

neworleanscitypark.org
1 Palm Drive
New Orleans, LA 70124
Phone: 504.482.4888



COMMERCIAL USE PERMIT APPLICATION

City Park requires a permit for fee-based activities, commercial activity, organized gatherings of over 100 people, and for any event or gathering that makes parkland inaccessible for public use. City Park reserves the right to refuse permit for any reason including activities that could harm park assets, cause overcrowding per use, result in unreasonable wear and tear or disrupt fellow park users.

Please note large events require a unique permit.

Please note that applicant does not have a permit or permission for commercial activities until this Agreement is executed by City Park.

If approved, a Permit will be issued by City Park Conservancy ("City Park") to "Permit Holder", detailed in box below.

Application Fee	\$25
Deposit	\$250 (certain event types may be subject to a higher deposit)
Revenue Share	10% of gross revenue (for revenue generating activities)
Space Rental Fee	Varies

Applicant Name: _____
Company/Agency: _____
Organization Type: ___ For Profit/Commercial ___ Non-Profit ___ Free Public Offering
Cell Phone: _____
Email: _____

Website: _____

Activity Name: _____

Start End Dates: _____

Start End Times: _____

Recurrence Pattern: M/T/W/Th/F/Sa/Su

Duration: ___ One Time ___ One Month ___ Three Months

Activity Type: ___ Vending / Fitness Instruction ___ Education or Other Instruction
___ Tour Groups / Membership ___ Paid Clubs / Organized Sports

Preferred Location (not guaranteed): _____

Expected Attendance: _____

Estimated Revenue: \$_____ per person per day/week/other: _____

Payment Plan: ___ Monthly ___ One-Time Event

Additional Required Documents:

Please include the following items with your application before sending to City Park at permit@nocp.org or mailing to 1 Palm Drive, New Orleans, Louisiana 70124:

- Copy of Participant Waiver for your requested activity
- Copy of General Liability Insurance
- Proof of First Aid Certification – for all instructors if applicable
- Copy of any applicable Instructor Certifications – for all instructors if applicable

Terms and Conditions:

1. **Regulatory:** Permit Holder agrees to abide by all Park rules, and with city, state, and federal laws applicable to activities in the Park. Permit Holder shall pay all applicable fees and will remain in good standing with State of Louisiana Department of Health and Hospitals, and City of New Orleans Bureau of Revenue & Sales Tax and Permitting. Permit Holder is responsible for conveying rules to staff and ensuring compliance.
2. **Fees:** Permit fees along with a financial statement of permitted activities are due to the City Park seven (7) business days after the end of each month or within seven days of event completion for one-time events. A report of revenue is due with fees. The report should detail all earned income during the permit period. If a Permit Holder is more than 14 days late, the City Park reserves the right to revoke the permit and retain all fees collected. The City Park can accept all major credit cards or checks made out to City Park.
Deposit: The refundable deposit is due with the application and all required materials. Deposit will be fully refunded to Permit Holder 30 days after the end of the Agreement less any fees or damages. Permit Holder will be held responsible for payment of all repairs, necessary cleaning, and/or any damages to Park Property, including and exceeding the security deposit amount.
3. **Waivers:** A copy of the participant waiver for permitted activity 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 City Park, their agents, assigns, 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 Park.
4. **Insurance:** Commercial General Liability Coverage in the amount of \$1,000,000 per occurrence is required and must be in effect for the duration of this Agreement. Permit Holder agrees to add New Orleans City Park Improvement Association, City Park Conservancy, PEPCO, Botanical Garden Foundation, City of New Orleans & State of Louisiana as additional insured on the policy. Policy shall include coverage for the following, without limitation: comprehensive liability, premises/operations liability, products/ completed operations liability, contractual liability, broad form property damage, bodily injury, and death. Coverage must include a limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage must be "occurrence based" not "claims made". The policy must contain an endorsement waiving any claim or right of subrogation against City Park.

5. **Location:** Permit Holder may request a Park location, but it will be at the discretion of the City Park to approve it based on parking, noise, and Park user considerations.
6. **Class Enrollment:** Class enrollment for organized instruction may not exceed 50 participants. Parking, trash management and restroom availability must accommodate the class capacity.
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 City Park.
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.
9. **General Park Rules:** Permit Holder has read and understands all General Park Rules.
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 City Park 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.
11. **Amplified Sound:** Any amplified sound must be reported on the original application. Amplification may be prohibited in certain areas of the Park. Any sound over 68 decibels requires a noise and sound level regulation permit from the City. Permit must be submitted to the City Park at least 7 days prior to each event. Please note amplified sound is not permitted in all areas.

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 City Park, in its sole discretion, and all deposits retained by the City Park. I/We understand and agree that, in addition I/We will be responsible and liable to the City Park for any costs exceeding the amount of the retained application fee.

I/We hereby certify that the above information is complete and correct and agree to all requirements set forth. I/We 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 City Park.

Applicant/ Permit Holder(s) Name: _____

Applicant/ Permit Holder(s) Signature: _____ Date: _____

City Park Signature: _____ Date: _____