



Hourly Park Permit Guidelines, Application, and Agreement

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your program. We look forward to having you use one of our parks and ask that you follow these rules to ensure that your program goes smoothly and that park resources are protected. Failure to comply with these rules could result in a void of your special permit. Best wishes for a safe and successful program!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least **four weeks prior** to your event. Submitting this Hourly Park permit application is not a confirmation to conduct your planned program. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park(s) for the event described herein.**

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- | | |
|--|--|
| <input type="checkbox"/> Application for Rental Agreement | <input type="checkbox"/> Program Site Plan |
| <input type="checkbox"/> Application Fee \$25/non-refundable | <input type="checkbox"/> Class Schedule |

Rental/Permit Fees and Certificate of Insurance:

Rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Program date(s) will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to:
PO Box 848, Bloomington, IN 47402 or dropped off at
401 N. Morton St., Suite 250 (inside City Hall)

Refunds:

BPRD will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made fewer than seven days before the event will result in the forfeiture of the entire rental fee. Refunds will not be issued due to inclement weather.

Insurance:

During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.



All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as an additional insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Meeting:

Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If necessary, this meeting may be mandatory to work out all the details of the program.

B-Line Trail:

The section of trail from Sixth Street – the east side of Rogers including the Farmers' Market Plaza, and the east side of City Hall between Sixth Street and Tenth Street is not available for use on Saturdays, April – November, between 5 a.m. and 3 p.m.

Property adjacent to the B-Line Trail is not available for placement of tables, chairs, signage, portable toilets, etc. Any group using the B-Line Trail must supply security at all intersections to assist walkers/runners/parades in safely crossing bisecting streets.

Vehicles and Parking:

Vehicles are not allowed on park property other than streets and parking areas. Failure to comply with this guideline will result in a loss of permit. Parking is permitted only in designated parking lots.

Trash Removal/Recycling:

You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your program. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after a program for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of the permit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Equipment:

Bloomington Parks and Recreation is not responsible for any equipment or items used in your program. You are responsible for scheduling security to watch over your area. Barbells, bumper plates, plate weights, and sleds are not allowed. TRX straps, rings, and resistance bands are not allowed to be hung from trees. All music devices used during the program must be battery powered.

Child Supervision:

If children under the age of 18 are part of the program, it is your responsibility to provide adequate supervision.

Safety:

The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited

within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.



The individual or group is totally responsible for the behavior and actions of those individuals attending their program and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

Copyright:

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Noise Permits:

It is the responsibility of the applicant to secure proper noise or parade permits from the Department of Public Works. **This includes the use of amplified and non-amplified music. Applicants can call 812-349-3411 for additional information.**

Violations:

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures. BPRD retains the right to revoke an Hourly Park permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs), excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

Permit Fees:

Application Fee: \$25, non-refundable

Hourly Permit Fee: \$10/hour use of park, including set-up and breakdown, see page 1 for refund policy

Questions?

Jess Klein
Health & Wellness Coordinator
City of Bloomington Parks and Recreation Department
kleinj@bloomington.in.gov
812-349-3771

401 N. Morton St., Suite 250
P.O. Box 848
Bloomington, IN 47402



HOURLY PARK PERMIT APPLICATION
 City of Bloomington Parks and Recreation Department (BPRD)
 (Please Print or Type)

- Park and trail operating hours are 5:00 a.m. to 11:00 p.m.
- Permit applications must be submitted to the Department at least four weeks prior to event
- An application for shall not become a permit until it has been approved and signed by the Department.
- Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Governmental: <ul style="list-style-type: none"> <input type="radio"/> City of Bloomington <input type="radio"/> Department-Affiliated <input type="radio"/> Monroe County <input type="radio"/> Other <input type="checkbox"/> Non-Profit <ul style="list-style-type: none"> <input type="radio"/> Tax ID# _____ | <input type="checkbox"/> Non-Profit Fundraising Event <ul style="list-style-type: none"> <input type="radio"/> Tax ID# _____ <input type="checkbox"/> Private: City Resident
<input type="checkbox"/> Private: Non-resident
<input type="checkbox"/> Profit Making
<input type="checkbox"/> Other |
|---|---|

Date of Application: _____

Location(s) of Proposed Program: _____

Date(s) and Times(s) of Proposed Program:

Date	Time

Contact Information:

1. Organization applying for Hourly Permit:

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____



2. Name of organizational **contact** responsible for managing program
(Please list the one representative that will be responsible for all communication):

Name: _____ Title: _____

Address/Phone Number (If different than organization)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____

Program Logistics:

3. Name of Program: _____

4. Type of program: (Please check as many as applicable)

- Fitness/Health Class (such as: group exercise, small group training, personal training)
- Art/Music Class
- Sport/Coaching
- Other (please explain) _____

5. Program Description

6. Do you plan to bring equipment that will be used during the program? yes no

(a)If yes, please describe below (type, quantity, etc.).

Type of Equipment	Quantity



7. Requested date(s) and time(s) for program:
Date, set up time, event start time, event end time, teardown time

Date	Set Up Time	Program Start Time	Program End Time	Teardown Time
For ex: Oct. 13	7:30a	8:00a	9:00a	9:30a

(a) Designated date(s) for inclement weather? (rain date) yes no

If yes, please list rain date(s) and time(s) below:

Date	Time

8. Total number of anticipated participants per event/class: _____

9. Will any signs, banners or flyers be hung or posted? yes no

Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at 812-349-3423)

10. Is this program open to the public? yes no

11. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)



12. Will there be a charge to attend/participate? yes no

If yes, please explain the type of fee and amount:

Type Fee(s): _____ Fee Amount: _____

13. Please describe how you plan to remove trash from the program site: _____

Person responsible for clean up:

Contact Name: _____ Relationship to organization: _____

Phone Number: _____

Security/Safety:

14. What are your plans for providing emergency/medical services?

Program Music:

15. Do you plan to provide music for this program? yes no

If yes, please describe: _____

16. Will any type of sound amplifying equipment or devices be used in conjunction with this event?

yes no If yes, please list type of equipment

Type of Equipment	Quantity

17. Are there any special provisions pertaining to your event that have not been addressed on this application: _____



18. **All Programs:** A map detailing placement of program (site map) will be required for all programs. ***A copy of your site map must be attached to this application.**

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the City of Bloomington Parks and Recreation Department including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Signature

Date

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. Bloomington Parks and Recreation Department has put in place preventative measures to reduce the spread of COVID-19; however, the Department cannot guarantee that you, the program participant, or your household members will not become infected with COVID-19. Further, attending the C.A.R.E.S. program could increase the risk of you, the program participant, or your household members of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, the program participant, or other members of our household may be exposed to or infected by COVID-19 as a result of the program participant attending the program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I also acknowledge and understand that all of the risks of COVID-19 are not known. I understand that the risk of becoming exposed to or infected by COVID-19 at the program may result from the actions, omissions, or negligence of the program participant, myself, and others, including, but not limited to, Bloomington Parks and Recreation's employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks, known and unknown, and accept sole responsibility for any injury or loss to the program participant, myself, and other members of my household. On my behalf, and on behalf of the program participant, I hereby waive,



CITY OF BLOOMINGTON
Parks and Recreation

release, discharge, and agree to hold harmless, indemnify, and not sue Bloomington Parks and Recreations Department, its employees, agents, officers, directors, affiliates, members, volunteers, and representatives (collectively, "Releasees"), of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether such claim arises before, during, or after participation in any Parks and Recreation program.

I have read and understand all of the foregoing terms. I agree with its terms and sign it voluntarily.

Signature of Participant

Date

**To be completed by Bloomington Parks and Recreation Staff
Renters will receive an invoice for total amount of fees due**

Due with Application:

Application Fee: \$25/non-refundable \$ _____

Permit Fee: \$10/hour \$ _____

Other Fee(s): \$ _____

City of Bloomington Parks and Recreation Department Hourly Park Permit Application **(PARK USE ONLY)**

Date Received: _____ Fees Charged: _____

Permit #: _____

Application Fee Deposited to: 201-18-181000-43310

Permit Hourly Fee Deposited to:

Art/Music/Cultural/Sport/Other: 201-18-189006-41020

Fitness/Wellness/Health: 201-18-181001-41020

Other Fee(s) Deposited to: _____

City of Bloomington contact person: _____

Telephone Number: _____ Fax #: _____

E-mail: _____