

AUTHORIZATION TO CLOSE STREETS OR PARKING AREAS

Name of Applicant _____

Mailing Address _____

Telephone # (Emergency Purposes) _____

Dates & Times for Closing _____

Purpose for Closing _____

Street Name, Address and/or Description of Area to Be Closed

Number of Parking Places Closed _____

Title III – COMMUNITY PROTECTION, Chapter 3 – Traffic Code 3-3-38
PARKING FOR CERTAIN PURPOSES PROHIBITED. No person shall park a
vehicle upon the roadway for the principal purpose of:

1. Displaying such vehicle for sale.
2. Displaying advertising.
3. Selling merchandise from the vehicle, except in a duly established market place, or
when so authorized or licensed under the Ordinances of this City.
4. Storage or as junk or dead storage for more than forty-eight (48) hours.

**THIS ACTION NEEDS COUNCIL APPROVAL. COUNCIL
MEETINGS ARE THE SECOND TUESDAY OF EVERY MONTH.
THIS FORM NEEDS TO BE COMPLETED AND RETURNED TO
CITY HALL BY THE FRIDAY PRIOR TO THE NEXT COUNCIL
MEETING.**

APPROVED _____

NOT APPROVED _____

DATE _____

SIGNED _____

Melissa Mahon, Mayor



City of Keosauqua
201 Main St.
Keosauqua, Iowa
(319) 293-3536
citykeo@netins.net

**HOLD HARMLESS & INDEMNIFICATION AGREEMENT
FOR STREET CLOSURES**

CITY OF KEOSAUQUA

This Hold Harmless Agreement and Indemnification Agreement (Agreement) is made the ____ day of _____, 20__, by and between _____, whose address is _____ ("Requestor") and the City of Keosauqua ("City"), whose address is 201 Main Street, PO Box 555, Keosauqua, IA, 52565.

Requestor desires to close access to the following streets ("named streets"): _____

_____ (attach street map)

to conduct certain activities as specified here: _____

("Desired Activities").

NOW, THEREFORE, the parties hereby agree as follows: The City, in consideration of the fee in the amount of \$_____ paid by Requestor, hereby grants Requestor access to the identified streets above, and permission to use the streets for the Desired Activities. The City is not making any representations or warranties whatsoever regarding the named streets or the Requestor's ability to conduct the Desired Activities at same. Requestor may not use any portion of the named streets for any unlawful purpose or in violation of any local, state, or federal law or regulation.

Requestor shall defend, indemnify and hold harmless the City, together with its employees, volunteers, elected officials, principals, agents, insurers, attorneys, affiliates, and assigns, from any and all losses, expenses, liability, claims, demands, charges, complaints, controversies, actions, causes of action and suits at law or in equity, of any kind or nature whatsoever, including without limitation claims of bodily injury (including death), injury to any person, damage or alleged damage to property, any claim under any local,



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state or federal statute and any claim under any other statutory, administrative, constitutional, contractual, tort, common law or other legal or equitable theory whatsoever, related to, directly or indirectly, or in any manner incidental to Requestor's use of the named streets and/or Desired Activities. Such indemnification shall include without limitation any and all defense costs and attorney fees, court costs and any and all other costs and expenses.

Requestor shall keep in effect general public liability insurance with limits of _____ for claims for bodily injury, death or property damage occurring on, in or about the named streets and shall name the City as an additional insured. The City does not have any obligation to obtain insurance on the named streets, any of Requestor's property located at, on or about the named streets, Requestor's Desired Activities, or any work performed by Requestor at, on or about the named streets.

Requestor acknowledges and agrees that the City may deny Requestor use of and access to the named streets should Requestor use the named streets for any purpose other than the Desired Activities.

Requestor will at all times keep its requested area in a neat, clean and sanitary condition and will return it to the City in the same condition as it was prior to Requestor's use.

Unenforceability of any provision of this Agreement shall not limit or impair the operation of validity of any other provisions of hereof. This Agreement represents the entire agreement between the parties hereto, and there exists no other agreement, whether written or oral, with respect to the subject matter of this Agreement. Any other oral or written agreements are deemed to be merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written.

Requestor:

[Name of Entity]

City Of Keosauqua

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____