

# Foley

## APPLICATION TO USE CITY PARK

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

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

Park Requesting: Pine Street Park

Name: Foley United Methodist Church - Kate Morris

Address: 915 N. Pine Street, Foley, AL 36535

Phone No: 251-943-4393 Email: knorris@foleyumc.org  
251-550-8624

Type of Event: Christmas Caroling

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.

We will bring a simple sound system w/ microphones  
& speakers & have a few guitars & possibly  
a key board. We will lead the attendees  
in singing Christmas Carols.

Date of Event: Sunday, Dec. 15th

Time of Event: From 5:00 pm To: 5:30 pm  
(including set up and clean up)

Maximum Number of Persons: 50

Signature of Applicant: Kate Morris Date: 11/18/2024

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 Foley United Methodist Church ("User"), on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, 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: Pine Street 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: 12/15/24; Beginning time: 5:00 PM; Ending time: 5:30 PM.  
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 Foley UMC ("Owner") whose address and phone number is 915 N. Pine Street, Foley, AL (251) 943-4393

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: \_\_\_\_\_

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

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

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