



COMMERCIAL PARK USE APPLICATION

Submission of this application form is not a guarantee of permit issuance. Once this form is received and reviewed, a City representative will contact you. Any permit based on this application must be used in conjunction with the Commercial Park Use Policy.

APPLICANT INFORMATION:

Name (First, Last): _____ **Submittal Date:** _____

Business/Organization Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

San Marcos Business License ID #: _____

PARK USE INFORMATION:

Park Site Requested (please check all that apply):

- ☐ Bradley Bike Park ☐ Sunset Park ☐ Simmons Family Park ☐ Hollandia Park ☐ San Elijo Park
☐ Richmar Park

Quarter Requested (please check all that apply):

- ☐ Q1 (Jan-Mar: Due Dec. 5th) ☐ Q2 (Apr-Jun: Due Mar. 5th) ☐ Q3 (Jul-Sep: Due Jun 5th) ☐ Q4 (Oct-Dec: Due Sep 5th)

BRADLEY BIKE PARK ONLY (MM/DD/YY): _____ (max. 4 dates per calendar year)

Use Type (e.g., boot camp, dog obedience course, running club, etc.):

Specific Activity (list all activities you and your group will engage in):

Day of Week Requested (please check all that apply, DO NOT USE FOR BRADLEY BIKE PARK APPLICATIONS)

- ☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri
☐ Sat (8AM-9AM) ☐ Sat (9AM-10AM)
☐ Sun (8AM-9AM) ☐ Sun (9AM-10AM)

Time Requested: Arrival Time: _____ AM/PM **Departure Time:** _____ AM/PM

Daily Expected Attendance: (max. 25) _____



APPLICANT ACKNOWLEDGEMENTS (Initials):

- _____ The requested date(s) are not reserved until the permit request has been approved and permit fee has been paid.
- _____ The following are included with this permit application:
 - _____ Completed and signed application form
 - _____ Permit fee – Use permit fee calculator to determine total amount owed
 - _____ Copy of current San Marcos business license
 - _____ Certificate of insurance naming the City of San Marcos as additionally insured with General Liability minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
 - _____ Copy of participant waiver, must include City indemnification clause (**Bradley Bike Park Only**)
- _____ All applicable laws and adopted use policies (City, County, State, and/or Federal) are to be obeyed by all applicants and their guests while on the City premises, which includes the parking lot.
- _____ Park equipment shall be used in accordance with its intended purpose. Any damage caused as a result of misuse will be charged to the applicant. Note: playground equipment, picnic tables, etc. are not permitted to be utilized.
- _____ Provider has approval to collect fees associated with the service(s) provided.
- _____ Permit must be available upon request during each class/program time. Inability to provide current and valid permit will result in potential citation/fine and loss of commercial park permit and privileges.
- _____ The person applying for use of the permit must be at least twenty-one (21) years of age. A form of government-issued identification is required to verify identification. Commercial use of the parks is restricted to the applicant named on the application.
- _____ Park facilities are to be left in clean condition. Any cleaning of trash or damage expense incurred other than normal wear and tear will be billed to the applicant.
- _____ Applicant has received, reviewed, and fully understands the Commercial Park Use Policy. Applicant and its group/organization will abide by all policies and regulations listed, and all local, county, state, and/or federal laws, at all times while on the City premises.
- _____ Applicant has inspected the City property or premises proposed for use and has determined that they are in a safe and appropriate condition for the activities planned. Applicant and all members of applicant’s group or organization hereby ensure that said property or premises will be kept and operated in a safe and appropriate condition.
- _____ Applicant and the members of applicant’s group or organization (collectively, “applicant”) waive, release, and discharge any and all claims for or right to claim damages of any kind that may arise as a result of applicant’s use of the City’s facilities.
- _____ Applicant(s), individually and collectively, agree that they shall indemnify, defend, and hold the City of San Marcos and/or its elected and appointed officers, boards, directors, agents, employees, and designees (collectively, “City Parties”) harmless from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees and witness costs arising out of the performance of the activities described herein, caused in whole or in part by any negligent act or omission of the City Parties, except where caused by the sole negligence or willful misconduct of the City Parties.
- _____ Applicant(s), individually and collectively, are aware of and assume full responsibility for the potential risks and hazards inherent in participating in the Activity, up to and including the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. Applicant(s) hereby acknowledge that participation is voluntary in this Activity and agree to assume any such risks, and understand that the City does not carry insurance to cover participants or spectators of the Activity.
- _____ Applicant(s), individually and collectively, hereby give the City of San Marcos the absolute right and permission to use their photograph(s) in its promotional materials and publicity efforts. Applicant(s), individually and collectively, understand that the photograph(s) may be used in a publication, print ad, direct-mail piece, and electronic media including the City website or other form of promotion. Applicant(s), individually and collectively, release the City Parties and the photographer, its officers, employees, agents, and designees from liability for any violation of any personal or proprietary right applicant(s) may have in connection with such use.
- _____ Applicant(s) each agree that the City will not be responsible for any consequences from providing incorrect, inaccurate, and/or false information to the City.
- _____ **FAILURE TO COMPLY WITH ALL CITY OF SAN MARCOS POLICIES, PROCEDURES, ORDINANCES, LAWS, ETC. MAY RESULT IN CANCELLATION OF PERMIT.**

Print Name

Signature

Date