

# Municipal Public Park Use Policy

Heber City, Utah

Guidelines for Events in Heber City Parks

**Effective Date:** 07/07/2011

## POLICY PURPOSE

It is the purpose of this policy to encourage events in parks that promote the well being of the public. To qualify for a Park Event Permit, the major thrust of the event must be oriented to include the public. Vendor retail, concessions, and fund raising may be a part of event activities, but shall not be the primary or only reason for the event. Permitted event types include the following activities; however this list is not to be considered exhaustive, as determined by the City Council:

1. Events sponsored by Heber City Corporation;
2. Entertainment (i.e. car shows, concerts, plays or dances, dance recitals, holiday celebrations, and festivals);
3. Education (i.e. cultural events and emergency preparedness fairs); and/or
4. Health and wellness (i.e. farmers market, physical fitness programs, and running and bicycle races).

## APPLICATION REQUIRED

The following must be submitted at least 4 weeks prior to the event date.

1. Park Use Application.
2. Fees.
  - a) \$30 non-refundable Application Fee
  - b) \$30 Park Use Fee
  - c) Cleanup Cash Bond of \$500, which is refundable if the Park is left in a clean and undamaged condition. The bond shall not be returned until the Park has been inspected by the Park Superintendent, and may be withheld in whole or in part to cover damages and/or costs for Park cleanup.
  - d) Site plan showing event location, concessions and vendors, and other activities in relation to Park features.
3. Insurance and waiver. Submit completed waiver and release, and evidence of required insurance.
4. Other Permits and Applications.
  - a) Event Permit Application. Submit a Heber City Event Application.
  - b) Health Permit. Submit copy of Wasatch County Health Department Permit for each vendor serving food.
  - c) Temporary Sales Tax Numbers. Submit evidence of Temporary Sales Tax Numbers issued by the Special Events Sales Tax Unit of the Utah State Tax Commission, if applicable.
  - d) Liquor License. Submit copy of liquor license, if applicable. Any event that sells, serves, gives away, or provides any alcoholic beverage for consumption must acquire a Single Event License or Temporary Special Event Beer License through the City and Utah State DABC process. Obtaining these licenses for alcohol will require approximately 45 days.
  - e) Other Permit types. Submit copy of any other permits required from state, local, or county agencies.
5. Procedures for approval.
  - a) The Business Licensing Administrator or his/her designee shall be responsible for reviewing applications and issuing a Park Use Permit.
  - b) In determining whether or not to approve the application, the Business Licensing Administrator or his/her designee shall take into consideration the number of such

applications and/or permits for similar events already in operation in any one location and the probable positive or negative effect on park users.

- c) Improper use or behavior shall be grounds for the termination of an existing application for a permitted use, or, the denial of any future application from that applicant.
- d) The permit shall be immediately revocable by the Business Licensing Administrator or designated representative if any portion of this Policy or other applicable state or local law or application provision is breached.

## **PARK RULES AND PERMIT RESTRICTIONS**

1. No approved Park Use Permit may be sold, assigned, or transferred. Nothing herein is intended nor shall be construed to create an employer-employee or joint-venture relationship with the City. The conditions herein shall be binding upon the applicant and applicant's successors and assigns.
2. The City retains priority use of its facilities and reserves the right to reject all applications for event activities. The City further reserves the right to conduct concessions using its own staff or contractors.
3. Any activity or event associated with commercial vending must not endanger persons or property or detract from the public's recreational use, the public's aesthetic enjoyment of the park, or the overall function and spirit of the event itself.
4. The concession must only occur in locations as shown on the approved site plan as approved by the Business Licensing Administrator.
5. Excessive utility costs associated with the event shall be paid for by the event sponsor. The Cleanup cash bond may also be withheld to cover those additional costs. The Business Licensing Administrator shall make any initial determinations of this sort. Any appeal of such decisions shall be heard by the City Council.
6. The exclusive use of all or any portion of a City park shall not commence before 7:00 a.m., and shall terminate no later than 10:00 p.m.
7. Beverages must not be dispensed in glass containers, but in cans or paper or plastic cups.
8. Each vendor must display all applicable permits in a conspicuous location.
9. Each vendor displaying or retailing any goods or services shall locate all merchandise within a covered structure and/or upon a table.

## **PROHIBITED ACTIVITIES**

The following activities are prohibited.

1. The utilization of any stakes penetrating the ground.
2. Vehicles on park grounds, unless placement of vehicles is approved and supervised by the Parks & Cemetery Director.
3. Pets and animals, with the exception of guide dogs for the impaired.
4. Smoking, fighting, excessive noise, vulgar language or gestures, drugs, the consumption of alcohol unless specifically approved by the city, the display of any feature, graphic or behavior that is generally deemed offensive to the public, or any other activity that is prohibited by state or local law.
5. Activities such as the selling of used cars or other large equipment, garage or rummage sales, or other activity deemed by the city to be contrary to the purposes of this policy.
6. Events which charge admission.
7. Political activities.

**Waiver and Release:** I, as the applicant, hereby release and discharge Heber City Corporation, its officers, employees, directors and employees from and against any and all claims, actions and demands arising out of or in connection with participation in or use of City facilities, including, without limitation, any and all claims, cost liabilities, expenses, or judgments, including legal fees, penalties, interest and court costs incurred by Heber City Corporation in defense of same, arising in favor of any party on account of claims, personal injuries, death, or damages to property and all other claims or demands, occurring or in any way incident to, in connection with, or arising directly or indirectly from user's participation in or use of any City facilities.

I hereby release Heber City Corporation, its officers, employees, and agents from any liability, and clearly and unequivocally agree to defend, indemnify and hold harmless Heber City Corporation, its officers, employees, agents and servants from any liability arising from activities associated with participation in or use of the Heber City facilities whether caused by negligence or otherwise. I understand and agree that by signing this waiver I am freeing Heber City Corporation, its employees, officers or agents from any liability resulting from participation in or use of City facilities. I also understand that no employee or agent is authorized to modify this waiver.

I certify that I have read the above authorization and release and I hereby state that I understand the contents, and that I know that in signing it I am signing away any right of claim for damages sustained to any user while participating in or using any City facilities.

I covenant and agree to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. I, as the Applicant agree to maintain a comprehensive general liability insurance policy, naming City as an additional insured, satisfactory to City, protecting both Applicant and City against public liability, products liability and property damage. Thirty days prior to the event, Applicant is required to furnish a Certificate of Insurance certifying coverage for public liability and property damage in the minimum amount of \$1,000,000 (One Million Dollars) combined single limit per occurrence, \$2,000,000 (Two Million Dollars) in the aggregate and which states the coverage as primary insurance with the City insurance policy being secondary.

My signature acknowledges that I understand and agree to the above conditions, and that I sign this release of my own free will, and I represent and acknowledge that I do so with full authority or right as the Applicant or as a duly empowered agent or representative of said Applicant.

ORGANIZATION NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_