

## MEMORANDUM OF AGREEMENT

This memorandum of agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between the City of Sweeny, Texas, a municipal corporation of the State of Texas,  
hereafter referred to as City, and \_\_\_\_\_ (NAME),  
hereafter referred to as Second Party:

### WITNESSETH:

Second Party has requested use of the SWEENY CITY HALL, PARKING LOT  
AREA, and CITY OWNED PROPERTY SURROUNDING AROUND CITY HALL.

Second Party acknowledges that he will be an independent user and agrees to  
assume any risk of injury or liability which may arise from the use of the SWEENY  
CITY HALL, PARKING LOT AREA, and CITY OWNED PROPERTY  
SURROUNDING AROUND CITY HALL.

### NOW THEREFORE, BE IT REMEMBERED BY THE PARTIES:

The City hereby grants permission to Second Party for the use of the SWEENY  
CITY HALL, PARKING LOT AREA, and CITY OWNED PROPERTY  
SURROUNDING AROUND CITY HALL at the times and dates established by the City.

Second Party agrees to follow and abide by all rules established by the City in the  
use of the SWEENY CITY HALL, PARKING LOT AREA, and CITY OWNED  
PROPERTY SURROUNDING AROUND CITY HALL, all rules are referenced in the  
application attached that must be completed for completion and contract of rental.

For the consideration for being allowed to use the SWEENY CITY HALL,  
PARKING LOT AREA, and CITY OWNED PROPERTY SURROUNDING AROUND  
CITY HALL as specified herein, Second Party agrees to be responsible for any and all

damages which may occur to the City, Second Party, or to employees, agents or others who are working for Second Party, or to any member of the general public occupying, as a result of the actions of Second Party in the use of the SWEENY CITY HALL, PARKING LOT AREA, and CITY OWNED PROPERTY SURROUNDING AROUND CITY HALL. Therefore, in consideration for this agreement and other good and valuable consideration, hereby acknowledged as received, Second Party (hereinafter known as Indemnitor) hereby agrees to indemnify and hold harmless THE CITY OF SWEENY (hereinafter known as Indemnatee) from and against any and all liability or loss that the City, or the Indemnitor, his agents, servants or employees, or the general public, may sustain as a result of claims, demands, costs or judgments, including attorney's fees, arising from any injury to any person, including Indemnitor, or property, including that owned by Indemnitor, as a result of the use of the SWEENY CITY HALL, PARKING LOT AREA, and CITY OWNED PROPERTY SURROUNDING AROUND CITY HALL.

City and Second Party agree to cooperate in executing any further documents or performing any other work necessary to complete this agreement.

CITY OF SWEENY

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Second Party Name Printed

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Second Party Signature

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Second Party Contact Number

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Group Affiliated With

Date/s of Usage \_\_\_\_\_

Times of Usage \_\_\_\_\_

Additional Contact Person \_\_\_\_\_

Additional Contact Number \_\_\_\_\_