



PARK NON-MOBILE ATTRACTION VENDOR PERMIT APPLICATION

This application is in conjunction with facility use rental packet. Submission of this form is required to become a registered non-mobile attraction vendor for the City of San Marcos. Once this form is received, a city representative will contact you.

APPLICANT INFORMATION:

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

Business/Organization Name: _____

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

Phone: _____ Email: _____

Preferred Contact Method: _____

Type of Vending: ☐ Inflatable Jump House /Soft Play Vendor ☐ Petting Zoo Vendor ☐ Pony Ride Vendor

BUSINESS INFORMATION:

Business License ID #: _____ Years in Business: _____

Do you provide full-service drop off and pickup of inflatables? ☐ Yes ☐ No ☐ N/A

APPLICANT ACKNOWLEDGEMENTS (Initials):

_____ I understand that inflatable jump houses and soft play equipment are only allowed in the designated areas at the following parks:

- Hollandia Park
- Las Abejas Park
- San Elijo Park
- Simmons Park
- Walnut Grove Park
- Woodland Park

_____ I understand that petting zoos and pony rides are only allowed at the following parks:

- Jack's Pond Park (corral location only outside of corral)
- Walnut Grove Park (central location only)

_____ I understand that inflatable jump houses and petting zoos are only allowed at specific reservable locations within the parks, and I will only provide rentals to those designated locations. Any rental equipment not explicitly mentioned on this application is considered prohibited for park rental.

_____ When dropping off equipment, our staff will be courteous to other park visitor vehicles, will park in designated areas, and will not block parking lot entrances and exits.

_____ I consent to the City listing my company name and contact information on the City website as an approved vendor for each month this permit is valid.

_____ The following are included with this permit application:

- _____ Completed and signed application form
- _____ \$30 Permit fee
- _____ 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.

_____ All 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.

_____ Provider has approval to collect fees associated with the service(s) provided.

_____ Provider shall not use posts or stake anything into the grass. To secure bounce houses use weighted bags or like object.

_____ The person applying for use of the permit must be a responsible person at least twenty-one years of age. Driver's license is required for confirmation and identification. Commercial use of the parks is restricted to the applicant named on the application.

_____ Park facilities and parking lots 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 responsible person or organization.



TERMS & SPECIFICATIONS:

Rules and Regulations: Applicant and members of applicant’s group or organization (collectively, “applicant”), individually and collectively, agree to comply with all rules and regulations of the City with respect to use of any City facilities, services and equipment, and/or participation in the activity.

Inspection: Applicant(s), individually and collectively, have inspected the City property or premises proposed for use and have determined that they are in a safe and appropriate condition for the activities planned. Applicant(s) will individually and collectively keep and operate said property or premises in a safe and appropriate condition. Applicant(s), individually and collectively, 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.

Waiver and Liability Release: Applicant(s), individually and collectively, unconditionally waive, release and discharge any and all rights that participant and/or participant’s heirs, assigns, agents or other representatives may have or which hereafter may accrue to participant, to file any claim, lawsuit and/or any other cause of action against the City of San Marcos and/or its elected and appointed officers, boards, directors, agents, employees, and designees (collectively, “City Parties”), as a result of participant’s use of the City facilities, services and equipment and/or participation in the activity.

Indemnification: Applicant(s), individually and collectively, will indemnify, defend and hold the City of San Marcos and/or its elected and appointed officers, boards, agents, employees, and designees (collectively, “City Parties”) harmless from and against all claims, damages, losses and expenses, including but not limited to, court costs, attorneys’ fees and witness fees 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.

Assumption of Risk: 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.

Binding: Applicant is expressly authorized to bind each and all of the members of applicant’s group or organization.

Photograph Release: 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 and will indemnify, defend, and hold harmless 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.

False Information: Applicant(s), individually and collectively, agree that the City will not be responsible for any consequences arising 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