

BUFFALO BAYOU PARK GROUP FITNESS PERMIT APPLICATION

	Fees
Park Impact:	\$100/month

Class Name:							
Start Date:			Class	s Time:	START TIME:	Duration:	HOURS:
Days Held:	☐ Monday ☐ Thursday ☐ Sunday	□Tue □ Fric		☐ Wednesday ☐ Saturday	Total Instructors & Participants:	INSTRUCTORS:	PARTICIPANTS:
Park Area Requested	Please list park area by name using the <u>BUFFALO BAYOU GUIDE</u> .						
Applicant Name:							
Address:							
City / State / Zip:							
Phone:					Fax:		
Cell / Other:					Email:		
Onsite Contact & Cell (if different from applicant):							

Company / Agency / Sponsor:		
Explanation of Activity:		
Equipment to be used in Park:		
Clean Up Plan:		
Insurance:	Commercial General Liability insurance against claims for bodily injury or death and property damage occurring in our park 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.

sending it 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

Additional Required Documents: Please include the following items with your application before

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.
- 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.
 - b) Tying or attaching anything to trees, fences, benches, tables, etc., is prohibited. Placing stakes in the ground is prohibited.
- 7. Use of any restrooms will be non-exclusive.
- 8. Parking 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 alcohol or food beyond their invited guests. No glass containers may be used.
- 11. 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 BBP at least 14 days prior to the event.
 - a) Onsite cooking or service from a commercial vendor will require advance proof of health certificate.
- 12. To ensure the health of the park ecology and the safety of other park users, the following activities are prohibited:
 - a) Candles, balloons, lanterns, rice, confetti, flower petals, smoke/fog machines, silly string, birdseed, potpourri, glitter, or any substance of that nature. Real flower petals are allowed.
- 13. BBP reserves the right to require at its discretion or as required by law, additional security and/or offduty Houston Police Officers at the Renter's expense.
- 14. 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.
- 15. Events 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.

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:	