies of insurance, licenses, etc.) will not be accepted. Upon approval by all required City Departments, a copy of this contract will be returned to you. You will need to have a copy in hand (as a permit) the day of the event.

Terms: Fees Due & Payable one (1) business day prior to use	Reservation Fee:	Insurance; Type:
	Additional Fees:	Comments:
	Total:	
Approved By: Signature & Date	Recreation Division Manager	___/___/___
	Director of Parks & Recreation	___/___/___