



# Park Use Agreement

Office: (505) 857-8657

After Hours/Weekend Supervisor: (505) 382-5926

Name of Event: \_\_\_\_\_ Park: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Time (Including Setup & Cleanup): \_\_\_\_\_

Name of Organization: \_\_\_\_\_ Area of park to be used: \_\_\_\_\_

Responsible Party: \_\_\_\_\_ Expected Number of People: \_\_\_\_\_

Telephone: \_\_\_\_\_ Will you have a tent/canopy?:  Tent  Canopy  None

Email: \_\_\_\_\_ Will a tent company be used?:  Yes  No

Will food be served?:  Yes  No Will there be amplified sound?:  Yes  No

Will food be sold?:  Yes  No

See Page 2 for parks that have electricity available, \$20 fee. Will you require electricity?:  Yes  No

Will a fun jump be used? (See Page 2 for designated Parks):  Yes  No \$35 per jumper/ site/ 4 hours

If yes, Company & Phone Number: \_\_\_\_\_

Will Portable Toilet(s) be on site?:  Yes  No (portable toilet(s) required for events of 100 people or more)

If yes, Company & Phone Number: \_\_\_\_\_

**Initial** \_\_\_\_\_

\_\_\_\_\_ No staking or driving on the grass at anytime.

\_\_\_\_\_ **Area of park to be used will be left clean and trash removed. A cleanup/ damage fee will be charged if park is not left clean and trash hauled away immediately following event or if damage occurs to the park.**

\_\_\_\_\_ Blocking off parking spaces/ placing barricades/ cones prohibited.

\_\_\_\_\_ Only gas grills allowed with fire extinguisher (no charcoal grills). Grills cannot be placed under shade structures or trees.

\_\_\_\_\_ Insurance will be required naming the City as additionally insured for groups of 100 or more.

\_\_\_\_\_ Must have Park Use Agreement with you at the event.

**Liability Insurance.** The Responsible Party will obtain the following insurance policies for groups of 100 people or more:

(i). Commercial General Liability Including Automobile. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows (requirements are shown as listed on a standard form certificate of insurance):

- \$ 2,000,000 Per Occurrence
- \$ 2,000,000 Policy Aggregate
- \$ 1,000,000 Products Liability/ Completed Operations
- \$ 1,000,000 Personal and Advertising Injury
- \$ 5,000 Medical Payments

The policy of insurance must include coverage for all operations performed by the Responsible Party and sub users, and contractual liability coverage will specifically insure the hold harmless provisions of this Agreement. Responsible Party agrees to indemnify and hold harmless the City and the City's employees, officials, and agents, from and against any and all liabilities, damages, and claims of third parties arising from Responsible Party's and Responsible Party's invitees', agents', employees', contractors' and sublicensees' (collectively referred to herein as, "Responsible Party") use hereunder of the Park and facilities thereon. This indemnification includes, but is not limited to, defending, indemnifying and saving harmless the City and its officers, agents and employees from and against all suits, actions or claims of any kinds brought

because of any injury, including death, or damage received or sustained by any person, persons, or property arising out of the Responsible Party's use of or activities in the Park and facilities thereon, or by reason of any act or omission, neglect or misconduct of the Responsible Party. This indemnity provision will apply equally to injuries to the Responsible Party's employees, volunteers, invitees, guests, participants, spectators and agents occurring in the Park and facilities thereon. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

**The City will be named an additional insured** and the coverage afforded will be primary with respect to operations performed. Showing the City as a certificate holder is not the same as naming the city as an additionally insured and is not an acceptable substitute. If equivalent coverages are provided and the form is approved by the City, the Responsible Party may provide a general liability policy in a form different from that described above.

**Note:** Except jumper sites, this agreement is not a reservation or guarantee for use of any specific park or area. City parks are open to the general public and cannot be reserved. This paperwork is for the purpose of coordinating events, organized sports and maintenance of scheduled events.

\_\_\_\_\_ \_\_\_\_\_  
Responsible Party Date

**Office Use Only**

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Pending Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Notes: \_\_\_\_\_

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**Permits Required:**

Insurance Date Received: \_\_\_\_\_  Special Event Permit Date Received: \_\_\_\_\_  
 Food Permit Date Received: \_\_\_\_\_  Noise Permit Date Received: \_\_\_\_\_  
 Tent/ Canopy Permit & Fire Marshal Approved Site Plan Date Received: \_\_\_\_\_

**Fees:**

Electrical Fee Amount: \_\_\_\_\_ Date Received/ Check #: \_\_\_\_\_  
 Jumper Fee Amount: \_\_\_\_\_ Date Received/ Check #: \_\_\_\_\_

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**Designated Jumper Sites:**

Alamosa Park  
Balloon Fiesta Park  
Kirtland Park  
Korean War Veterans Park  
Lazy Day Park  
Manzano Mesa Park  
Mariposa Basin Park  
Martineztown-Santa Barbara Park  
Matthew Meadows Park  
Montgomery Park  
North Domingo Baca Park  
Pat Hurley Lower Park  
Phil Chacon Park  
Redlands Park

Terrazas Park  
Tower Pond Park  
U.S.S. Bullhead Memorial Park – Weekdays Only  
Ventana Ranch Community Park  
Ventana West Park  
Vista Verde Park  
Westgate Community Park  
  
\*Any/ All fun jump companies MUST have current license and insurance

**Electrical Use Available At:**

Alvarado Park  
Bataan Park  
Rio Grande Park  
Robinson Park  
Tiquex Park