



# MT. HELIX PARK FOUNDATION

## MT. HELIX PARK USE APPLICATION AND AGREEMENT

(Revised June 26, 2007)

Applicant (individual or organization): \_\_\_\_\_ (“Applicant”)

Contact information:

Name of contact person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: Home - \_\_\_\_\_ Business - \_\_\_\_\_ Cell - \_\_\_\_\_

Email: \_\_\_\_\_

Name/type of Event: \_\_\_\_\_ (“Event”) Requested date: \_\_\_\_\_

Requested duration of Park use (including setup and cleanup): from \_\_\_\_\_ to \_\_\_\_\_

Area of Park use:

Cross;  Amphitheatre;  Stage;  Upper Parking Lot;

Lower Parking Lot(s); \_\_\_\_\_ Other (specify)

Anticipated Attendance: \_\_\_\_\_

Do you plan to serve or have available:  food;  non-alcoholic beverages;  alcoholic beverages (limited to beer and wine)? *(If so, you must execute a separate “Food and Beverage Agreement (No Alcohol)” or a “Food and Beverage Agreement (Including Alcohol).” **Catering services are not provided by or through the Foundation.**)*

State your needs, if any, for electrical power at the Event: \_\_\_\_\_

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**FEES TO BE PAID**

(To determine the nature and amount of fees, please refer to the "Mt. Helix Park Administrative/Service Fee Schedule")

Administrative fee: \_\_\_\_\_ Overtime fee (if any): \_\_\_\_\_ Security deposit: \_\_\_\_\_

**If provided by the Foundation:**

Portable restroom(s): \_\_\_\_\_ Shuttle(s): \_\_\_\_\_ Parking attendants: \_\_\_\_\_

Security personnel: \_\_\_\_\_ Insurance: \_\_\_\_\_ White chairs: \_\_\_\_\_

White runner: \_\_\_\_\_ Arch: \_\_\_\_\_ White posts & chains: \_\_\_\_\_

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**ADDITIONAL INFORMATION**

I. Signage. Do you plan to erect or install signs or banners in the Park or in the vicinity of Mt. Helix either before or during your Event? \_\_\_\_\_ If so, please describe in detail:

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2. Structures. Do you plan to erect any structures (such as awnings, tents, or temporary fencing) on Park property in conjunction with your Event? \_\_\_\_\_ If so, please describe in detail:

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3. Animals. Do you plan to use or allow animals (such as doves or pets) at your Event? \_\_\_\_\_ If so, please describe in detail:

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4. Sound. Do you plan to amplify sound for your Event? \_\_\_\_\_ If so, please specify what type(s) of sound you intend to amplify and describe in detail the equipment to be used:

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5. Parking. Do you intend to have attendees at your Event park in the lower parking lot(s)? \_\_\_\_\_ If so, and you are not retaining parking personnel through the Foundation, describe in detail your plan for handling parking logistics:

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6. Shuttles. Do you plan to transport attendees up and down the mountain for your Event? \_\_\_\_\_ If so, and you are not hiring shuttles through the Foundation, describe in detail your shuttle plan, including whether you will be using private or commercial vehicles, the name of the shuttle company (if any) you plan to retain, and the number and type of vehicles you anticipate using or retaining:

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7. Restrooms. Do you plan or are you required to provide portable restrooms for your Event? \_\_\_\_\_ If so, and you are not arranging restroom rental through the Foundation, state the name of the company that will provide those restroom facilities, the number of restrooms that will be provided, and the planned location(s) of such restroom(s):

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8. Environment. Applicants are required to remove all Event-related litter from the Park, the parking lot(s), and along Mt. Helix Drive and Vivera Drive at the conclusion of the Event. Although a refundable deposit is required to ensure that this is done in a timely manner, describe your plans for collecting and removing all Event-related litter:

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9. Security. Do you plan or are you required to provide security personnel for your Event? \_\_\_\_ If so, and you are not retaining security personnel through the Foundation, describe in detail your plan for providing security personnel for the Event, including the number and qualifications of such personnel

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10. Insurance. Do you plan or are you required to obtain liability insurance or to provide proof of liability insurance for the benefit of the Foundation, its directors, officers, employees, and agents in connection with your Event? \_\_\_\_ If so, and you are not arranging for such insurance through the Foundation, state the name, address, and telephone number of your current or proposed insurance company and its local agent, plus the limits of liability.

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*(NOTE: No later than 14 days prior to the Event, Applicant may be required to provide a Certificate of Insurance evidencing the limits of coverage and that the named insureds include the Foundation, its directors, officers, employees, and agents.)*

11. Inclement Weather. Do you understand that Mt. Helix Park is an outdoor venue, and that therefore the Event is subject to being adversely affected by wind, rain, high humidity, heat, and cold, among other things? \_\_\_\_ Should adverse outdoor conditions prevail, describe what alternative plans you have, if any, for conducting the Event:

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**AGREEMENT**

Applicant warrants that all of the above information is true and correct.

Applicant has been provided with, has read, understands, and agrees to abide by all of the “Rules and Regulations for Permitted Events at Mt. Helix Park” (“Rules and Regulations”).

Along with this Application, Applicant is tendering a **NONREFUNDABLE** deposit in the amount of \_\_\_\_\_. Applicant understands and agrees that, should the Event be curtailed, postponed, or canceled for any reason (including but not limited to inclement weather) other than a reason solely attributable to Foundation, this deposit will not be returned to Applicant, nor will Foundation be responsible for a refund of **any other fees** paid by Applicant for goods or services already performed, provided, or irrevocably contracted for.

Along with this Application, Applicant is also tendering a **refundable** Security Deposit in the amount of \_\_\_\_\_. Applicant understands and agrees that, should Applicant fail to remove all Event-related litter and repair all Event-related damage pursuant to the provisions of the Rules and Regulations, all or a part of that Security Deposit will be used by Foundation for litter removal and/or damage repair, and that Applicant may be liable for payment of additional amounts should the Security Deposit be insufficient to pay such costs.

Applicant agrees to indemnify, defend, and hold harmless the Foundation, its directors, officers, employees, and agents from and against all loss or expense (including costs and attorneys' fees) by reason of liability for damages resulting from bodily injury, including death, and damage to or destruction of real or personal property, arising out of or in consequence of conduct by Applicant (including, if an organization, its directors, officers, and employees), Applicant's agents and contractors, and any attendee at Applicant's Event.

SO AGREED, in consideration of being granted a Park Use Permit for Applicant's Event.

\_\_\_\_\_  
Signature of Applicant or Applicant's Agent

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

\_\_\_\_\_  
Print Name of Applicant or Applicant's Agent

Title (if applicable): \_\_\_\_\_