

PARK PERMIT APPLICATION REGULATIONS

The City of Harrisburg reserves the right to reject a Permit Application if it believes the event or activity will unreasonably interfere with other existing or planned activities, including the normal conduct and use of City parks and recreational facilities.

By submitting this Park Permit Application, the applicant is certifying that no expense will be borne by the City of Harrisburg in connection with the event or activity described in this Application for which the City will not be fully reimbursed. Further, the applicant certifies that the City is not liable or responsible for any cost, effect, error, omission or loss of any kind associated with the event or activity listed herein, and that the City is fully indemnified and held harmless from any claims or judgments arising from such. All park permit activities must be fully insured by the applicant with the City named as an "Additional Insured." All facilities are rented in "as is" condition.

The extensive volume of requests for utilization of city-owned parks and recreational facilities necessitates a proper format for the scheduling of such use. Further, past experience involving damage, loss, and failure to reimburse or pay validly due fees and costs to the city by various users has necessitated the establishment of user rules and regulations for such facilities. Insurance, liability, legal, and safety concerns also require certain rules to be in place. Current requirements and stipulations governing the use of city-owned parks and recreational facilities are contained generally in this Park Permit Application. The city reserves the right to: set special conditions with regard to any planned use, require payment in advance or deny any Park Permit Application for failure to meet any of the stated conditions or because of past adverse experience involving either the type of planned use or the applicant. Resident fees are specifically for residents or business owners in the City of Harrisburg's Corporate limits. All others will be assessed non-resident fees. **There are no waivers or reductions of any fees for any park, however Parks Partnership members receive one half-price fee reduction per year. For more information call Joyce Bolden at 233-7462.**

Please submit a Check or Money Order payable to "City Treasurer". Any check returned for insufficient funds or on which payment has been stopped will result in automatic cancellation of the Park Permit. Please mail fees, Park Permit Application, Park Permit Event Questionnaire Information, waiver, and needed Proof of Insurance to Department of Parks and Recreation, Suite 401, 10 N. Second Street, Harrisburg, PA 17101.

PARK PERMIT HOLDER RESPONSIBILITIES

- A. The permittee is completely responsible for cleaning up after the event. If the Department of Parks and Recreation has to clean up, the Permittee will be billed for all personnel and equipment costs, or \$150.00, whichever is greater.
- B. If it is determined by the City that Police, Park Rangers, Parks and Recreation staff, Electrical Engineers, or other City personnel resources must be present to ensure the safe operation of your event, the Permittee must pay for all personnel and equipment costs. The city reserves the right to require such payment in advance.
- C. All City Island parking is in the larger City Island public parking lots located south of the Walnut Street Bridge. **All cars without special City Island Parking Permits found north of the Walnut Street Bridge will be ticketed and towed without exception.**
- D. No buses will be permitted north of the Walnut Street Bridge. Drop-off/pick-up areas are designated below the Walnut Street Bridge. All bus parking is designated in the south lot, south of the Market Street Bridge.

INSURANCE REQUIREMENTS

Private Events with estimated attendance of 50 or below:

- 1. Applicants must agree with and sign attached Waiver of Liability (page 4)
- 2. Applicants must provide proof of Personal Auto Liability Coverage for themselves and all others who plan on driving and parking on-site.

Private Events with estimated attendance of 51 or over or Public Events with no attendance limit:

- 1. Applicants must provide Event Liability coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate **or** Standard Liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2. Applicants must provide Auto Liability of \$1,000,000 Combined Single Limit for Corporations and \$300,000 Combined Single Limit for individuals.

All insurance certificates shall be originals listing the City of Harrisburg as an Additional Insured. All certificates must be signed by a licensed insurance broker or insurance company representative. Sublimits shall not be less than the per occurrence limit amount required. If certificates are not received at least ten (10) days prior to the event, the permit is not valid.

REFUND POLICY

If you cancel your permit at least 45 days prior to the date of your event, you will receive a full refund. If you cancel your permit less than 45 days but prior to 21 days before your event, you will receive 1/2 refund. If you cancel your permit less than 21 days before your event, you will receive no refund. If the City cancels your event, we will either provide you with an alternate date or a refund of your park permit fees only. The City bears no obligation to provide you with reimbursement for any out-of-pocket expenses that the permit holder may have incurred related to organizing or promoting your event. Any and all raindate fees are non-refundable.

RAINDATE POLICY

A separate permit must be filed to schedule a raindate. All appropriate fees apply and must be paid and submitted with your initial application. Any and all raindate fees are non-refundable.

EMERGENCY CONTACTS

Park Rangers Office - 233-8275 Communications Center - Request a Ranger to the site 255-3131

PARK PERMIT EVENT CHECKLIST

Answering the questions below will help to describe your proposed event in detail. Please include a schedule of events, times, locations, route maps, special requirements, etc., using the following questions as a guide. Attach additional sheets if necessary. If full disclosure is not made, the Department of Parks and Recreation has the ability to deny and or revoke any permit and or charge permit holders for additional grounds, personnel and equipment costs incurred by the Department as a result of your event. If you have questions regarding the information you must provide, please call (717) 255-3020.

- 6.1 Will the event require water or electricity?** _____
If yes, list the exact locations and amount required. Limited water and electricity is available. Fee is \$50.00 per electric line and \$30.00/hour if an electrician must attend your event. Water for weighted tents and/or vendors is available from the nearest water hydrant. Use for one to ten days is \$100 payable in advance. Call 238-8725 for more information. Permittee must supply all hoses, extension cords and electrical safety ramps. Unramped wires are not allowed.
- 6.2 Will you or another vendor be selling soda or beverages?** _____
If yes, the Coca-Cola Bottling Company has the exclusive rights for the sale of sodas and soft drink products. These products include, but are not limited to: soda, juices, sport drinks, tea, and water. Products not obtained from the City of Harrisburg or the Coca-Cola Company may not be sold in any park. For information about obtaining Coca-Cola products to sell contact P&R at 255-3020.
- 6.3 Will the event require extra trash barrels and a special trash removal schedule?** _____
If yes, list the exact number, location, and trash removal frequency required.
- 6.4 How many vehicles will be parked at the event site?** _____
Only event organizers vehicles allowed at event site. All organizer's vehicles must be accounted for by applicant and **proof of Personal Auto Liability Coverage for each registered driver must be attached to this permit.** Absolutely no vehicles allowed North of Walnut Street Bridge without a Parking Permit. Violators will be ticketed or towed. **Usual parking fees will be enforced during baseball games and special events.**
- 6.5 Will any temporary structures (tents, stages, etc.) be erected?** _____
If yes, describe the structures in detail, their exact locations, and how they will be erected and removed. All tents must be free-standing, otherwise a PA One Call will be required.
- 6.6 Will the event require street closings and/or traffic control devices such as barricades, cones or tape?** _____
If yes, list all requested street closings and their proposed closing and re-opening times. Contact Officer Rivera at 255-3010 for street closure information. List types of traffic control devices, quantity you will use, locations, placement, and removal details. Permit Holder must supply these items.
- 6.7 Will any signs or banners be erected?** _____
If yes, describe their type, material, and placement techniques, detailing and listing their exact locations; designate their placement and removal times.
- 6.8 Will the event have vendors, peddlers or concession sales?** _____
If yes, please provide a list of vendors, items to be sold, placement locations, and any special requirements they may have. Also attach a copy of their City of Harrisburg Mercantile License and/or Health License. Call 255-6513 for licensing information.
- 6.9 Will the event offer any entertainment?** _____
If yes, describe the entertainment and give the exact arrival, performance, and departure times, performance locations, and any special requirements such as electricity, staging and access.
- 6.10 Portable Restrooms?** _____ **No** **Yes**
City Island and Reservoir Park are equipped with accessible male and female restrooms and/or portable restrooms, however other parks and playgrounds are not. If you need additional restrooms please contact a vendor of portable restrooms of your choice. Positioning of rented units must be indicated on park map (available by request)
If Yes, Number of units _____ **Drop off date:** _____ **Pick-Up Date:** _____
- 6.11 Will the event require private stand-by Paramedic/Ambulance service?** _____
If yes, please contact Community Life Team, Inc. at 236-5947.
- 6.12 Will the event require the presence of Harrisburg Police or Park Rangers?** _____
If yes, please contact the Park Ranger Chief at 233-8275. Cost is \$20.00/hour per Ranger. To obtain the services of Harrisburg Police Officers call Officer Alfredo Rivera at 255-3010.

**THE CITY OF HARRISBURG
DEPARTMENT OF PARKS AND RECREATION**

**RELEASE AND WAIVER OF ALL CLAIMS AGREEMENT REGARDING RISK OF
INJURY AND RELEASE AND WAIVER OF ALL CLAIMS**

Initial Each Paragraph:

_____ I hereby apply to the City of Harrisburg to rent and use the facility, or facilities during the dates and times as mention in the attached application, for a private and/or public function.

_____ I understand that by renting this or these facilities I will expose myself and my guests to normal risks of injury or harm associated with nature, sporting events and activities, picnics and social gatherings, musical events, and/or passive recreational activities.

_____ I agree that I am responsible for my own safety.

_____ I agree that I am responsible for my guests safety to the point of producing a safe event or activity during the length of this contract.

_____ I hereby assume all risk and responsibility of damage to the property of the City of Harrisburg as it relates to my event and my use and/or misuse; and hold the City of Harrisburg, it's agents and representatives harmless for any and all suits relating to the use of City owned facilities.

_____ I understand that under PA Law I am responsible for placing a PA One Call if my event so requires. I will be responsible for the following four steps taking place before any digging is attempted by members of my event. 1) Obtain approval for all digging from the City Island Superintendent at 717-233-7211. 2) Place the PA-One Call (800-242-1776), obtain a serial number and provide the serial number to City Island Superintendent.. 3) Ensure there are no penetrations within 18" of any utility marking. 4) Ensure all participants (including vendors) area aware of these terms and that failure to comply will result in automatic cancellation of the park permit.

_____ I hereby fully and forever release, discharge, and agree not to sue The City of Harrisburg, any of their officials, elected or appointed, employees, past or present, and contractors, past or present, sponsors or their officers, directors, agents, employees representatives, and successors for any and all claims, causes of action or liability for any injury, loss or damage sustained or incurred by me or my guests arising out of or in any way associated with our attendance at or participation in my event through this contracted rental.

_____ I hereby fully and forever release, discharge, and agree not to sue The City of Harrisburg, any of their officials, elected or appointed, employees, past or present, and contractors, past or present, sponsors or their officers, directors, agents, employees representatives, and successors for any loss, damage or expense brought on by me, anyone acting on my behalf, or anyone else because of conduct attributed to me.

_____ I agree that this Release and Waiver shall be construed and interpreted according to the law of the State of Pennsylvania. I understand and agree that this Release and Waiver shall be binding upon my heirs, assigns and any personal entity acting upon my behalf.

_____ I have read the above items of the Release and Waiver, understand them, agree to abide by them, and hereby acknowledge that I understand this Release and Waiver.

_____ I am at least 18 years old and may legally sign this document:

Signed : _____ Date: _____

