

Park Use Agreement



Office: (505) 857-8657

After Hours/Weekend Supervisor: (505)382-5926

Name of Event: _____ Park: _____

Date(s) of Event: _____ Times (Including Setup & Cleanup): _____

Name of Organization: _____ Area of park to be used: _____

Responsible Party: _____ Expected Number of People: _____

Telephone: _____ Email: _____

Will you have a tent/canopy?: Tent Canopy None

Will a tent company be used?: Yes No

Will food be served?: Yes No If yes, will food be served to the public? Yes No

Will food be sold?: Yes No Will there be amplified sound?: Yes No

See Page 2 for parks that have electricity available, \$20 fee. Will you require electricity?: Yes No

Will a fun jump be used? (See Page 2 for designated Parks): Yes No \$35 per jumper/site/4 hrs

If yes, Company & Phone Number: _____

Will Portable Toilet(s) be on site?: Yes No (portable toilet(s) required for events of 100 people or more

Are you seeking Park Activation Sponsorship? Yes No (Additional application required, please visit cabq.gov/parksandrecreation/parks/neighborhood-park-activate for more information and application)

Please initial each line item below:

- _____ No staking or driving on the grass at anytime.
- _____ **Area of park to be used will be left clean and trash removed. A cleanup/ damage fee will be charged if park is not left clean and trash hauled away immediately following event or if damage occurs to the park.**
- _____ Blocking off parking spaces/ placing barricades/ cones prohibited.
- _____ Only gas grills allowed with fire extinguisher (no charcoal grills). Grills cannot be placed under shade structures or trees.
- _____ Insurance will be required naming the City as additionally insured for groups of 100 or more.
- _____ Must have Park Use Agreement with you at the event.

Liability Insurance. The Responsible Party will obtain the following insurance policies for groups of 100 people or more: (i). Commercial General Liability Including Automobile. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows (requirements are shown as listed on a standard form certificate of insurance):

- \$ 2,000,000 Per Occurrence
- \$ 2,000,000 Policy Aggregate
- \$ 1,000,000 Products Liability/ Completed Operations
- \$ 1,000,000 Personal and Advertising Injury
- \$ 5,000 Medical Payments

The policy of insurance must include coverage for all operations performed by the Responsible Party and sub users, and contractual liability coverage will specifically insure the hold harmless provisions of this Agreement. Responsible Party agrees to indemnify and hold harmless the City and the City's employees, officials, and agents, from and against any and all liabilities, damages, and claims of third parties arising from Responsible Party's and Responsible Party's invitees', agents', employees', contractors' and sublicensees' (collectively referred to herein as, "Responsible Party") use hereunder of the Park and facilities thereon. This indemnification includes, but is not limited to, defending, indemnifying and saving harmless the City and its officers, agents and employees from and against all suits, actions or claims of any kinds brought

because of any injury, including death, or damage received or sustained by any person, persons, or property arising out of the Responsible Party's use of or activities in the Park and facilities thereon, or by reason of any act or omission, neglect or misconduct of the Responsible Party. This indemnity provision will apply equally to injuries to the Responsible Party's employees, volunteers, invitees, guests, participants, spectators and agents occurring in the Park and facilities thereon. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

The City will be named an additional insured and the coverage afforded will be primary with respect to operations performed. Showing the City as a certificate holder is not the same as naming the city as an additionally insured and is not an acceptable substitute. If equivalent coverages are provided and the form is approved by the City, the Responsible Party may provide a general liability policy in a form different from that described above.

Note: Except jumper sites, this agreement is not a reservation or guarantee for use of any specific park or area. City parks are open to the general public and cannot be reserved. This paperwork is for the purpose of coordinating events, organized sports and maintenance of scheduled events.

_____ Responsible Party _____ Date

Office Use Only

Pending Approval: _____ Date: _____
 Approved: _____ Date: _____
Notes: _____

Permits Required:

Insurance Date Received: _____ Special Event Permit Date Received: _____
 Food Permit Date Received: _____ Noise Permit Date Received: _____
 Tent/ Canopy Permit & Fire Marshal Approved Site Plan Date Received: _____
 Fugitive Dust Control Permit Date Received: _____

Fees:

Electrical Fee Amount: _____ Date Received/ Check #: _____
 Jumper Fee Amount: _____ Date Received/ Check #: _____

Designated Jumper Sites:

Alamosa Park
Balloon Fiesta Park
Kirtland Park
Korean War Veterans Park
Lazy Day Park
Manzano Mesa Park
Mariposa Basin Park
Martineztown-Santa Barbara Park
Matthew Meadows Park
Montgomery Park
North Domingo Baca Park
Pat Hurley Lower Park
Phil Chacon Park
Redlands Park

Terrazas Park
Tower Pond Park
U.S.S. Bullhead Memorial Park – Weekdays Only
Ventana Ranch Community Park
Ventana West Park
Vista Verde Park
Westgate Community Park

*Any/ All fun jump companies MUST have current license and insurance

Electrical Use Available At:

Alvarado Park
Bataan Park
Robinson Park
Tiguex Park
* portable generators allowed at any park