**MAIN STREET / SIDE STREETS/ PUBLIC SIDEWALKS**

 **USE AGREEMENT AND POLICY**

**Please read this carefully before signing the Agreement.**

**PLEASE NOTE: Your signature on the Street/Sidewalk Request form indicates that you received a copy of this Policy, have read it and accept and agree to be bound by it.**

THIS AGREEMENT is made and entered into between the Street/Sidewalk User and the City of Winner.

 NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Reserving and using a portion of Main Street, the adjacent side streets, and/or the downtown sidewalks for an event, shall be subject to the approval of the City Council after this Agreement is signed. If the event is approved, this Agreement will become effective and the User will be bound by it.

1. The User will be responsible to provide any necessary oversight of the event to help protect the safety of attendees from unreasonable risks.
2. If the event is permitted to have any alcoholic beverages consumed within the designated area, such as for street dances or live music, the User will be required to provide and set up a reasonable barrier enclosing the area where alcoholic beverages will be allowed, with designated entry and exit points. Signs will be posted at the entry and exit points, informing the attendees that alcoholic beverages are NOT permitted outside the designated area.
3. No glass beverage containers will be allowed. Only plastic, paper or other non-breakable material will be allowed.
4. Prior to the beginning of the event, the User will be responsible to arrange for a dumpster as needed, and to place sufficient trash cans and receptacles in the event area, lined with appropriate trash receptacle liners. When trash receptacles become full, they shall be emptied to prevent overflow and a new liner installed. At the end of the event, all trash, refuse and waste in the area must be picked up and the surfaces cleaned as necessary to restore the surfaces to the pre-event condition. All trash and bags of trash shall be placed in a dumpster.

1. All barricades and barriers used for the event shall be promptly removed from the streets and sidewalks after the event concludes.
2. In the event that the area is not cleaned up, trash not properly disposed of, and the street and sidewalk areas are not returned to the pre-event condition, the City may perform such work as is necessary to return to pre-event condition. All City equipment and labor will be billed to the User at the City’s established rates. If the bills are not paid in full, they may be turned over for collection. In addition, failure to pay the bills may lead to a City Council decision to not allow some future event with that particular User as sponsor.
3. Any damage to public or private property shall be the responsibility of the person or persons who caused the damage. The City of Winner shall not be responsible for any damage caused by any person/s attending the event.
4. The User and their sponsoring organization agree to hold harmless the City of Winner for any damages resulting from the event and the activities therein. The User must provide proof to the City of a liability insurance policy covering the event in the amount of not less than One Million Dollars ($1,000,000.00).

**Main Street / Side Streets / Public Sidewalks**

 **Event Request Form**

**Name of Organization:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Purpose:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Individual Applicant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Affiliation or Role in Organization:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

 **Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Date(s) Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Time(s) Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Area(s) Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Additional Information and requests:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, User on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have read and understand and agree to the Street/Sidewalk Use Agreement above and have authority to bind the organization.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

User Finance Officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Approval Date