



## 2022 BATTERY PARK EVENT APPLICATION

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name/Description of Event: \_\_\_\_\_

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

Event set-up will begin: \_\_\_\_\_ Event clean-up will end: \_\_\_\_\_ **Park closes at 9:00 pm.**

How many people are expected to attend? \_\_\_\_\_ Number of staff/volunteers on site? \_\_\_\_\_

Will there be amplified music or sound? Yes \_\_\_\_\_ No \_\_\_\_\_

Time amplified sound will begin: \_\_\_\_\_ Time amplified sound will end: \_\_\_\_\_

**Amplified Sound at Battery Park is limited to 3 hours.**

Are you requesting use of restrooms? Yes \_\_\_\_\_ No \_\_\_\_\_

**The department requires that you provide 1 port-o-let per every 50 attendees as a supplement to the restrooms. There must be at least one handicap accessible port-o-let.**

Will there be food or beverages being sold or given away at the event? Yes \_\_\_\_\_ No \_\_\_\_\_

**A Certificate of Insurance for \$2 million dollars aggregate, naming the City of Burlington as ADDITIONAL INSURED naming the park and date(s) is always REQUIRED for anyone providing food or beverages whether selling or giving away.**

Organization(s) giving or selling food: \_\_\_\_\_

What arrangements have been made to assure that litter, incidental to the event, will be cleaned up and disposed of?

Any additional requests must be made to the department at least 3 weeks before the event and are subject to review before it can be determined if the request can be accommodated. Additional fees may apply.

## **BATTERY PARK**

Cultural, performing arts and concerts, public speeches and demonstrations, civic ceremonies, fund raising, shows and exhibits. Permit for entertainment must be approved by the Board of Parks and Recreation Commissioners. The amplified sound at events or concerts shall not exceed three (3) consecutive hours in duration. Sound checks or testing shall commence not earlier than ½ hour before the permitted performance schedule. Concerts shall be limited to three (3) per week, not more than one per day, with the week commencing on Saturday at 9:00 a.m. Concerts shall not be scheduled on more than two consecutive days and will commence no earlier than 9:30 a.m. unless specifically authorized by the Board of Parks and Recreation Commission, nor shall they conclude later than 9:00 p.m. The volume level of any concert or event with amplified sound shall not exceed 75 decibels at any time when measured at any place on the exterior perimeter of the park.

## **SMALL EVENT VENDOR/FOOD CONCESSION OR PRIVATE RENTAL**

This category addresses a vendor, food or other concessionaire, an activity booth, contractor working on City property, or a large private rental with a park permit. This insurance is to cover a booth working at the request of a large event producer or private rental. It may be required of a large group renting a park for a private function. Under these circumstances the City requires the following coverage:

## **COVID-19**

Please note that all reservations are subject to current state and local COVID-19 guidelines, giving the Department the right to cancel any reservation that has fallen out of alignment with them. The renter may also cancel at any point in advance leading up to the reserved date. Full refunds will be given for all COVID-19 related cancellations if done prior to the date reserved. All reservations will be subject to staff checks for the duration of the rental period and the staff reserves the right to terminate any gathering where attendees' actions are deemed unsafe by staff. Refunds will not be given in these cases.

## **CERTIFICATE OF INSURANCE**

Commercial General Liability:

Bodily Injury \$1,000,000 each occurrence

\$2,000,000 in aggregate

Property Damage \$1,000,000 each occurrence

\$2,000,000 in aggregate

Automobile Liability (If automobiles involved)

Combined Single Limit \$1,000,000 each accident

Workers Compensation and Employers' Liability Insurance.

Coupled with the coverage the City also requires that the Certificate of Liability

Insurance name the City of Burlington as Additionally Insured and marked as such.

**The Certificate must be date and location specific as well.**

**CANCELLATION POLICY:** Refunds are not given due to inclement weather or if you do not show up. If you wish to cancel and do so more than 30 days before the date of your event, there will be a refund minus the \$25.00 permit fee. Within the 30 day limit before your event date, fees are forfeited.

**The signee expressly undertakes and agrees to hold harmless, indemnify and defend the CITY, its officials, commissioners, employees, agents, and their successors and assigns, individually and collectively from and against all liability for any fines, claims, suits, liens, demands, actions or cause of action of any kind and nature for personal injury, death or property damage in any way arising out of or resulting from any activity or operation on CITY property, and further agrees to pay all expenses in defending against any such claims made against the CITY to include attorney's fees. The Scope, amount and coverage of this indemnification is limited to the scope, amount and coverage provided by insurance above.**

Signature of Applicant: \_\_\_\_\_

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