



CITY OF CUSTER CITY
622 Crook Street, Custer SD 57730
Phone 605-673-4824

PARADE REQUEST FORM

THIS FORM MUST BE SUBMITTED TO THE FINANCE OFFICE AT LEAST 45 DAYS IN ADVANCE OF YOUR EVENT WITH ALL REQUIRED OTHER DOCUMENTS.

ORGANIZATION NAME: _____

MAILING ADDRESS: _____

TYPE OF EVENT: _____

DATE OF EVENT: _____ RAIN DATE (if any): _____

TIME OF EVENT: _____ ESTIMATE COMPLETION TIME: _____

ORGANIZATION REPRESENTATIVE CONTACT INFORMATION:

NAME: _____ TITLE: _____

PHONE #: _____

EMAIL: _____

ASSEMBLY AREA: _____

ROUTE: _____

The following information must be included:

ATTACH MAP HIGHLIGHTING ROUTE

ATTACH A LIST OF ROADS THAT WILL BE TEMPORARILY CLOSED

ORGANIZATION SHALL PROVIDE PROOF OF INSURANCE LISTING THE CITY AS ADDITIONAL INSURANCE AND SIGN HOLD HARMLESS AGREEMENT.

MORE INFORMATION TO BE COMPLETED ON BACK SIDE

This permit is issued subject to the following stipulations:

- 1) Drugs and alcohol shall not be consumed on the parade route.
- 2) No candy, prizes, promotional items, etc, shall be thrown from any parade float or vehicle. Such items shall be handed out to the onlookers by walkers, with enough distance from the floats that onlookers do not have to enter the roadway to retrieve them.
- 3) Participants shall not spray liquids at the crowd.
- 4) Each parade participating group must be responsible not only for their own safety and must also take precautions to ensure the safety of their float, participants and the public audience around them.
- 5) Vehicle drivers are solely responsible for the safe operation of their vehicle. Each float/truck driver must be the holder of a valid driver's license and must have valid auto liability coverage in force.
- 6) Participants with horses or animals of any kind shall provide personnel to perform immediate excrement removal.

As the representative of the Organization requesting a parade permit, I have read the above stipulations and agreed to enforce such stipulations.

Signature of Organization Representative

Date

Print Name and Title of Organization Representative

CITY APPROVAL:

Date City Received Parade Request Form: _____

Date City Council Acted on the Parade Request Form: _____

Action taken by Council: _____

**CITY OF CUSTER CITY
HOLD HARMLESS AGREEMENT**

This agreement, made this _____ day of _____, 20, by and between the City of Custer City (hereinafter referred to as the CITY), a municipal corporation of the State of South Dakota, having its principal office at 622 Crook Street, Custer, SD, and _____ (hereinafter referred to as the ORGANIZATION), having an office at _____.

WHEREAS, the City requires entering into a Hold Harmless and Indemnification Agreement covering the City in its capacity as owner and/or operator of the Custer City property for the parade set forth in this request form.

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

The Organization agrees to defend, indemnify and hold the City, its agents, servants, and/or employees harmless from and against all claims, including reasonable attorney fees and liability, arising out of or in connection with the parade / event set forth in the form annexed hereto. Further, it is expressly understood that such indemnity of the City shall not be limited by declaration of any insurance coverage provided.

In the event of legal action or claim brought by a third-party action against the City or a claim brought by the City to enforce this Agreement, collect any amount due under this Agreement or because of a breach in performance of any term, condition, covenant, and/or obligation of this Agreement on the part of the Organization to be kept or performed, Organization shall, in addition to all duties set forth herein, reimburse the City for all expenses incurred, including reasonable attorney fees, which the City may incur in furtherance, or enforcement of this Agreement.

The waiver by the City of a breach/default of any term, condition, covenant, and/or obligation contained herein shall not be deemed to be a waiver of a subsequent breach/default of the same or other term, condition, covenant, and/or obligation contained herein. No term, condition, covenant, and/or obligation of this agreement shall be deemed waived by the City unless said waiver is in writing and signed by the Mayor of the City after the Council approval.

The Organization represents that it is sufficiently staffed, skilled and experienced in type of services set forth herein, and further represents that it is staffed with personnel who are duly licensed and qualified under all applicable federal, state and locals laws to engage in the activities as set forth herein.

The term of this Agreement shall be the date and the times set forth on the parade request form.

The terms of this Agreement may not be changed, except by a written amendment executed by the City and the Organization.

This agreement replaces any and all prior written and/or oral Agreements by Organization to release, hold harmless and indemnify the City with regard to the subject matter of this Agreement.

This Agreement and the representations and warranties contained herein shall inure to the benefit of the City, its employees, agents, and/or subcontractors, and shall bind the Organization, its successors and/or assigns. The Organization represents that it shall comply with all applicable local, state and federal laws while conducting its activities in connection with this Agreement.

Signature of Organization Representative

Date

Print Name and Title of Organization Representative