

Off-Duty City Employee Request

Consult the Public Services and Works Department to determine if your event requires the presence of a City employee for which compensation must be paid.

- Off-Duty Police Officer: Contact the Willcox Department of Public Safety at (520)384-4673
- Off-Duty Public Works Employee: Contact the Public Services and Works Office at (520)384-6447

APPLICATION TERMS AND CONIDITONS

By signing this document, Applicant agrees to the following:

- * Facility fees are subject to change as the City evaluates new rates.
- * The applicant does not have ownership of the roadway.
- * Liability insurance must be submitted prior to utilizing City facilities.
- * Applicant may be required to sign updated facility use document if changes to the permit process occur.
- * Applicant understands the risk of COVID-19 and will have signed waivers for the event at City Facilities. See Attachment 1

PERMIT HOLDER INITIALS _____

SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMENT

Applicant shall indemnify, defend, save and hold harmless the City of Willcox and its officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or in part, by the negligent or willful acts or omissions of Applicant or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising out of or resulting from the event. The City reserves the right to refuse installation of amusements or facilities that violate safety regulations. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is an authorized officer of the Applicant or the agent of the organization, is acting on the organization's behalf, and is duly authorized to execute this Agreement and Acknowledgement on the organization's behalf. Applicant further certifies that he/she has read and understands all the terms of this Agreement and Acknowledgement, agrees that the Applicant shall be bound by its terms and conditions, and is of lawful age and legally competent to sign this

Agreement and Acknowledgement. The City's issuance of a special event permit shall constitute a written agreement or contract between the City and Applicant for purposes of insurance requirements. Applicant agrees to the payment of all non-refundable and refundable fees specified in this document unless otherwise authorized by the Public Works Department. Applicant further acknowledges that depending upon the nature and location of the Applicant's special event, additional permits may be required. The City reserves the right to withhold cleaning/damage deposits depending on the condition that the facility is in when the permit expires.

PERMIT HOLDER INITIALS _____

Permit Holder

Date Signed

Public Works Representative

Date Signed

Department of Public Safety Representative

Date Signed

City Manager's Office Representative

Date Signed

Parade Fees				
Rental Fees and Deposits				
		Amount	Number of Dates	Total
	Application Fee	\$50.00		
	Signage	\$50.00		
	Notification of Street Closure	\$25.00		
	Total Fees and Deposits			

Payment Log					
Date:	Check #/ Debit/ Cash	Amount	Balance	Cust Int.	Int.

The Applicant agrees to leave tables, chairs, and all City of Willcox property within the facility used. Applicants responsible for lost or damaged property will not be returned the Cleaning/Damage Deposit and may be additionally charged.

The Applicant agrees to return City of Willcox facility keys to the Public Services and Works Department within two (2) days after the event date.