

Date of Application _____



**APPLICATION FOR BOULEVARD USE PERMIT
Commercial Sales Event**

Use of Public Lands Bylaw C-1078, Section 3

APPLICANT: _____ **PHONE:** _____

APPLICANT'S ADDRESS: _____

LOCATION OF SALE/EVENT: _____

DATE(S) AND TIME(S) OF SALE/EVENT: _____

I/WE the undersigned applicant(s) hereby agree to indemnify and save the City harmless from any and all claims that may arise as a result of the boulevard sale detailed on this application, where bodily injury, death, or property damage is caused.

PROOF OF A MINIMUM OF \$2 MILLION DOLLARS LIABILITY INSURANCE COVERAGE MUST ACCOMPANY APPLICATION. UPON APPROVAL A PERMIT FEE OF \$750.00 PER EVENT IS REQUIRED.

NOTE: Permit is valid for only the approved dates and subject to the attached conditions.

Signature of Applicant or Agent

Office Use Only

Approved: _____ Yes _____ No **Note: Permit Expires:** _____

Date

Parks Operations Department

Date

Community Services Director

Copies of approved permit to be forwarded to Development Services, Enforcement Services and Alberta Transportation.

Conditions for Boulevard Use Permit - Commercial Sales Event:

1. That signs bearing the message “Caution-Boulevard Sale In Progress” or words to that effect must be in place for the duration of each sales event and removed immediately upon termination of each event.
2. The placement of vehicles and the design of all signs utilized for the duration of each event will not constitute a potential traffic hazard as a result of their design, copy or placement, to the satisfaction of the City.
3. That in order to promote public safety and reduce congestion in the area of the sales event, the applicant will encourage public parking on their own property by ensuring that employees and their agents operate and park any vehicles safely.
4. That the applicant agrees to indemnify the City and its officers and employees from all claims, costs, and liabilities which arise as a result of issuing this permit.
5. That the applicant is solely responsible for, and answerable to, any damages as a result of any acts or omissions due or caused by any person at any time while the applicant is in occupation of the permitted area or any portion thereof and to indemnify the City, it's officers, servant's agents or any one for whose actions or defaults the City would be responsible, from all claim and losses arising from or in connection with such acts, omissions, and in particular, and without restricting the generality of the foregoing.
6. That City staff will meet with representatives of the applicant to evaluate the conditions of the site prior to, and after the sale to determine any damage, which may have been caused during the sale event.
7. That within fifteen (15) days of the conclusion of each sales event the applicant shall, at their expense, make any necessary repairs to the permitted area to the satisfaction of the City's agents. If repairs are not made to the satisfaction of the City's agents, the City may repair and invoice the applicant for the full cost of the said repairs.
8. That the applicant is subject to and must comply with all orders, rules and regulations of the City and to ensure that the permitted area is perfectly clean and that there is no accumulation of rubbish, waste paper or other combustible substances within the area.
9. That the permit issued for this event can not be assigned or transferred.
10. That should the applicant fail or refuse to comply with the orders or requests of the City, or fails to comply with the terms and conditions of this application the City may forthwith terminate the permit and take possession of the permitted area and at the cost of the permit remove him and all property there from, by force if necessary, and the City shall not, nor shall any of its officers, servants or agents be liable for damage or otherwise by reason of such termination or removal.
11. No Vehicles are to be parked/displayed within a six (6) meters/twenty (20) feet radius of any boulevard tree or shrub bed.
