

**City of Chadron Public Property Use Agreement For Events**  
(2/2008)

This annual Agreement is made and entered into \_\_\_\_\_ (date) by and between the City of Chadron, Nebraska, a Municipal Corporation, hereinafter referred to as the "City", and (name and address) \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the "Client".

1. **PURPOSE.** Inform the Client of his/her rights and responsibilities, and to secure proper insurance coverage for the protection of the City of Chadron

2. **LOCATION.** The City agrees to allow the Client to use the following public property:

\_\_\_\_\_  
It will be used for the following purpose: **(Please attach a separate sheet with details of the event, a diagram of event layout, and list of contacts for the day(s) of the event)**

3. **TERM.** The Client shall take possession of the public property \_\_\_\_\_ AM/PM on \_\_\_\_\_ (date) and shall terminate possession \_\_\_\_\_ AM/PM on \_\_\_\_\_ (date).

4. **RENTAL PAYMENT.** The rental fee for the use of the public property shall be \$0.00 (Zero Dollars).

5. **RESERVATION.** The public property shall be rented on a "first-come, first-serve" basis.

6. **MAINTENANCE.** The Client shall maintain the rented public property in a safe and clean condition. Trash must be put in dumpster after the activity. Where applicable, floors must be swept/vacuumed and spills mopped clean.

7. **DAMAGE.** Any damage caused by the Client or any of its guests or invites, may affect future rental of the facility to the Client. Client may be subject to financial charges for damage caused.

8. **SETUP & TEARDOWN.** The Client is responsible for setting up and taking down all equipment.

9. **ACTIVITY RESTRICTIONS.** All activities must comply with applicable federal, state, and local laws and regulations. No activities are allowed which may create an unsafe environment. All activities must remain within the public property rented. When alcohol is present, it can only be consumed within a facility. Alcohol is for specific facilities and requires prior permission.

All venues will be reserved for their designated function and/or activity group. Other functions or uses of an area must be pre-approved by the appropriate Supervisor and City Manager.

10. **CITY'S RIGHT TO ACCESS.** The City reserves the right to enter the public property at all times.

11. **INDEMNIFICATION.** The Client agrees to indemnify the City and hold it harmless from any claim, demand, suit or cause of action which may arise out of the use of the City facility by the Client or any of its guests or invitees, except those claims, demands, suits or causes of action arising due to the negligence of the City.

12. **INSURANCE.** *(Only applicable if the Client is being compensated in any manner for or during the event.)* At the time the agreement is signed, the Client shall provide the City with a certificate of insurance proving that the Client has in full force and effect a comprehensive general liability insurance policy covering the interests of the City and Client against liability for any injury arising out of the Client's use and occupancy of the rented public property. Said insurance shall be in the amount of \$100,000.00 for all uses. Furthermore, insurance provided shall name the City as an additional insured. All insurance shall be written by insurance companies licensed in the State of Nebraska. Section 12 shall not apply to parties affiliated with the Chadron Recreational Program.

13. **SAFETY EQUIPMENT.** All activities occurring in the public "right-of-way" or streets between sunset and sunrise shall be required to have lighted barricades to secure the area, or properly placed and equipped safety escorts.

14. **SUBLETTING, TRANSFER OF ASSIGNMENT.** The Client shall not be allowed to sublet the public property. This agreement shall not be allowed to be transferred to another party or parties.

15. **KEYS.** If the public property requires a key for entrance, arrangements for the pickup and drop-off of the key to the public property shall be made between the City's representative and the Client.

IN WITNESS WHEREOF, the City of Chadron and the Client have executed this Public Property Use Agreement on the date first above written.

**Client**

Name \_\_\_\_\_

Address \_\_\_\_\_

Organization \_\_\_\_\_

Telephone \_\_\_\_\_

*FOR CITY USE*

Parks \_\_\_\_\_ Public Works \_\_\_\_\_ Police Department \_\_\_\_\_ Street \_\_\_\_\_ City Manager \_\_\_\_\_