



memorialparkconservancy.org
 7575 N Picnic Lane
 Houston, TX 77007
 Phone: 713.863.8403

DISCLAIMER: Due to safety measures required by the COVID-19 pandemic, MPC reserves the right to deny any fitness groups within the Park.

Group Exercise Permit Application

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

Application Fee:	\$50
User Fee:	10% Gross Revenue
Eastern Glades Rentals:	\$50 per hour

Applicant Name/Primary Contact: _____

Company / Agency / Sponsor: _____

Organization Type: For Profit/Commercial Non-Profit Free Public Offering

Daytime Phone (required): _____ **Cell Phone (required):** _____

Email: _____

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 (Trial Period) <input type="checkbox"/> Three Months <input type="checkbox"/> Other: _____		
Instruction Type:	<input type="checkbox"/> Boot Camp <input type="checkbox"/> Paid Running Club <input type="checkbox"/> Yoga/Pilates/Tai Chi <input type="checkbox"/> Zumba/Dance Class <input type="checkbox"/> Other: _____		
Preferred Location:	Read below for more information on the activity permitted in each location. <input type="checkbox"/> Zone A: Volleyball Court Lawn <input type="checkbox"/> Zone E: Memorial Groves Lawn <input type="checkbox"/> Zone B: Vale-Asche Playground Lawn <input type="checkbox"/> Zone F: Lawn West of Timing Track <input type="checkbox"/> Zone C: Eastern Glades (Additional fees apply) <input type="checkbox"/> Zone G: Lawn west of Tennis Center <input type="checkbox"/> Zone D: Picnic Loop		
Onsite Contact:	Name: _____	Cell: _____	
Will you use any of the following:	<input type="checkbox"/> Amplified Sound/PA System (permit from City of Houston is required) <input type="checkbox"/> Exercise Equipment (specify): _____ _____ _____		

Expected Attendance:		
Estimated Revenues:	\$ _____ per person per (circle) day/week/other: _____ Total estimated gross revenues: \$ _____ per week/month/other	
Payment Plan:	<input type="checkbox"/> Monthly <input type="checkbox"/> One time event	
Website:		
Social Media:	Facebook.com/ _____	Instagram: _____
	Twitter.com/ _____	Hashtags: _____

Available Group Fitness Locations:

Locations:	Fitness Activity Permitted (If class not listed, please inquire.)
Zone A: Volleyball Court Lawn	Boot Camp, Yoga, Tai Chi, HIIT
Zone B: Vale-Asche Playground Lawn	Boot Camp, Yoga, HIIT, (No Amplified Sound)
Zone C: Eastern Glades *Pavilions, Terraces & Event Lawn rentals required	Yoga, Tai Chi, Zumba*, HIIT*
Zone D: Picnic Loop	Boot Camp, Yoga, Tai Chi, Zumba, HIIT
Zone E: Artillery Woods Lawn	Boot Camp, Yoga, Tai Chi, HIIT
Zone F: Lawn West of Timing Track	Boot Camp, Yoga, HIIT
Zone G: Lawn west of Tennis Center	Boot Camp, Yoga, HIIT

*Pavilions, Terraces & Event Lawn rentals \$50/hour. Minimum 2-hour rental required. Rentals available Monday - Friday from 6 am – 11 am.

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 Participant Waiver
- Copy of General Liability Insurance
- Proof of First Aid Certification – *for all instructors*
- Copy of any applicable Instructor Certifications – *for all instructors*
- COVID-19 Safety Procedures

Terms and Conditions:

1. **Amplified Sound:** 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 Permitting Center. Permits must be obtained through the Houston Permitting Center. Visit <https://www.houstonpermtingcenter.org> for more information. Permit must be submitted to the Conservancy at least 7 days prior to each event. Please note amplified sound is not permitted in all areas.
2. **User Fees:** User fees along with a financial statement of permitted activities are due to the Conservancy 7 business days after the end of each month unless otherwise agreed upon. A report of revenue is due with fees. The report should detail all earned income during the permit period.

A \$25.00 late fee will be applied daily at 8 am if report and fees have not been provided to the Conservancy by the end of the seventh business day. If a Permit Holder is more than 14 days late, the Conservancy reserves the right to revoke the permit and retain all fees collected. The Conservancy can accept all major credit cards or checks made out to Memorial Park Conservancy.

- 3. Waivers:** A copy of the participant waiver is due with the application and fees. The following language must be included on participant waivers:
The applicant and/or sponsoring organization and class participants shall indemnify and hold harmless the City of Houston 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 the use of Memorial Park.
- 4. Insurance:** Commercial General Liability insurance must be fully maintained 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.
- 5. Location:** Permit Holder may request a Park location, but it will be at the discretion of the Conservancy to approve it based on parking, noise, and Park user considerations.
- 6. Class Enrollment:** While the Conservancy's COVID-19 pandemic procedures are in place, class enrollment may not exceed 15 participants excluding instructor. Upon resuming normal operations, class enrollment may not exceed 50 participants. Parking plan must accommodate the class capacity. Instructors are responsible for notifying class participants of free and paid parking areas.
- 7. Permit Identifier:** Permit Holder agrees to display the provided permit identifier at all times while operating in the Park. If the permit identifier is lost, damaged, or stolen, Permit Holder is responsible for reporting it to the Conservancy, and paying any and all fees to replace it.
- 8. Agreement Duration:** Permit Holder understands that the agreement will stand for whichever is longer, 7 days after the end of duration or until all payments are received. If Permit holder is in compliance with the terms, a new application and application fee may be submitted to renew agreement.
- 9. General Park Rules:** Permit Holder has read and understands all General Park Rules, available at <https://www.memorialparkconservancy.org/visit/general-park-info/>.
- 10. Termination:** It is understood and agreed that should the Permit Holder or class participants fail to adhere to all rules, policies, and conform to the proper use of Park property, the Conservancy may, at its discretion, terminate this agreement and require the Permit Holder and class participants to vacate the premises, forfeiting any and all fees and monies.

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 class participants does not comply with this agreement and applicable Park rules, the agreement may be terminated by the Conservancy, in its sole discretion, and all deposits retained by the Conservancy. I/We understand and agree that, in addition I/We will be

responsible and liable to the Conservancy for any costs exceeding the amount of the retained application fee.

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 my class participants. I/We agree to operate under all rules and regulations of Park use as established by the City of Houston and the Memorial Park Conservancy.

Permit Holder(s) Name: _____ **Date:** _____

Permit Holder(s) Signature: _____

Conservancy Signature: _____ **Date:** _____

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: 5 am – 11 pm, 365 days a year
 - b. Eastern Glades Hours: 6 am – 10 pm, 365 days a year
3. The sale and/or marketing of goods or services is not permitted. Film is permitted with a commercial 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. A photography permit is needed in the Park for any commercial, professional, or university-level photo or film shoot.
5. All items, equipment and trash must be promptly cleared at the end of the event. Oversized that do not fit in trash receptacles will need to be removed from the grounds by the Renter. Excess trash bags need to be placed in designated areas. Renter assumes all responsibility in cleaning the event area and dispersing the crowd promptly at the end of the allotted reservation time.
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 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. Grills are available for use on-site. Fires may only be built for the purpose of food preparation and must be contained in a grill. Personal charcoal grills are not allowed at Eastern Glades.
12. Renter may not distribute alcohol or food beyond their invited guests. No glass containers may be used.
13. For the comfort of other park users, generators are not allowed.
14. 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.

15. Balloons are not allowed in Memorial Park due to the threat they pose to wildlife. Balloons and balloon fragments - more so than other trash materials - end up in the natural areas of the park and make their way to our waterways, including Hines Lake, the park streams, Buffalo Bayou, and ultimately Galveston Bay.

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 10x20 feet 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.