

**APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS**

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? \_\_\_\_\_  
\_\_\_\_\_

2. Date Requested: \_\_\_\_\_ Hours requested from: \_\_\_\_\_ to \_\_\_\_\_

3. Renter's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

4. Purpose of Use: \_\_\_\_\_

5. Approximate number of persons expected to attend (adults and minors): \_\_\_\_\_

6. Will there be alcohol on the premises during the event? \_\_\_\_\_ If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 8 weeks prior to the event.

7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: \_\_\_\_\_

\_\_\_\_\_ Rental Company: \_\_\_\_\_

8. Will you need electricity? \_\_\_\_\_ Yes \_\_\_\_\_ No For: \_\_\_\_\_

Will you need water? \_\_\_\_\_ Yes \_\_\_\_\_ No For: \_\_\_\_\_

We have read and understand all rules and regulations according to City Ordinance No. 1344 as set forth by the governing body of the City of Fairhope and will abide by these rules and regulations. We understand that damage to parklands can and will result in additional fees. We also understand that if at any time the City of Fairhope appointed Law Enforcement Personnel feel that said rules and regulations are not being followed the function will be terminated.

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Personnel: \_\_\_\_\_ Fees Paid: \_\_\_\_\_ Date: \_\_\_\_\_ Ck. #: \_\_\_\_\_

**SIDEWALK AND/OR STREET USAGE CANCELLATION POLICY**

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Site Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10.00 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made less than 30 days prior to the event.

I have read and understand the above policy.

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Personnel: \_\_\_\_\_ Date: \_\_\_\_\_

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

Person or Company giving Indemnity: \_\_\_\_\_ Date: \_\_\_\_\_