



Memorial Park Conservancy

7575 North Picnic Lane
 Houston, Texas 77007
 Phone: 713.863.8403
 memorialparkconservancy.org

FOR OFFICE USE ONLY

Group Exercise Permit Application

This vendor agreement is entered into by and between Memorial Park Conservancy, Inc. ("MPC") of 7575 N. Picnic Loop, Houston, TX 77007, and "Renter", detailed below.

Application Fee:	\$50
User Fee	10% Gross Revenue

Class Name:				
Start/End Dates:		Class Time:		End Time (not to exceed 3 hrs.):
Recurrence Pattern:	<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday			
Duration:	<input type="checkbox"/> One Month <input type="checkbox"/> Three Months <input type="checkbox"/> Six Months <input type="checkbox"/> Nine Months <input type="checkbox"/> One Year			
Class Type:	<input type="checkbox"/> Boot Camp <input type="checkbox"/> Running Club <input type="checkbox"/> Yoga/Pilates/Tai Chi <input type="checkbox"/> Other: _____			
Preferred Location:	<input type="checkbox"/> North Area # _____ <input type="checkbox"/> Picnic Loop Area # _____ <input type="checkbox"/> Other: _____			
Applicant Name/Primary Contact: _____ Company / Agency / Sponsor: _____ Organization Type: <input type="checkbox"/> For Profit/Commercial <input type="checkbox"/> Non-Profit Phone: _____ Cell/Other: _____ Email: _____				
Onsite Contact:	Name: _____ Cell: _____			
Will you use any of the following?	<input type="checkbox"/> Amplified Sound/PA System (<i>permit from City of Houston is required</i>) <input type="checkbox"/> Exercise Equipment (specify): _____			
Expected Attendance:				

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Estimated Revenues:	\$ _____ per person per (circle) Day/week/other: _____ Total estimated gross revenues: \$ _____ per week/month/other: _____
Preferred Payment Schedule:	<input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> End of Duration (see duration above)
Clean Up:	Provider: _____
Social Media:	Facebook.com/ _____ Instagram.com/ _____ Twitter.com/ _____ Hashtags: _____

Terms and Conditions:

- Any amplified sound must be reported on the original application. Any sound over 68 decibels requires a noise and sound level regulation permit from the City of Houston. Permits must be obtained through The Houston Permitting Center or at <http://houstonpermittingcenter.org/>. Permit must be submitted to MPC no later than 7 days prior to each event.
- **Park fees: Quarterly User Fees are due to MPC 15 days after the end of the quarter (June 15, Sept 15, Dec 15, and Mar 15) unless otherwise agreed upon. Monthly User Fees are due to MPC 15 days after the end of the month along with a financial statement for permitted activities. Duration End User Fees are due to MPC 15 days after the end of the duration along with a financial statement for permitted activities. A \$20 late fee will be applied every day at 8 am, starting on the 16th, if report and fees have not been given to MPC. If a renter is more than 14 days late, MPC observes the right to revoke the permit and retain all fees collected.**
 - A report of revenue is due with fees. It should detail all earned income during the pay period (3-month quarters beginning June 1, monthly, or for the duration).
 - MPC can accept all major credit cards or checks made out to Memorial Park Conservancy, Inc.
- **Insurance:** The applicant and/or sponsoring organization and class participants shall indemnify and hold harmless the City of Houston, the Houston Parks and Recreation Department and the Memorial Park Conservancy, their agents and employees, against any and all damages, claims or liability due to personal injury or death, or damages to the property of others, arising out of use of Memorial Park. A Commercial General Liability insurance must be maintained in full force during this agreement against claims for bodily injury or death and property damage occurring in or upon or resulting from the Park, affording immediate protection to the limits of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate and including advertising injury and personal injury. Memorial Park Conservancy and the City of Houston must be named as additional insured on the policy. The policy must contain an endorsement waiving any claim or right of subrogation against Memorial Park Conservancy and the City of Houston.
- Renter may request a park location, but it will be at the discretion of MPC to approve it based on parking, noise, and park user considerations.
- Class enrollment cannot exceed 50 participants; parking plan must accommodate the class capacity.

- Renter agrees to display the provided permit identifier at all times while operating in the park. If the permit identifier is lost, damaged, or stolen, Renter is responsible for reporting it to MPC, and paying to replace it.
- Renter understands that the agreement will stand for 1 year if both parties are in compliance with the terms. **A new application must be submitted and signed every year.**
- Permit holder has read and understands all general park rules, available at memorialparkconservancy.org.
- It is understood and agreed that should the renter fail to adhere to all rules, policies, and conform to the proper use of park property, MPC may, at its discretion, terminate this agreement and require the renting parties to vacate the premises, forfeiting any and all fees and monies.

General Park Rules

Permit holder is required to be on site during the entire event and will be held responsible for conveying park rules to event guests. The permit holder agrees to abide by the following rules and regulations:

1. All efforts must be made to avoid negatively impacting the park or other park users in any way.
2. All events must take place within standard park operating hours and adhere to the City of Houston noise ordinance. MPC staff are authorized to lower sound if deemed too loud.
 - a. Memorial Park Hours: 6 am – 11 pm, 365 days a year.
 - b. Picnic Loop Hours: M-F 9 am – 7 pm, S-Su 6:30 am – 8:30 pm
3. The sale and/or marketing of goods or services are not permitted. Film is permitted with a photography or film permit.
4. Launching, landing, or operating an unmanned aerial vehicle within the boundaries of Memorial Park is prohibited. All aerial photography is prohibited.
5. All items, equipment and trash must be promptly cleared at the end of the event. Renter assumes all responsibility in cleaning the event area and dispersing the crowd by the end of the event.
6. No attaching anything to the exterior or interior of any park property which will cause permanent changes or alterations.
 - a. No tape, nails or staples can be used on anything within the park, including trees.
7. Admission or gate fees may not be charged without permission from MPC.
8. Use of any restrooms will be non-exclusive.
9. Parking or driving is not allowed in any way outside of authorized parking areas. Vehicles are not permitted on grass.
10. Memorial Park strictly adheres to the City of Houston Smoking Ordinance and is smoke-free.
11. Volleyball court rentals do not include a net. Renter must provide a net.
12. Grills are available for use on-site, and personal charcoal grills are allowed (unless a burn ban is in effect). Fires may only be built for the purpose of food preparation and must be contained in grill. Use of propane requires a permit from the fire marshal.
13. Renter may not distribute alcohol or food beyond their invited guests. Glass containers are prohibited.
14. For the comfort of other park users, generators are not allowed.
15. Use of the following is not allowed without proof of additional permitting or insurance and may require a deposit. A copy of required permits and insurance must be provided to MPC at least 14 days prior to the event.
 - a. Propane, amplified sound equipment, any structures, and distribution of food or alcohol will require a permit from the City of Houston.
 - b. Canopy/tent exceeding 800 square feet, portable stage, portable toilets, and any event exceeding 250 guests will require advance proof of insurance.
 - c. Onsite cooking or service from a commercial vendor will require advance proof of health certificate.

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16. To ensure the health of the park ecology and the safety of other park users, the following activities are prohibited:
 - a. Water activities such as dunking booths or 'slip and slides', water balloons, petting zoos or non-domestic animals, moonwalks or other inflatables.
 - b. Candles, rice, confetti, flower petals, smoke/fog machines, silly string, birdseed, potpourri, glitter or any substance of that nature.
17. MPC reserves the right to require at its discretion or as required by law, additional security and/or off-duty Houston Police Officers at the Renter's expense.
18. No structures, including tents and canopies that exceed 10'x20' or of any size that advertise a commercial product of any kind, may be erected on park grounds without the permission of MPC.
19. No gambling of any kind is permitted.
20. Events that practice discrimination based on race, creed, color, sex, gender, national origin, age or condition of handicap are not permitted. MPC reserves the right to deny any event, activity or equipment in its sole and absolute discretion.

Additional Required Documents: Please include the following items with your application before sending to **Visitor Services Coordinator** at reservations@memorialparkconservancy.org or mailing to 7575 N Picnic Lane, Houston, TX 77007:

- Copy of your *participant waiver*
- Copy of *general liability insurance*
- Proof of *First Aid Certification* -for all instructors
- Copy of any applicable *Instructor Certifications* -for all instructors

I/We have read and understood this agreement and the policies it contains. I /We understand that if I/We or any of the guests or vendors at the event does not comply with this agreement and applicable park rules the event may be immediately terminated by MPC, in its sole discretion, and all deposits retained by MPC. I/We understand and agree that, in addition, I/We will be responsible and liable to MPC for any costs exceeding the amount of the retained deposit.

I hereby certify that the above information is complete and correct and agree to all requirements set forth. I agree that I am responsible for any and all damage done to park property by me or by my class participants. I agree to operate under all rules and regulations of park use as established by the City of Houston and the Memorial Park Conservancy.

Renter(s) Name: _____

Renter(s) Signature: _____

Date: _____

MPC Signature: _____

Date: _____