

# CITY OF SUGAR LAND

## BLOCK PARTY TRAILER CHARGES

There is no deposit to use the Block Party Trailer. However, in the case of any damage or loss of the Block Party Trailer and/or its contents, or said items are not returned clean and in good repair, I understand that the City of Sugar Land will bill my Recognized Group for the cost of cleaning and/or organizing, repairs, and/or replacements for the Block Party Trailer and its contents. Damage to the trailer, trailer contents or missing items will result in my Registered Group's loss of our ability to reserve and utilize the Trailer for two years.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

## AGREEMENT

**By signing this application, applicant acknowledges, agrees and specifically states that he/she has read and understands all policies, rules and regulations relating to block parties and does hereby agree to defend and hold the City of Sugar Land harmless from liability in case of accidents or injuries.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: The City of Sugar Land will not be held responsible for lost, stolen or damaged property. The City of Sugar Land will also not be responsible for injuries or damages sustained by persons/property using the Block Party Trailer. Organizer agree to indemnify and hold harmless the City of Sugar Land from any liability arising from the use of the Block Party Trailer.

### WAIVER, RELEASE, AND INDEMNITY AGREEMENT

I, \_\_\_\_\_, the undersigned, a private person, for and in sole consideration of the privilege of utilizing the City of Sugar Land's ("City") Block Party trailer and the equipment, accessories, and other property contained therein (collectively, the "Trailer") during the period from \_\_\_\_\_ to \_\_\_\_\_ (the "Event"), do hereby voluntary and freely execute this Waiver, Release, and Indemnity Agreement (the "Agreement") and certify that I have personally requested the delivery and use of the Trailer.

By signing this Agreement, I agree to assume responsibility to receive the Trailer upon delivery and notify the City for pick-up of the Trailer the Monday following the Event, or at a time mutually agreed upon by both parties. Upon delivery of the Trailer, I agree to inspect the Trailer and report any defects or damage to the City prior to my acceptance of the Trailer for use. I further agree to return the Trailer to the City in the same condition in which it was received, save for ordinary wear and tear which may occur. I further agree to report to the City any damage to the Trailer which occurs while it is in my possession.

# CITY OF SUGAR LAND

**BY SIGNING THIS AGREEMENT, I AGREE TO ASSUME FOR MYSELF AND THOSE I PERMIT TO USE THE TRAILER THE RISKS AND DANGERS RELATED TO THE USE OF THE TRAILER. I DO HEREBY RELEASE, AND AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND FOREVER DISCHARGE THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION OR CAUSES OF ACTION FOR ANY AND ALL CLAIMS, PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY LOSS OR DAMAGE, INCLUDING ATTORNEYS' FEES, THAT I OR MY HEIRS, SUCCESSORS AND ASSIGNS MAY HAVE OR MAY HEREAFTER ACQUIRE AGAINST THE CITY, WHICH MAY ARISE IN ANY MANNER WHATSOEVER FROM USE OF THE TRAILER, INCLUDING BUT NOT LIMITED TO: (1) PERSONAL INJURY TO PERSONS OR PROPERTY DAMAGE THAT MAY ARISE FROM AN ERROR, OMISSION, NEGLIGENT, OR INTENTIONAL ACT OF MYSELF; (2) PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF A THIRD PERSON; (3) PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY ARISE FROM THE NEGLIGENT (WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE) OR INTENTIONAL ACTS OR OMISSIONS OF THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES; AND (4) WRONGFUL DEATH CLAIMS. IT IS FURTHER AGREED THAT THE EXECUTION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE CITY OF ANY AND ALL DEFENSES, AT COMMON LAW OR STATUTORY, FEDERAL OR STATE, INCLUDING BUT NOT LIMITED TO GOVERNMENTAL IMMUNITY.**

It is further agreed that the execution of this Agreement will not constitute a waiver by the City of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas.

I have read the Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

I hereby acknowledge the Trailer is specifically meant for community building events hosted by a Registered Group. A Registered Group is defined as a Recognized Community Group, Neighborhood Association (NA) or Homeowners Association (HOA) within the City's corporate city limits that has completed the City's online neighborhood registration process. Events must be open to all members of my group and to others who also live in my neighborhood. Utilizing the Trailer for private events or fundraising, including, but not limited to, birthday parties and graduation parties is strictly prohibited. Failure to respect the intended purpose of the Trailer may result in my Registered Group's loss of our ability to reserve and utilize the Trailer for two years.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Address \_\_\_\_\_

Registered Group \_\_\_\_\_