STREET CLOSING/PARADE PERMIT

Application Date:_____ Name:_____

Mail to Address:_____

Phone Number:_____

List Streets to Close or Parade Route:_____

_____

_____

Reason for Closure:_____

_____

Event Date:_____ Time: (from)_____(to)_____

Signature of Applicant:_____

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

60.08 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.

2. Permit Required. No parade shall be conducted without first obtaining a written permit from the City Council. Such permit shall state the time and date for the parade to be held and the streets or general route therefor. Such written permit granted to the person organizing or sponsoring the parade shall be permission for all participants therein to parade when such participants have been invited by the permittee to participate therein. No fee shall be required for such permit. Permit forms are available at City Hall.

3. Parade Not a Street Obstruction. Any parade for which a permit has been issued as herein required, and the persons lawfully participating therein, shall not be deemed an obstruction of the streets notwithstanding the provisions of any other ordinance to the contrary.

4. Control by Police and Firefighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the Fire Department.

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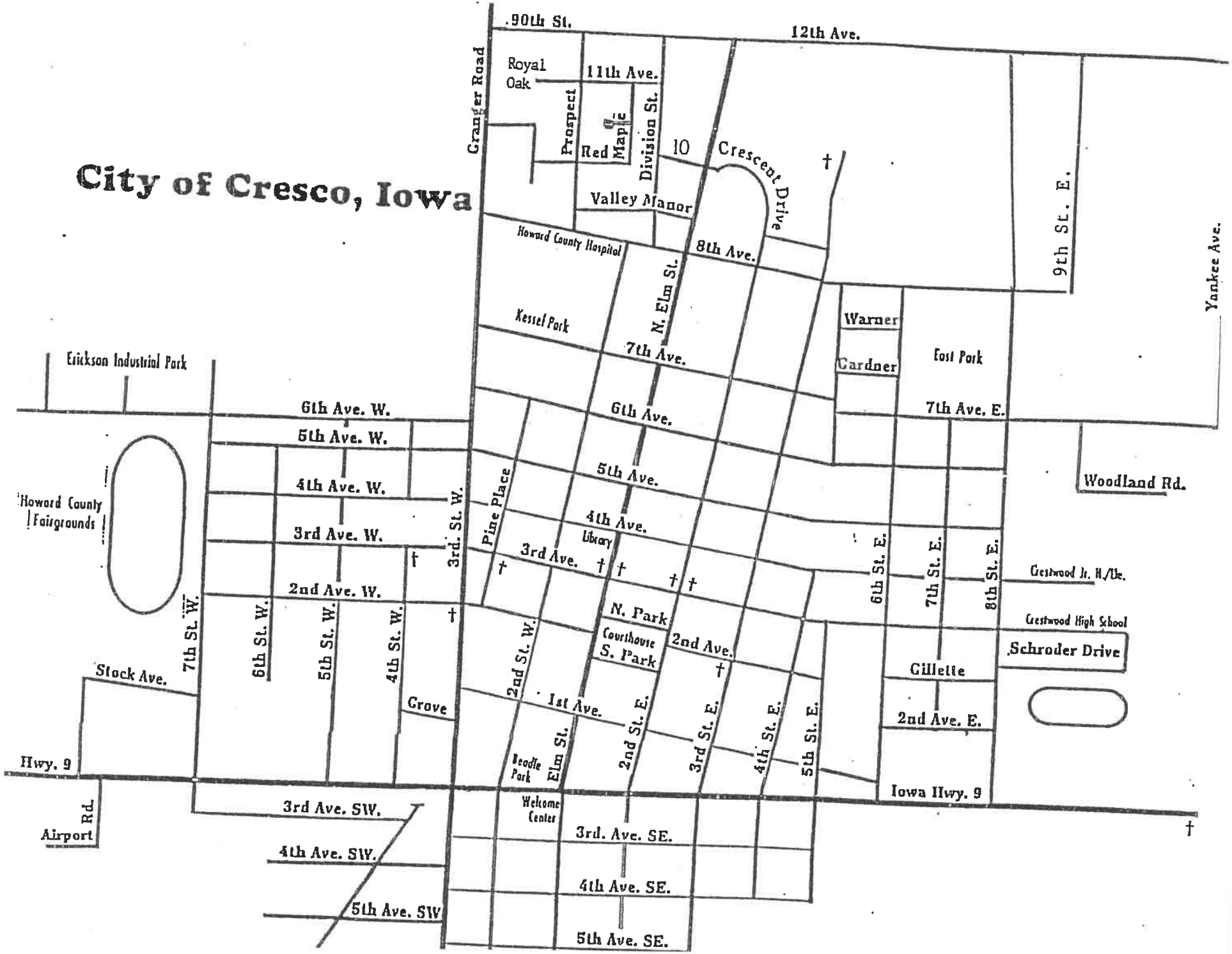
City Council
Date Approved: _____ Signature:_____

CC: Ambulance_____, Police Dept._____, Fire Dept._____, Street Dept._____

City of Cresco, Iowa



Preparer: Joseph P. Braun, Elwood, O'Donohoe, Braun & White 217 N. Elm St. Cresco, IA (563)547-3321

INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made by and among the City of Cresco, Iowa, (herein designated City), and _____, (herein designated Indemnifying Party) upon the following terms and conditions:

1. The parties understand and agree that Indemnifying Party will be conducting a(n) _____

on or about the _____ day(s) of _____, 20____, and as part of that event has requested to _____

on City property (the Permitted Purpose).

2. City hereby consents to Indemnifying Party conducting the Permitted Purpose on City property during the date(s) of the _____ day of _____, 20___

3. In consideration of the Permitted Purpose, and other good and valuable consideration, Indemnifying Party agrees to release and hold harmless City and its agents, principals, employees, assigns, successors, contractors and related parties from any and all claims, demands, causes of action, suits, damages or liability whatsoever, from any source, known or unknown, associated with the set-up, take-down, operation, use, maintenance, or any related activity of, or incident to, the Permitted Purpose.

4. Indemnifying Party agrees to indemnify and save harmless City from and against any and all causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including counselor attorney fees, which City shall or may at any time sustain or incur by reason of any litigation, investigation or other expenditure, from any source or action, incident to or in any related to the Permitted Purpose.

5. In the event that any portion or part of this agreement is adjudged by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts or portions of this agreement shall remain in full force and effect.

6. This agreement constitutes the complete agreement between the parties and no other or different agreements, amendments, additions, subtractions or alterations shall be of any force or effect unless reduced in writing and signed by them.

Dated this _____ day of_____,20 ___.

INDEMNIFYING PARTY

_____

By: _____

Title: _____

Dated this _____ day of_____,20 ___.

CITY OF CRESCO

By: _____
Mark Bohle, Mayor

ATTEST:

_____
Michelle Girolamo, City Clerk