



## Street Closure Application

# THIS FORM MUST BE NOTARIZED

Today's Date: \_\_\_\_\_

Name, address & telephone of Requesting Party: \_\_\_\_\_

If conducted for or on behalf of an organization, please give name, address, and telephone number of the headquarters of such organization: \_\_\_\_\_

Date of Street Closure: \_\_\_\_\_

Of the street(s) to be closed, will you require (\_\_\_\_\_) the entire street width or (\_\_\_\_\_) only a portion of the width of the street?

Please list street(s) to be closed (please list by street names Ex. Please close Washington from Felix to Lillian):

Purpose of Street Closure: \_\_\_\_\_

Indemnity and Hold Harmless Agreement whereby the City of Stephenville, hereafter CITY, agrees to allow \_\_\_\_\_, hereinafter referred to as APPLICANT to use real property owned by the City, generally described above:

The parties hereto agree as follows:

1. The street shall be used for the purpose of a street closure and for no other purpose unless approved by CITY in advance in writing.
2. CITY disclaims, and the APPLICANT waives, all warranties concerning the condition of the property, including, but not limited to, any warranty of fitness for any use. The APPLICANT acknowledges having inspected the property before executing this agreement and having found the property suitable for its proposed use.
3. The APPLICANT shall not commit, or allow to be committed, any waste of the property or use or allow the property to be used for any unlawful purpose. The APPLICANT shall be fully responsible for any operations performed by it with the property, and shall at its sole expense, be responsible for compliance with the requirements of all local, state, or federal agencies or authorities. Further, the APPLICANT agrees to be responsible for all costs of clean up involved with its activity.
4. The APPLICANT hereby agrees to indemnify and hold CITY harmless from any and all accidents or other injuries and damages that may occur to third parties on the property or by way of its use of same.
5. In the event CITY is involved in any lawsuit concerning the APPLICANT use of the property, the APPLICANT agrees to pay any and all claims, judgments and attorney's fees that CITY may incur.
6. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and any other costs of suit from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any relief which may be awarded.
7. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Erath County, Texas.
8. This agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns except as otherwise expressly provided herein.

The Applicant or Applicant's agent herein fully understands all provisions of the Street Closure of the City of Stephenville and shall take full responsibility for compliance of said street closure by all participants of the event herein set forth.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

CITY OF STEPHENVILLE

By: \_\_\_\_\_  
Nancy A. Hunter, Mayor

ATTEST:

\_\_\_\_\_  
Cindy L. Stafford, City Secretary

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by NANCY A. HUNTER, Mayor of the CITY OF STEPHENVILLE, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, of \_\_\_\_\_, on behalf of said organization.

\_\_\_\_\_  
Notary Public, State of Texas

Street Closure: \_\_\_\_ Granted \_\_\_\_ Denied

By: \_\_\_\_\_  
Chief of Police  
City of Stephenville