

3/15/23 File# 23-0158  
Agenda date: 4/3/2023



## APPLICATION TO USE CITY PARK

Foley Recreation Department  
121 N. Alston Street Foley, AL 36535  
(251) 970-5020 [kellis@gmail.com](mailto:kellis@gmail.com) [www.foleyrecreation.com](http://www.foleyrecreation.com)

Applications must be received at least three weeks prior to the event.

Park Requesting: ARONVILLE PARK

Name: ANTHONY DUNN

Address: IRWIN ST

Phone No: 601-832-4596 Email: ampdunn@yahoo.com

Type of Event: STOP THE VIOLENCE FUN DAY

Description of all activities/facilities involved (include whether food or beverages will be served, tents erected, music, power requirement, etc.) **The use of propane grills are NOT allowed in our parks.**

FUN AND GAMES FOR THE KIDS/ADOLESCENCE, EASTER EGG HUNT, FOOD AND DRINKS

FOR THE COMMUNITY AND SURROUNDING AREAS- THE CITY OF FOLEY

TO TALK WITH THE PARTIES ABOUT CONFLICT RESOLUTION AND ENGAGEMENT OF

ROLE MODELS AND COMMUNITY LEADERS

3/15/23  
Left a message to confirm if he will have  
bouncers at the event. He  
per Anthony he is looking to have  
bouncers donated but if not they  
may rent them for the event.  
ke

Date of Event: APRIL 8 2023

Time of Event: From 900AM To: 500PM  
(including set up and clean up)

Maximum Number of Persons: 100

Signature of Applicant: Anthony Dunn Date: 03-14-23

Section 94 of the Constitution of Alabama prohibits municipalities from granting their credit, money or any other "thing of value" in aid of a private individual, corporation, or association. Thus, there is a prohibition on allowing private commercial use of a public park.

One exception to this rule is that municipalities can grant franchises or licenses to conduct business on public property, and municipalities can lease public property.

**RESERVATION AND HOLD HARMLESS AGREEMENT**  
**(Inflatable Children's Entertainment Devices)**

The City of Foley, an Alabama municipal corporation (hereinafter the "City"), and  
ANTHONY DUNN ("User"), on this 8 day of APRIL, 2023,  
hereby agree as follows:

1. Facilities and Uses. User has hereby reserved, and User is hereby granting a limited, non-exclusive license to use the following areas and/or facilities of the City:  
AARONVILLE PARK (the "Licensed Facilities")  
for the purpose of having a party with an inflatable entertainment device, water slide or "moonwalk" (hereinafter generically referred to as the "Equipment"). The City will not allow the User to have said Equipment on the Licensed Facilities except under the terms contained herein.

2. Period. The license and reservation made herein is only for the following date(s) and times:

Date: 04-08-23; Beginning time: 900AM; Ending time: 500PM.

Set up of the Equipment cannot begin before the 7 a.m., and removal of the Equipment must be complete by the 10 p.m. on the date indicated.

3. Provider. The Equipment will be provided by NA ("Owner") whose address and phone number is NA.

4. Insurance. The User is responsible for advising the Owner and ensuring that, as a condition precedent to this license, that the Owner names the City as an additional insured on the Owner's policy of liability insurance. The User is responsible for providing proof of adequate insurance acceptable to the City.

5. Indemnity; Hold Harmless; Release. The User agrees that the City is to be free from any and all liability or potential liability, and in consideration for the granting of this license by the City, the User hereby agrees and will forever release, defend, indemnify and hold harmless the City and its officers, employees and agents from all liability, claims, losses, costs (including attorney's fees and court costs), damages and expenses of any kind and nature by reason of property damage, personal injury or death to persons from whatever cause which arises from, is related to, or otherwise would not have occurred but for the User's exercise of its rights under this License, including, but not limited to, injury, damages or death arising out of or related to the Equipment or any other use by User or injury, damages or death arising out of or related to the condition, maintenance or dangers associated with the Licensed Facilities. User's obligations hereunder extend to cover injury, damages or death to User, User's invitees, agents, representatives, employees, participants, spectators, and to any other persons who are present on the Licensed Facilities. User's obligations hereunder continue to exist in full force and effect even in the event that the City is alleged or deemed to be negligent or otherwise in breach of some duty.

Signature of Applicant: Anthony Dunn Date: 03-14-23

Signature of COF Employee: \_\_\_\_\_ Date: \_\_\_\_\_