

Permit Application & Agreement
Special Use/ Large Group/ Shelter and Park Facilities
Town of Lyons Department of Parks, Recreation & Cultural Events

Application Date: _____

PLEASE DO NOT LEAVE ANY BLANKS (MARK N/A AS APPROPRIATE). Detailed Answers will assist in expediting the processing of applications.

A. Fill in the blanks

Name of Event: _____

Date(s) of Activity, Event or Program: _____

Time(s) of Activity, Event or Program (include start and end time of event): _____

Applicant: Organization Name: _____

E-mail: _____

Applicant Name: _____ Phone: _____

Applicant Mailing Address: _____

Applicant over 18 years of age: yes no

Co-Applicant Name: _____ Phone: _____

Co-Applicant Mailing Address: _____

Applicant over 18 years of age: yes no

Responsible Party for Day of Event: Name: _____

Mobile Phone Number: _____

Number of Attendees _____

Number of Participants: _____ Entry fee per Participant: _____

Number of Vendors: _____ Number of Spectators: _____

*****Application Fees- cash or check is required at the time of submittal.**

\$50.00 Special Use Application Fee
\$15.00 Shelter Permit Application Fee
\$15.00 Large Group Application Fee

For assistance in completing the application please contact the Lyons Department of Parks, Recreation & Cultural Events at 303-823-8250 if needed.

Name of Park Facility/Shelter for reservation/permit: _____

Name, Type, Purpose of Activity, Event or Program (describe in detail the proposed use and activity for the park facility/shelter): _____

B. Vicinity Map/Site Plan

Attach a vicinity map and site plan for each event application.

****List all of the parks, trails, open space, roadways, bridges and other Town property proposed for use at the event.**

C. Parking/Traffic Flow

1. Name(s) authorized personnel to direct traffic: _____

2. Are you planning to park on-site? _____ If yes, Where do you plan to park? Inculde a detailed number of vehicles you expect? How Do you intend to park them (i.e. parking plan)? _____

3. Are you planning to park off-site? _____ If yes, Where will you be parking? How will you be moving people to the event site? _____

4. Number of Parking Spaces Required: _____

5. Number of Parking Spaces Provided: _____

****Be sure to indicate number of parking spaces and the locations of the following: parking areas, traffic flow, personnel directing traffic, and traffic signage on the site plan.****

D. Security/Law Enforcement

Describe the plan for communications to be used in the event of an emergency [i.e. radio (what channels), cell phones, etc.]: _____

1. Will your event involve multiple Law Enforcement Agencies? (list): _____

2. Do you anticipate utilizing uniform deputy services from ground security or traffic direction? If so, from which department/ office (list)? _____

3. Will a private security company be used? _____
4. How will the security personnel be identified? _____
5. Will your event interrupt the normal traffic flow on any roadway? _____
6. Will your event seek to obtain authorization to park vehicles on any roadway? _____

7. Is there any possibility that your event could need the services of the Boulder County Sheriffs Department or the Boulder County Water Rescue Team, Lyons Fire Department? (List & Explain):

***Be sure to indicate locations of security personnel on the site plan. ***

E. Emergency Medical Care

1. Describe Emergency Medical Services arrangements/plan: _____

2. Indicate routes for EMS and Fire Crew access: _____

***Be sure to indicate locations of first aid and emergency services on the site plan. ***

F. Water

Indicate if participants/vendors are providing their own drinking water: _____

If providing water for your participants, describe water source and method of distribution:

***Be sure to indicate locations of water stations on the site plan if applicable. ***

G. Sanitation

1. Are you planning to use Town Restroom Facilities? If so, describe: _____

- Number of Port O Lets that you will be providing: _____
2. Describe disposal plan: _____

3. Drop off/ Pick Up Times: _____

***Be sure to indicate location and number of sanitation facilities on the site plan. ***

H. Food Service

Describe all food services planned for this event and list all vendors: _____

Be sure to indicate locations of all food service booths on the site plan.

I. Alcohol

** Please refer to #10 in the Rules and Regulations.

J. Utilities

1. Describe utilities required for this event: _____

2. Will this event require a sound system/amplification?: _____ If yes, describe system to be used: _____

Be sure to indicate all electrical sources and lighting locations on the site plan and attach cut sheets of proposed lighting if appropriate.

K. Trash Collection/Removal

1. Number of trash receptacles to be provided: _____ Type: _____

2. Will your event have dumpsters on site?: _____

3. Will your event use Town park trash receptacles?: _____

4. Describe trash removal plan/schedule: _____

5.. Describe plan to remove hot coals and grease: _____

Be sure to indicate location of all trash receptacles on the site plan.

L. Temporary Road Closure

1. List all roads that may be impacted by your event: _____

How?: _____

2. List the roads that will qualify for a temporary road closure to ensure the health, safety, and welfare of the public or the participants of this event: _____

Be sure to indicate location of all temporary road closures on the vicinity map and/or site plan.

M. Signage

Identify any needed signage and make arrangements with Town Staff for placement _____

Be sure to indicate location of signs on the vicinity map and/or site plan.

N. Please list any other special requirements or potential impacts that this event may incur _____

CONDITIONS OF APPROVAL:

Permit Fee – The applicant may be required to pay a non-refundable permit fee in an amount not-to-exceed one thousand five hundred dollars (\$1500.00). The Lyons Department of Parks, Recreation, & Cultural Events shall conduct a final review of the subject application, additional charges maybe added based upon its consideration of the following criteria:

- Number of participants/ attendees
 - Duration of the Special Use
 - Geographic extent of the event on Town facilities
 - Impacts of the proposed event on Town facilities/ Actual costs of the event to the Town (i.e. labor costs, utilities, etc.)
 - Application Deadlines
 - Damage to Property
 - Amount of processing time required by the Town of Lyons for the event
 - Direct benefit(s) of the event to Town of Lyons residents
- a) Whether the event provides an economic infusion into the Town of Lyons;
b) Whether the event is a fundraiser for a Town of Lyons-based non-profit organization; and
c) Whether the Special Use Participants are comprised mostly of local community members.
- Requests and recommendation letters may be included with the application for consideration as to how the proposed event meets the above criteria.

AGREEMENT

THIS AGREEMENT is made between the TOWN OF LYONS, a municipal corporation of the State of Colorado, 432 Fifth Ave., Lyons, Colorado 80540 (“Town”) and _____ (“User”), for the purpose of obtaining short-term use of the PARK FACILITY/SHELTER, as described and provided for in the Agreement. This Agreement is effective following proper execution by the User and on the date of execution by the Town as indicated below.

1. AGREEMENT TO LEASE AND RENT. The Town hereby agrees to lease and rent the Park Facility/Shelter to the User for the Activity, Event or Program during the date and time provided above and User agrees to strictly conform to the terms and conditions of this Agreement, and those set forth in the “Lyons Park Facility/Shelter Rules and Regulations.” Failure of the User to fully and timely comply with the terms and conditions of this Agreement and the “Lyons Park Facility/Shelter Rules and Regulations” shall release the Town from any obligation to provide the Park Facility/Shelter to the User as provided in this Agreement.

2. RENTAL FEE. A non-refundable rental fee of \$_____ shall be paid to the Town prior to the Town’s execution of this Agreement. The rental fee is intended to cover reasonable administrative costs of the Town in providing the rental and lease of the Park Facility.

3. DEPOSIT FOR DAMAGES AND CLEAN-UP. The User shall pay to the Town prior to the Town’s execution of this Agreement a deposit in the amount of \$_____. At the sole discretion of the Town, payment of the damage deposit may be required in the form of certified funds or other guaranteed funds. Such damage deposit shall be refunded in full in the event the Town receives written notice of cancellation of the event at least thirty (30) days prior to the scheduled date of the event.

4. PARK FACILITY/SHELTER DIAGRAM. The Town may require the User to provide a diagram indicating the proposed physical layout and use of the facility/shelter. The Town shall have authority to approve, disapprove, or modify the physical layout of the event. Once approved by the Town, the diagram shall be incorporated into this Agreement as a representation of the permitted use of the facility/shelter for the event.

5. CONFORMANCE WITH TOWN ORDINANCES, RULES AND REGULATIONS. The User shall conduct the Event in accordance with Town ordinances, rules and regulations of the Lyons Department of Parks, Recreation, and Cultural Events.

6. USER’S OBLIGATION TO SUPERVISE EVENT. The User shall use every effort to supervise the Activity, Event or Program and ensure conformance with the requirements of this Agreement in the conduct of the Event. The User understands that failure to conduct the Activity, Event or Program in strict accordance with this Agreement will constitute breach of the Agreement and the Town may immediately terminate the Activity, Event or Program for such failure. The User shall be in attendance at all times during the Activity, Event or Program.

7. ADDITIONAL SERVICES OR ACCOMMODATIONS. The Town may, at its discretion, require that the User provide for other services or accommodations reasonably necessary to serve the Activity, Event or Program, including but not limited to parking attendants, trash removal and cleaning services, portable restrooms, temporary fencing and signage, or additional trash dumpsters or containers. In the event the Town requires the User to provide such additional services or accommodations as part of this Agreement, such requirements shall be stated in an addendum to this

Agreement acknowledged by the Town and the User and such addendum shall be incorporated into this Agreement.

8. ATTENDANCE. The Town reserves the right to limit the number of persons in attendance at the Activity, Event or Program to the number specified by the User in this Agreement.

9. NO EXCLUSIVE USE. This Agreement does not grant sole and exclusive use of all or any park of the facility/shelter to the User. Unless expressly provided by this Agreement, the Facility shall remain open to the public during the facility/shelter's normal operating hours. The Activity, Event or Program shall not interfere or impede the general public's use and enjoyment of the facility/shelter.

10. LIABILITY AND INDEMNIFICATION. The User shall neither hold nor attempt to hold the Town liable for and will hold harmless and indemnify the Town from and against any and all demands, claims, causes of action or judgments, and any and all expenses (including without limitation, attorney's fees and costs) incurred by the Town in investigating and resisting the same arising from any injury or damage to the property of the User, any other purpose whatsoever, where the injury or damage is caused by the negligence or misconduct of the User, its agents servants, employees, guests or any other person on or where such injuries are the result of the violation of law, ordinances, governmental orders of any kind, or of any provision of this Agreement.

11. INSURANCE. User shall provide insurance coverage for the Activity, Event or Program as provided below:

- No insurance is required by the Agreement. The User is encouraged, however, to secure insurance against loss resulting from the Activity, Event or Program including loss resulting from damage to the Facility/Shelter during the Activity, Event or Program. The User's failure to secure adequate insurance to protect against loss or damage shall not limit, preclude or prevent the Town from holding the User liable for loss or damage resulting from the Activity, Event or Program or from breach of this Agreement.
- Prior to the Town's execution of this Agreement, the User shall provide to the Town evidence of liability and property damage coverage and insurance applicable to the Event in the minimum amount of \$_____. Certificate is to read as follows with this **exact** language: **ADDITIONALLY INSURED, TOWN OF LYONS, its OFFICERS, OFFICIALS AND EMPLOYEES.**

12. CLEAN-UP OF FACILITY/SHELTER. The User shall restore the Facility/Shelter to the same condition as that existing prior to the Activity, Event or Program and shall clean the facility/shelter of all litter, trash, debris, and shall remove all User's equipment used in conjunction with the Activity, Event or Program. In the event the User fails to adequately clean the facility/shelter or remove all equipment, the Town shall retain the damage deposit. In the event the costs to clean the facility/shelter exceed the amount of the damage deposit, the User shall pay to the Town such additional amounts. Failure to pay such costs within ten days of the date of the written notification of the amount due shall constitute a breach of this Agreement.

13. DAMAGES TO THE PARK FACILITY/SHELTER. In the event any damage occurs to the park facility or shelter during the activity, event or program (including the time before and after to set-up and break down of the event), the actual costs of repair, replacement or remedy of such damage shall be deducted from the User's damage deposit. In the event such costs exceed the amount of the damage deposit, the User shall pay the Town such additional amounts due. Failure to pay such costs within ten days of the date of the written notice of the amount due shall constitute a breach of this Agreement.

14. CONFORMANCE WITH LAWS. Nothing in this Agreement is intended to exempt, waive or otherwise modify the local ordinances and laws of the Town of Lyons.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended to exempt, waive or in any way limit the availability or applicability of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended.

16. NO RESPONSIBILITY FOR PROPERTY. The Town shall not be responsible for loss, theft or damage to property of the User, or agents, guests, customers, invitees, permittees, vendors or suppliers of the User.

17. TERMINATION OF AGREEMENT. This Agreement may be terminated by the Town at any time if the User breaches this Agreement. This Agreement may be unilaterally terminated by the Town or the User upon written notice received by the other party not less than ten days prior to the date of the Activity, Event or Program. In the event the User terminates this Agreement, NO refund of any or part of the fee required by paragraph 2 of this Agreement shall be made by the Town. In the event of termination by the Town for any reason other than breach of the Agreement by the User, the Town shall refund to the User the fee and damage deposit paid by the User.

18. LIMITATION OF TOWN DAMAGES. The Town shall be limited to the amount of the rental fee and damage deposit for breach of this Agreement. Unless otherwise provided by law, the Town shall not pay attorneys fees, or legal costs or expenses resulting from User's enforcement of this Agreement.

19. NO TRANSFER OR ASSIGNMENT. This Agreement shall not be transferred or assigned by the User without the prior written consent of the Town, which may withhold consent for any reason.

20. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth for convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

21. INTEGRATION AND AMENDMENT. This Agreement may be amended only in writing signed by User and the Town. If any other provisions of this Agreement are held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

22. DEFAULT. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damage or both.

23. WAIVER OF BREACH. A waiver by the Town of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the User.

24. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue for an action for the enforcement of this Agreement shall be in appropriate court for Boulder County, Colorado.

USER: _____

Date: _____

CO-USER: _____

Date: _____

CO-USER: _____

Date: _____

TOWN OF LYONS

By: _____

ATTEST:

Town Clerk

PARK FACILITY RULES AND REGULATIONS

1. **Park Permit:** A permit is required for any park activity of 30 or more attendees. Application for the permit must be submitted to The Town of Lyons Department of Parks, Recreation and Cultural Events at least 30 days before the date of the event. All fees and deposits must be paid in full at least 14 days prior to the event. The permit must be in the possession of the group while the site is in use. Permits are non-transferable and non-refundable. The Town of Lyons reserves the right to restrict activities in any park at any given time. Any violation of The Town of Lyons Department of Parks, Recreation and Cultural Events policies, rules, regulations or guidelines may result in immediate revocation of the permit.
2. **Usage Priority:** If a site has been permitted, the permit-holder has priority over other users. However, permits do not grant exclusive use of site or facilities. Permittees shall ensure that the rights and privileges of other visitors are recognized and met.
3. **Insurance:** User shall provide insurance coverage for the Activity, Event or Program as provided below:
 - No insurance is required by the Agreement. The User is encouraged, however, to secure insurance against loss resulting from the Activity, Event or Program including loss resulting from damage to the Facility/Shelter during the Activity, Event or Program. The User's failure to secure adequate insurance to protect against loss or damage shall not limit, preclude or prevent the Town from holding the User liable for loss or damage resulting from the Activity, Event or Program or from breach of this Agreement.
 - Prior to the Town's execution of this Agreement, the User shall provide to the Town evidence of liability and property damage coverage and insurance applicable to the Event in the minimum amount of \$_____. Certificate is to read as follows with this **exact** language: **ADDITIONALLY INSURED, TOWN OF LYONS, its OFFICERS, OFFICIALS AND EMPLOYEES.**
4. **Attendee Conduct:** The permit-holder is responsible for his/her actions and the actions of gathering attendees.
5. **Restroom Facilities:** Sites that include restroom facilities are taken on an "as is" basis; the rental fee is for reservation rights only. Permanent structured restrooms and drinking fountains are closed in the fall through the late spring for winterization.
6. **Daily Park Hours:** Lyons' parks are open for public use from 5 a.m. to 10 p.m. Parks are closed for public use from 10 p.m. to 5 a.m.
7. **Vehicle Access:** Motor vehicles are prohibited on park lawns, turf, restricted roadways, bicycle/pedestrian pathways, creek pathway, athletic fields, and where notice is posted. Roadways and parking areas are clearly marked and established. Driving beyond designated boundaries to load and unload equipment or transport goods is prohibited. Vehicles will be ticketed and towed at the owner's expense. Contact the Parks office or the Park Hosts before your event for special arrangements.
8. **Disposal of Waste Materials:** Trash must be properly disposed of in dumpsters or trash barrels. No trash shall be left outside existing trash containers. Extra trash must be removed from the park facility/shelter upon leaving. In the case of rented dumpsters, they must be removed by the next business day after the reservation. Due to potential damage to vegetation, the sewer system and the river, hot coals and grease must be properly disposed of off-site.

9. **Horse Trailers Prohibited.** The parking and use of horse trailers in all Town Parks is prohibited.
10. **Glass Bottles/Containers:** Glass bottles and containers are prohibited in all parks.
11. **Alcohol Beverages:** No alcohol beverages may be possessed, consumed or provided in any park or park facility, unless the permit holder has been issued a Special Event Permit from the Town of Lyons Liquor Authority and the State Liquor Authority. All provisions of the Colorado Liquor code and local law related to liquor apply to the parks and park facilities.
12. **Amplified Sound:** Amplified sound (i.e.: P.A. system, music) is prohibited unless specifically approved by the Town. Use shall be limited to the specific conditions of approval in the permit.
13. **Canopies and tents:** Canopies and tents may be used upon approval by the Town and may be limited. Structures with side drop panels are prohibited. Staking is prohibited; weights, including water, lead and sand are allowed upon approval.
14. **Signage:** Signs, banners, party decorations, and canopies may not be attached to trees, shelters, light fixtures, or other park structures. Blocking areas, including sidewalks, parking lots, paths, and roadways is prohibited.
15. **Prohibited activities/items:** Prohibited activities/items include, but are not limited to, aircraft, air castles, carnivals, climbing walls, dunk tanks, fireworks, golf, horseback riding, hot air balloons, inflatable games, model boats/airplanes, moon walks, petting zoos, pony rides, search lights. Weapons, including but not limited to such items as knives, firearms, bows and arrows, martial arts weapons, are prohibited, except as permitted at a Town sanctioned event.
16. **Permitted activities:** Permitted activities may vary as deemed appropriate by The Town of Lyons Department of Parks, Recreation and Cultural Events.
17. **Destruction of Property:** It is unlawful for any person, other than authorized personnel, to mark, remove, break, or climb upon or in any way injure, damage or deface the trees, shrubs, plants, turf or any of the buildings, fences, bridges, monuments, fountains, backstops, dugouts, goal posts, or other structures or property within or upon any park, parkway, or other recreational facility.
18. **Responsibility for Damage:** The renter accepts the responsibility to pay any damage repair or any extraordinary cleaning expenses that may occur to the park facility and/or shelter due to the group's use.
19. **Admission:** Charging admission or gate charges for the activity, event or program is prohibited.
20. **Sale of Goods:** Only upon express written approval of the Town of Lyons Department of Parks, Recreation and Cultural Events may goods be sold at an activity or event.
21. **Gambling:** Raffles, gambling, bingo and games where money buys a chance are prohibited.
22. **Grills:** Outside BBQ grills (charcoal, propane, portable fire pits, appliances, etc.) are prohibited. Fires are prohibited. No fire is allowed during a fire ban as established by the Town or the Boulder County Sheriff. Fires and coals in all park grills must be doused and properly disposed of before leaving the site. Use of in park grill is the only permitted use.
23. **Noise violations:** Noise violations will be strictly enforced (amplifiers, stereos, etc.). Violators may be ticketed and fined. Violators may be removed from the park facility by Town staff or the Sheriff's Officer.

24. **Pollution of Waters:** Washing dishes, vehicles or other items in or with water from the river is prohibited. Emptying of waste materials in any manner that pollutes the water is prohibited.
25. **Adult Supervision:** No reservation or permit shall be issued except upon satisfactory assurance that the park facility and/or shelter will be under the direct supervision of an adult (18 years of age or older).
26. **Large Group Permits:** Applications for Large Group Permits (groups of 30 or more attendees) have additional conditions to comply with (detailed in separate form).
27. **Failure to Obey:** Failure to obey park closing times, allowing unruliness by intoxicated members of the group, or harassment of Town staff or volunteers will warrant forfeiture of all reservation deposits.
28. Every attendee shall fully comply with all rules and regulations of the Town of Lyons Department of Parks, Recreation and Cultural Events, and all laws of the Town of Lyons and the State of Colorado.
29. **Damage deposit:** The damage deposit paid by the applicant shall be held by the Town of Lyons until Town Staff is able to inspect the area of the activity, event or program. The permit holder will be notified in writing by mail of any damages resulting from the activity, event or program, and any amounts withheld from the damage deposit to repair such damage (to include removal of trash left).
30. Permits may be immediately suspended, revoked or modified for any reason at the sole discretion of Town staff.

By signing below, I/we hereby acknowledge that I/we have received a copy of the Town of Lyons Department of Parks, Recreation and Cultural Events Rules and Regulations, and that I/we have read and fully understand the content.

I/we release the Town of Lyons from and agree to save and hold harmless, defend and indemnify the Town of Lyons from all claims and damages or liability of any kind that may result from my/our performance of services or use or occupation of the park facility and/or shelter, including claims alleging negligence or other wrongful acts or omissions of the City. I/we agree that neither the Town of Lyons, nor any of its officers, agents, volunteers, assistants, or employees shall be held responsible or made subject to any claims, including any claim for negligence, seeking to assess damages or liability for or arising from personal injury or property damage to self or others in attendance during the use of the park facility and/or shelter. I/we release and agree to save and hold the Town of Lyons harmless for any claims for damages to myself resulting from suspension, revocation or modification of the permit.

Name

Date

Name

Date

Witness – Town Staff

Date

TOWN OF LYONS, CO
DEPARTMENT OF PARKS, RECREATION & CULTURAL EVENTS

\$15.00 Application Fee

SHELTER HOUSE FACILITY USER FEE SCALE & INFORMATION
MEADOW PARK---BOHN PARK

<u>EVENT SIZE</u> (# in attendance)	<u>LYONS RESIDENT</u>	<u>NON-RESIDENT</u>
1-49	\$30.00	\$55.00
50-99	\$40.00	\$90.00
100-149	\$55.00	\$125.00
150-199	\$70.00	\$160.00
Each additional 50 persons	\$25.00	\$50.00

DEPOSIT

A \$100.00 deposit is required for groups of 100 persons in size or less. A \$150.00 deposit is required for groups larger than 100 persons. All deposits are held by the Town of Lyons until the date of the event and all deposits are fully refundable as long as the user(s) has complied with the terms outlined in the Town of Lyons Facilities Rental and Use Agreement and the facility meets post-event inspection standards. Further Charges may be applied depending on actual damage or cleanliness of the facility.

****Please note that the Town of Lyons relies on the user(s) to estimate group size as accurately as possible. The Park Host will also be monitoring group size, among other things, the day of the event. If it is found that the user's estimation of group size was considerably low, a portion of the damage deposit may be withheld to recover the difference. Please provide all information as accurately as possible so that we may serve you better.**