



MT. HELIX PARK FOUNDATION

MT. HELIX PARK USE APPLICATION AND AGREEMENT

(Revised August 2012)

Applicant (individual or organization): _____ (“Applicant”)

Contact information:

Name of contact person: _____

Address: _____

Phone: Home - _____ Business - _____ Cell - _____

Email: _____

Name/type of Event: _____ (“Event”) Requested date: _____

Requested duration of Park use (including setup and cleanup): from _____ to _____

Area of Park use:

Cross____; Amphitheatre____; Stage____; Upper Parking Lot____; Lower Parking Lot(s) ____;

Other (specify) _____

Anticipated Attendance: _____

Do you plan to serve or have available: ____ food; ____ non-alcoholic beverages; ____ alcoholic beverages (limited to beer and wine)? *(If so, you must execute a separate “Food and Beverage Agreement (No Alcohol)” or a “Food and Beverage Agreement (Including Alcohol).”*

Catering services are not provided by or through the Foundation.)

* * * * *

State your needs, if any, for electrical power at the Event: _____

FEES TO BE PAID

(To determine the nature and amount of fees, please refer
to document "Mt. Helix Park Wedding Packages and Service Fees")

Administration fee (Package Amount): _____

Overtime Rate per ½ hour will be: _____

Security deposit: _____

* * * * *

ADDITIONAL INFORMATION

I. Signage. Do you plan to erect or install signs or banners in the Park or in the vicinity of Mt. Helix
either before or during your Event? _____ If so, please describe in detail:

2. Structures. Do you plan to erect any structures (such as awnings, tents, arch, or temporary fencing) on
Park property in conjunction with your Event? _____ If so, please describe in detail:

3. Animals. Do you plan to use or allow animals (such as doves or pets) at your Event? _____ If so,
please describe in detail:

4. Sound. Do you plan to amplify sound for your Event? _____ If so, please specify what type(s) of sound you intend to amplify and describe in detail the equipment to be used:

5. Parking. Do you intend to have attendees at your Event park in the lower parking lot(s)? _____ If so, and you are not retaining parking personnel through the Foundation, describe in detail your plan for handling parking logistics:

6. Shuttles. Do you plan to transport attendees up and down the mountain for your Event? _____ If so, and you are not hiring shuttles through the Foundation, describe in detail your shuttle plan, including whether you will be using private or commercial vehicles, the name of the shuttle company (if any) you plan to retain, and the number and type of vehicles you anticipate using or retaining:

7. Restrooms. Do you plan or are you required to provide portable restrooms for your Event? _____ If so, and you are not arranging restroom rental through the Foundation, state the name of the company that will provide those restroom facilities, the number of restrooms that will be provided, and the planned location(s) of such restroom(s):

8. Environment. Applicants are required to remove all Event-related litter from the Park, the parking lot(s), and along Mt. Helix Drive and Vivera Drive at the conclusion of the Event. Although a refundable deposit is required to ensure that this is done in a timely manner, describe your plans for collecting and removing all Event-related litter:

9. Security. Do you plan or are you required to provide security personnel for your Event? ____ If so, and you are not retaining security personnel through the Foundation, describe in detail your plan for providing security personnel for the Event, including the number and qualifications of such personnel

10. Insurance. Do you plan or are you required to obtain liability insurance or to provide proof of liability insurance for the benefit of the Foundation, its directors, officers, employees, and agents in connection with your Event? ____ If so, state the name, address, and telephone number of your current or proposed insurance company and its local agent, plus the limits of liability.

(NOTE: No later than 14 days prior to the Event, Applicant may be required to provide a Certificate of Insurance evidencing the limits of coverage and that the named insureds include the Foundation, its directors, officers, employees, and agents.)

11. Inclement Weather. Do you understand that Mt. Helix Park is an outdoor venue, and that therefore the Event is subject to being adversely affected by wind, rain, high humidity, heat, and cold, among other things? ____ Should adverse outdoor conditions prevail, describe what alternative plans you have, if any, for conducting the Event:

* * * * *

AGREEMENT

Applicant warrants that all of the above information is true and correct.

Applicant has been provided with, has read, understands, and agrees to abide by all of the “Rules and Regulations for Permitted Events at Mt. Helix Park” (“Rules and Regulations”).

Along with this Application, Applicant is tendering a **NONREFUNDABLE** deposit in the amount of _____. Applicant understands and agrees that, should the Event be curtailed, postponed, or canceled for any reason (including but not limited to inclement weather) other than a reason solely attributable to Foundation, this deposit will not be returned to Applicant, nor will Foundation be responsible for a refund of **any other fees** paid by Applicant for goods or services already performed, provided, or irrevocably contracted for. **Initial** _____

Along with this Application, Applicant is also tendering a **refundable** Security Deposit in the amount of _____. Applicant understands and agrees that, should Applicant fail to remove all Event-related litter and repair all Event-related damage pursuant to the provisions of the Rules and Regulations, all or a part of that Security Deposit will be used by Foundation for litter removal and/or damage repair, and that Applicant may be liable for payment of additional amounts should the Security Deposit be insufficient to pay such costs. **Initial** _____

Applicant agrees to indemnify, defend, and hold harmless the Foundation, its directors, officers, employees, and agents from and against all loss or expense (including costs and attorneys’ fees) by reason of liability for damages resulting from bodily injury, including death, and damage to or destruction of real or personal property, arising out of or in consequence of conduct by Applicant (including, if an organization, its directors, officers, and employees), Applicant’s agents and contractors, and any attendee at Applicant’s Event. **Initial** _____

Applicant agrees to make any changes regarding time and/or scheduling of services a minimum of 72 hours, during working days (Monday-Friday) prior to event date and time. Any additional time and/or changes made to time closer than 72 hours prior to event date and time will be reflected in final billing as “overtime”. Example would be changing event time from 12:00pm-3:00pm to 1:00pm-4:00pm, 24 hours before event date and time would result in an overtime of 1 hour. **Initial** _____

SO AGREED, in consideration of being granted a Park Use Permit for Applicant’s Event.

Signature of Applicant or Applicant’s Agent

Date: _____

Print Name of Applicant or Applicant’s Agent

Title (if applicable): _____