

CITY OF FAIRHOPE

NAME OF RENTER: _____

LOCATION OF EVENT: _____

DATE OF EVENT: _____

PARK & 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 appointed City Personnel at the James P. Nix Center not less than 30 days prior to the event. Fee refunds will be made less a \$10.00 or 20% handling charge, whichever is greater, if the cancellation is made 30 days in advance.

If cancellation is made less than 30 days prior to the event the security fee will not be refunded.

All other fees will be refunded by check and mailed to you.

I have read and understand the above policy.

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 parks and/or sidewalks and/or streets of the City of Fairhope, 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 parks and/or sidewalks and/or streets who are injured or suffer property damage that is any way caused by my use of the parks and/or 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 parks and/or sidewalks and/or streets.

Done this _____ day of _____, 2009

Person or Company giving Indemnity