



**DATE OF APPLICATION:** \_\_\_\_\_

**APPLICANT INFORMATION:**

Applicant Name/Legal Entity to Hold Permit: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

**ACTIVITY:**

\_\_\_\_ Remodeling/Construction

\_\_\_\_ Temporary Parking of Commercial or Over-sized Vehicle

\_\_\_\_ Other: \_\_\_\_\_

Requested Date(s) of Use: \_\_\_\_\_

Requested Location: \_\_\_\_\_

(Please attach a map if necessary.)

- All applicants must include proof of notification to businesses or residences within 75 feet of the location of the use of the right of way. A form is attached for your convenience.

Please describe the structures and/or vehicles to be placed on the right of way. (Please attach sketches or pictures) \_\_\_\_\_

\_\_\_\_\_

**ADDITIONAL PERMITS AND LICENSES:**

Please indicate which additional permits have or will need to be obtained, and attach copies of the documents already in place.

\_\_\_\_ City Sales Tax License (Call 249-1465 for more information.)

\_\_\_\_ Food Service License (Call 252-5000 for more information.)

\_\_\_\_ Other: \_\_\_\_\_

**RULES AND REGULATIONS**

Permittee agrees to indemnify and hold harmless the City of Montrose, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this permit, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Permittee, or any employee of the Permittee, or which arise out of any worker’s compensation claim of any employee of the Permittee. The Permittee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Permittee, or at the option of the City agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims or demands. The Permittee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

Permittee hereby agrees to waive any claim against the City, its officers or employees for damage to their persons or property arising out of this permit, the exercise of rights granted under this Permit, or the use of the public property granted herein by the City.

Permittee shall maintain and use the public property at all times in conformity with City ordinance, regulations and other applicable law, keep it in a safe and clean condition and allow no nuisance to be created by virtue of the Permit. Permittee shall not construct any buildings or improvements upon the public property. Permittee will be held responsible for any damage incurred to the public right of way or adjacent surrounding area as a direct result of the events activities.

The City may revoke this permit at any time as deemed appropriate in the City’s discretion. In such event all property of the Permittee shall be removed at Permittee’s expense and pre-existing conditions restored.

**The undersigned hereby agrees to comply with all conditions stated above and confirms that all statements on this application by the Permittee are true and accurate to the best of Permittee’s knowledge.**

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

\_\_\_\_\_  
**Permittee**

*Section Below for City Use Only*

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City Staff Review and Conditions:

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

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

