



Parade/Procession/Temporary Road Closure Use Agreement

This agreement (the “Agreement”) sets out the terms and conditions under which you (the “Applicant”) may conduct a parade of procession or Temporarily Close a Municipal Road within the Town of Westlock (the “Town”) for your event (the “Event”).

Please complete all sections that apply to your “Event” or Temporary Road Closure:

Applicant/Organization Name:	
Address of Applicant/Organization:	
Nature of Parade/Procession/Road Closure:	
Date and Time of Parade/Procession/Road Closure:	
Intended Route (attach map if necessary):	
See attached Map	
Approximate Number or persons and vehicles/equipment taking part:	
Insurance Provider (Mandatory) (no application will be approved until proof of insurance is provided):	

1. **Set-Up, Clean-Up, Caterers – Decorations & Rented Equipment**

- a. **Clean-Up** – The area must be left in the same condition after the Event as existed before the Event. No food, beverages, decorations, personal property or garbage will be left in the Area after the Event End Time. Garbage must be placed in garbage cans or removed from the area and placed in a dumpster. If required, the Applicant will sweep and/or wash the Municipal Roadway where required due to the Event. The Town reserves the right to have the Area professionally cleaned in the event the Applicant fails to fulfill the terms of this Agreement.
- b. **Rented Equipment** – All rented equipment and supplies must be removed from the area at the end of the Event, unless other special arrangements have been approved in writing by the Town.

2. **Food, Beverage and Products**

- a. **Alcohol** – alcoholic beverages may be served at the Event as long as the Applicant applies for, receives and displays the proper permit(s) as required by law. THE APPLICANT MUST HAVE A PERMIT TO SERVE ALCOHOL if any alcohol is brought to the Event by any Event Attendee. In addition, the Applicant must provide to the Town, at least one week prior to the Date of Event, proof of insurance for liquor host liability.
- b. **Concessions** – The Town reserves the right to operate, license or permit others to operate any and all concessions at the Event.
- c. **Tobacco** – No smoking is permitted unless it is done in a designated smoking area and in compliance with any bylaw of the Town of Westlock or any Provincial Regulation.
- d. **Illicit Drugs** – No illicit drugs are permitted at the Event.

3. **Destruction and Damage**

- a. **Damage** – Any damage to any Municipal Roadway, Sidewalk, Boulevard or Facility caused by any Event Attendee is the responsibility of the Applicant, and that responsibility is not limited to the amount of any Deposit that may be collected by the Town.
- b. **Destruction** – If the area specified for the event is destroyed or damaged by fire or any other cause or unforeseen occurrence before the Date of Event that shall make the fulfillment of this Agreement impossible, then this Agreement shall terminate, the Fee and Deposit will be returned and the Applicant waives the rights to any claims against the Town.

4. **Spectators / Security**

- a. If the Event draws spectators to the area, the Applicant:
 - i) shall ensure compliance with all Municipal Bylaws or Provincial Acts or Regulations; and
 - ii) shall be responsible for providing adequate security to ensure the safety of all Event Attendees and spectators and to prevent any damage to the area.



- b. Notwithstanding subsection (a), the Town reserves the right to, in its sole discretion:
 - i) Remove from the area anyone, including the Applicant, who creates a disturbance or acts in an unsafe manner; and
 - ii) Employ additional security for use during the Event if necessary for the safety of all patrons, Event Attendees and/or the Facility, and the cost of such additional security shall be the Applicant's responsibility.

5. Candy and Merchandise

- a. The Applicant shall not allow any candy or merchandise to be thrown by any persons taking part in the parade or procession unless the candy or merchandise is handed directly to the spectator by a pedestrian taking part in the event.

6. Insurance and Indemnities

- a. The Applicant shall, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
 - (i) "all risk" insurance upon property of every kind and description owned by the Town, or for which the Applicant is legally liable, or installed by or on behalf of the Applicant and which is located in the area, in an amount not less than the full replacement cost thereof. If there is a dispute as to the amount which comprises full replacement cost, the decision of the Town shall be conclusive.
 - (ii) comprehensive/commercial general liability insurance with inclusive limits of not less than \$5,000,000 per occurrence;
 - (iii) any other form of insurance as the Town may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent Applicant under similar circumstances would insure;
- b. Each insurance policy referred to in Section 5(a) shall name the Town and any person designated by the Town as additional insureds as their interest may appear and such policies will contain where appropriate:
 - (i) a waiver of any subrogation rights which the Applicant's insurer may have against the Town;
 - (ii) a severability of interests clause or a cross-liability clause;
 - (iii) a clause stating that the Applicant's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the Town.
- c. The Town reserves the right to approve the insurer and any policy of insurance obtained by the Applicant.



- d. The Applicant must ensure that any policy of insurance will obligate the insurer to notify the Town in writing, at least thirty (30) days in advance, of any material change, cancellation or termination of any provision of any policy.
- e. Obtaining the insurance required under Section 5(a) shall in no way limit or restrict the liability of the Applicant under this Agreement.
- f. The Applicant indemnifies the Town, its elected officials, officers, employees and agents and saves each harmless from and against any and all claims, actions, damages, liabilities and expenses including lawyer's and other professional fees (on a solicitor and client basis), in connection with loss of life, personal injury, damage to property, and/or any other loss or injury whatsoever arising from or out of the occupancy or use by the Applicant of the Facility occasioned wholly or in part by any act or omission of the Applicant, its officers, agents contractors, employees, sublessees, licensees, concessionaires or by anyone permitted by the Applicant to be in the Facility. This Section shall survive the termination of the Agreement. In the event that both the Town and the Applicant have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of the claim of the Town and the balance to the settlement of the claim of the Applicant.

7. Successors and Assigns

This Agreement shall be binding upon the Applicant as well as its successors and authorized assignees and sub-users.

By signing this Agreement, the Applicant acknowledges having read and understanding the terms and conditions for of this agreement, and understands that this Agreement is binding on the Applicant and any organization that the Applicant represents.

Signed on this _____ day of _____, 20____, in the Town of Westlock in the Province of Alberta.

Applicant

Town of Westlock