



BUFFALO BAYOU PARK GROUP FITNESS PERMIT APPLICATION

This vendor agreement is entered into by and between Buffalo Bayou Partnership (“BBP”) and “Renter”, detailed below.

Class Name:				
Start Date/End Dates:		Class Time:		Duration:
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			
Range of Recurrence:	<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			
Applicant Name/Primary Contact:				
Company / Agency / Sponsor:				
Address:				
City/State/Zip:				
Phone:				
Cell:				
Email:				
Explanation of Activity:				
Equipment to be used in Park:				
Expected Attendance:				
Clean Up Plan:				

Please submit to permits@buffalobayou.org

FEE SCHEDULE

	Boot Camp	Running Club	Yoga/Pilates/Tai Chi
Park Impact Fee:	\$100/month	\$100/month	\$100/month

PARK REGION: _____

Please list park area desired by name using the [BUFFALO BAYOU GUIDE](#):

**Fitness groups are not allowed at The Wortham Insurance Terrace, Lost Lake, Houston Police Office Memorial, or Johnny Steel Dog Park*

Insurance Requirements:

- Commercial General Liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the facility, 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.
- Buffalo Bayou Partnership 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 Buffalo Bayou Partnership and the City of Houston.

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 BBP no later than 7 days prior to each event.
- Park fees: Monthly User Fees are due to BBP 15 days after the end of the month 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 BBP. If a renter is more than 14 days late, BBP observes the right to revoke the permit and retain all fees collected.
- BBP can accept all major credit cards or checks made out to Buffalo Bayou Park.
- Exercise is only permitted in areas specified on this agreement.
- Class enrollment cannot exceed 50 participants.
- 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 BBP before resuming activity in the park.
- Renter understands that the agreement will stand for 1 month if both parties are in compliance with the terms. A new permit must be obtained and signed every month.
- Permit holder has read and understands all general park rules as stated above.
- 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, BBP 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. BBP staff are authorized to lower sound if deemed too loud.
 - a. Buffalo Bayou Park Hours: 6 am – 11 pm, 365 days a year.
3. The sale and/or marketing of goods or services are not permitted.
4. Launching, landing, or operating an unmanned aerial vehicle within the boundaries of Buffalo Bayou Park requires prior approval by BBP. All aerial photography requires prior approval by BBP. FAA license required.
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. Use of any restrooms will be non-exclusive.
8. Parking or driving is not allowed in any way outside of authorized parking areas. Vehicles are not permitted on grass.
9. Buffalo Bayou Park strictly adheres to the City of Houston Smoking Ordinance and is smoke-free.
10. Renter may not distribute beverages or food beyond their invited guests. Glass containers are prohibited.
11. No structures, including tents and canopies that exceed 10'x10' or of any size that advertise a commercial product of any kind, may be erected on park grounds without the permission of BBP.
12. No staking the ground.
13. Activities that practice discrimination based on race, creed, color, sex, gender, national origin, age or condition of handicap are not permitted. BBP 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 permits@buffalobayou.org:

- Copy of your application
- 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 BBP, in its sole discretion, and all deposits retained by BBP. I/We understand and agree that, in addition, I/We will be responsible and liable to BBP 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 Buffalo Bayou Partnership.

Signature: _____

Date: _____