

# APPLICATION FOR PERMIT TO USE CITY FACILITIES

## Section 1. Applicant And Event Information

1. Event Organizer/Agency \_\_\_\_\_

2. Event Organizer/Agency Address \_\_\_\_\_  
\_\_\_\_\_

3. Phone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

4. Organizer's Designated Representative (must sign this Application)  
\_\_\_\_\_

5. Event Promoter (if different from above group) \_\_\_\_\_

6. Phone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

7. Area or Facility Requested (*Name of Park and specific area within that Park*)  
\_\_\_\_\_

8. Name of Event \_\_\_\_\_

9. Type of Event \_\_\_\_\_

10. Event Date(s) \_\_\_\_\_

11. Event Schedule (date and time)

Set up \_\_\_\_\_

Event Hours \_\_\_\_\_

Departure \_\_\_\_\_

12. Anticipated Attendance \_\_\_\_\_

13. Event Details

Tents Erected? Yes No If yes, how many \_\_\_\_\_

Park Roads Closed? Yes No \_\_\_\_\_

Fund-raising Event? Yes No If yes, beneficiary \_\_\_\_\_

Sound Amplification? Yes No \_\_\_\_\_

Food/Beverage/Merchandise Sold? Yes No \_\_\_\_\_

Alcohol Sold? Yes No If yes, a copy of the ABC permit  
must be submitted before your event.

Stage Erected? Yes No \_\_\_\_\_

Walk/Run? Yes No Will a participant fee be charged? \_\_\_\_\_

Entrance Fee? Yes No If yes, how much \_\_\_\_\_

14. Explain the program or event in detail, including location in the park. Explain in detail all aspects of the event. Include information about entertainment, concessions, publicity, setup and strike-down dates, security, trash removal, and other important details relating to the planning of the event. Use separate sheet if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Electrical Requirements (number of circuits and amps) \_\_\_\_\_

## **Section II. Application Instructions and Terms and Conditions For Park Facilities Use**

1. The Permit Application is due not later than ten days from initial contact with Park personnel and no later than 45 days prior to the event. If approved, appropriate fees will be assessed. All base fees due including deposits must be paid within 30 days prior to the event. All fees are fully refundable if the event is canceled 30 days prior to proposed event date. No permit will be issued until all necessary paperwork has been completed and all fees paid. Completed Permit Applications should be submitted to: Recreation Supervisor, 3301 South M Street, Fort Smith, Arkansas 72903.
2. Applications for general park use are accepted one year in advance. The Parks and Recreation Department has first priority in scheduling events in all parks and/or facilities. All dates are reserved on a first come, first served basis. Event dates are not confirmed until all related fees have been paid.
3. Permits for Fund-raising events may only be requested by persons or organizations that have 501 ( c ) 3 status with the IRS. Proof of status is required.
4. A certificate of insurance must be submitted with this Permit Application. The policy must be in force for the duration of the Event and be issued by an insurance company licensed to do business in Arkansas, specifying public liability and property damage insurance with a single limit of not less than three hundred thousand dollars (\$300,000), naming the City of Fort Smith as an additional insured. No permit will be issued unless this certificate has been received. Additional insurance coverage may be required based on the scope of the event.
5. The Parks and Recreation Department prohibits the reservation and use of park facilities by Permittees that discriminate on the basis of age, color, disability, national origin, race, religion, sex, in the admission to, access to, or operation of their programs, services, or activities.
6. Any changes to the Event description submitted with this Permit application must be submitted in writing to the Park Office. Any aspect of the Event not fully described in the Permit Application or an addendum submitted in accordance with this paragraph will not be covered by the permit or allowed in Park Facilities.
7. All events held on Fort Smith Parks property must fit within the following guidelines:
  - A. The proposed activity or use of the Park must not unreasonably interfere with or detract from the general public's enjoyment of the Park.
  - B. The proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
8. Prior to but not earlier than six hours before each Event, the permit holder must perform an inspection of all Parks Facilities to be used and must report in writing to the Parks Department the presence of any damage or trash on the premises. All damage evident or trash remaining on the premises after the Event and not previously and specifically reported to the Parks and Recreation Department as required in the preceding sentence will be considered to have resulted from the Event and must be rectified at the sole expense of the permit holder. Larger events may require that a representative of the Parks

Department inspect the Park facilities with the event organizer. This will be determined by the Recreation Supervisor.

9. It is the permit holder's responsibility to return the park to the condition it was in prior to the permitted event or pay fees related to returning property to condition prior to event. Permit holders are responsible for ALL clean up after each event. Permit holders are required to post a \$500.00 deposit . **The posting of a deposit does not relieve the Event permit holder from the responsibility for performing all clean up and correcting all damage relating to any Event.** The permit holder agrees to reimburse the City for all costs incurred in performing cleanup and repairs which, in the judgment of the Parks Department, the permit holder has failed to perform. Cleanup and repair costs shall accrue at the rate of \$20.00 per man-hour, plus the cost of cleaning supplies, basic landscaping materials and the like. The permit holder's deposit will be applied to cleanup and repair costs accruing under this paragraph. In addition, the permit holder agrees to reimburse the City for cleanup, repair and material costs accruing under this paragraph that exceed \$500. The unused portion of a deposit, if any, will be refunded to the permit holder.
10. The Department of Parks and Recreation reserves the right to require permit holders to provide, at their expense, as many off-duty Fort Smith Policemen and Emergency Medical Technicians as the Department deems necessary to assure the safety of the public and Park Facilities. A minimum of one (1) Police Officer must be hired at all times to insure the best interest of the Department is adhered to at all times. Arrangements for Police officers will be made through the Fort Smith Police Department.
11. Permit holders must adhere to all ordinances, rules and regulations of the Parks and Recreation Department and the City of Fort Smith. Applicants must obtain all necessary City Permits before a permit for Park use will be issued. The Parks Director will make every effort to inform Event Organizer of all related City Permits based on information in this application. Examples of other necessary permits include: Use and Occupancy Permit, Tent Permit, Health Department Permits, food, beverage and vending licenses, etc.
12. Driving and parking are strictly prohibited from all turf areas.
13. Alcoholic beverages are not allowed in Park Facilities unless special permit is obtained.
14. All signage, advertising, publicity, exhibits or displays to be used must have the prior approval of the Parks Department. Absolutely no banners or flags of any kind are to be flown from Parks Facilities flagpoles.
15. All Events must end not later than 10:00 p.m.
16. Appropriate park personnel and members of the Parks Department must be provided access to Events upon request in order to monitor Event activities and ensure compliance with ordinances, rules and regulations.
17. Parks Department has the authority to revoke a permit upon finding a violation of any rules or ordinances or upon good cause shown.

18. In the event of noncompliance with any provision of these terms and conditions, the Parks and Recreation Department may, in its sole discretion, ban any event sponsor or professional event organizer, promoter or the like from further sponsorship or promotion of any Event in Parks Facilities for a period of two years.
19. The Parks Department will determine the need for portable toilets. The expense will be born by the applicant.
20. The applicant is responsible for the collection and removal of all trash and litter from the park. Recyclable items (cardboard, cans, etc.) must be placed in separate cans from regular trash. The Parks & Recreation department recycles and encourages all users of its facilities to recycle.
21. By submitting a Permit Application, the event organizer agrees to the following additional terms:
  - A. The event organizer will indemnify and hold harmless the City of Fort Smith from any and all claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the organization's use of Parks Facilities and areas described in this Permit Application and any claims, damages, costs and attorney fees arising from any failure of the organization, its officers, employees and agents to observe applicable laws, ordinances, rules and regulations;
  - B. The event organizer assumes all risk and responsibility for any dangerous or defective conditions on the grounds of Parks Facilities, whether known or unknown;
  - C. The event organizer agrees to restore Parks' Facilities to the condition prior to the Event;
  - D. This document sets forth the entire agreement of the parties;
  - E. A financial statement of the Event proceeds must be mailed within 30 days of Event to the Recreation Supervisor. Deposit will not be refunded until this is received.
  - F. The individual executing this document on behalf of the event organizer affirms that he is authorized to do so;
  - G. No modification of this document shall be valid unless in writing and signed by the Parks Department; and
  - H. Arkansas law shall govern any dispute arising from this document.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

<p>The Fort Smith Parks and Recreation does not discriminate on the basis of age, race, sex, color, religion, national origin or disability in admission to, access to, or operations of its programs, services, or activities. The department does not discriminate in its hiring or employment practices.</p>
---