Requirements:
The following items are required to be completed when submitting a Park Use Permit Application. A separate application per park request must be submitted. Applications will not be accepted until all of the items on this list are complete and submitted together. Requests will be accommodated on an “as available” basis, regardless of prior use.

A Service and Processing fee of $150 is due at the time of submitting. This application must be submitted at least 14 days prior to request of use. Payment may be made by cash, Visa, MasterCard, Discover, or check payable to the City of Billings.
1. A completed, legible, signed Park Use Agreement Application which specifies exact park locations and times desired for use.
2. A completed Park Use Agreement event/usage questionnaire.
3. If your event is open to the public, a Certificate of Insurance from your insurance provider which meets the requirements of Section #12 which must show:
   A. The permit applicant as the insured party. (If insurance is obtained through an affiliate organization, then documentation must be attached to verify the current affiliation.)
   B. A minimum of $1,500,000 per occurrence liability coverage
   C. Valid throughout requested dates of use. If your current coverage expires prior to or during the requested dates of use, please attach current certificate of your liability insurance coverage. Parks and Recreation will not follow up to make sure the renewed insurance certificate is received, this is the responsibility of the permit applicant.
   D. “City of Billings” must be listed as a Primary Additional Insured on the certificate (not just the Certificate Holder)

Terms of Agreement: The Use Permit is approved upon the following terms and conditions:
In consideration of the covenants herein expressed, by Billings Parks, Recreation and Public Lands Department Herein called the “City”, does hereby grant permission to the above named organization:

1. Time shall be the essence of this agreement, and the time granted shall not be extended or the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the City.

2. User agrees to comply with all laws, procedures, and policies of the City, the State of Montana and the United States, applicable to the use of said described facilities.

3. User agrees that it will not conduct activities with flames, flammable or hazardous materials are involved without the prior approval of the City Fire Department and the Department of Parks, Recreation and Public Lands.

4. User agrees that no advertising or sales promotional materials shall be posted or distributed in or about said described facilities or announced or publicized over any loudspeaker system without having obtained the permission of the City.

5. Only Non-Profit Organizations are allowed to sell concessions for the benefit of the organization under the terms of this agreement. User agrees that cars, trucks, or trailers hauling concessions shall be parked at the curb or in the parking lots. No merchandise or equipment sued to sell concessions can be stored in the park. Groups selling concessions will be responsible for the clean-up of litter and debris from concession sales. Failure to comply may result in termination by the City.
6. User agrees that repeated failure to use the facility during the days and times schedule shall result in rescheduling by the city to achieve an optimum level of use.

7. User shall not injure, mar or in any way deface or alter said premises and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred, defaced or altered without prior permission from the City.

8. User agrees that it will not use City equipment, tools or furnishings, located in or about described facilities, without first seeking and receiving the approval of the city.

9. User agrees to pay the City for any special maintenance, damage, and repairs caused by their particular activity or use.

10. User understands and agrees that during the term of this Use Permit other events may be held in other parts of the described facilities not included in this Use Permit, and User shall so conduct its activities so as not to interfere with other such activities.

11. User hereby indemnifies and holds the City harmless of and free from any and all loss, damage or injury to any person or persons whomsoever, or property, arising from any cause or for any reason whatsoever in or about the described facilities; and the User further agrees to waive all claims against the City on account of any loss, damage or injury from whatever cause which may occur to it its property in the use and occupancy of said described premises, the giving of this waiver is one of the considerations upon which this Use Permit is granted.

12. If this event is open to the public User agrees to furnish the City of Billings a Certificate of Insurance which shall state that no coverage shall be amended, altered, canceled, or reduced without giving at least two week(14 days) written notice, by the insurance company, to the insured and the City of Billings. The limits of liability coverage for the period of this agreement shall be a minimum of $1, 500, 000 per occurrence and the City of Billings shall be named on the Certificate of Insurance as a primary additional insured. Said Certificated of Insurance must be filled out with the City a minimum of fourteen (14) days prior to the starting date of this agreement, and this agreement shall not be signed or put into effect until the Certificate of Insurance has been received and approved. If alcoholic beverages are to be available at the event, a separate alcoholic beverage permit is required and the Insurance Certificate shall also include a liquor liability endorsement in the minimum amount of $1, 500, 000 per occurrence naming the City as a primary additional insured. The permittee’s insurance is primary and not excess or contributing to any insurance purchased or maintained by the primary additional insured. The City of Billings insurance policies will only apply the excess of the permittee’s primary policy.

13. The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

14. User shall not assign or transfer this Use Permit or sublet any portion thereof without the written consent of the City.

15. User agrees that the City and/or its designated representatives may enter upon the used facilities as hereinbefore described at all reasonable times to make an inspection in conformity with the Use Permit.

16. Park restrooms open approximately May 15th and close approximately October 1st each season. Users which start before restrooms open or continue after they close for the year must provide portable toilet facilities at their expense for use by their participants. Not portable toilet shall be placed within a park without prior approval from the Parks Department.
Refund Policy:
For any cancellation please fill out our Refund Form found online or pick up a copy at the main office. All refund requests must be submitted during business hours using the refund request form. All refunds will be processed the next business day after receiving the refund request form.
- Any refund 7 days or less that is before the rental start-date will not receive a refund
- 8 days before the rental start-date can receive a 50% credit to the household account in lieu of a refund
- 9-14 days before the rental start-date, can receive a 75% credit to the household account, or 50% refund
- Any refund 15 days or greater before the start-date can receive a 100% credit to the household account, or a full refund minus a 5% processing fee.

Rain out date: Our application allows a rain out date if needed, please check the according box on page 2. In the event of inclement weather, please contact the main office for rescheduling and/or cancelations.

Non-Profit Usage only:
As a rule, public parks cannot be used by for-profit businesses for self-financial gain. Events in our community parks must be sponsored by a non-profit organization who direct their proceeds to support the community.

This Use Permit constitutes the entire agreement between the parties hereto.
City of Billings Department of Parks, Recreation and Public Lands Approval.
The foregoing grant of Use accepted agreed to and approved on the conditions and terms stated above.

____________________________________________________ I have read and understand all terms and conditions of this agreement. I agree to all terms and requirements stated throughout this contract.

User Signature: ____________________________________________ Date: ______________________________

Print name of User
## Event Information:

Name of Organization/Event: ________________________________________________________________  
Contact Name: _____________________________________________________________________________  
Address: ___________________________________________________________________________________  
City: ______________________________ State: __________________________ Zip: ____________________  
Home #: __________________________ Business #: ______________________ Cell #: _______________  
Email Address: _______________________________________________________________________________  

The User requests the use of the following described facilities: 

Name of Park: _______________________________________________________________________________  
Area requested: (Please make sure to be detailed in the area of the park. You can also attach a map to the permit) 

__________________________________________________________________________________________________________________  
__________________________________________________________________________________________________________________  

Description of Event: (What is this event doing and what is it for) __________________________________________________________________________  

__________________________________________________________________________________________________________________  

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### Beginning Date: ___________ Ending Date: ___________

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- [ ] We are expecting approximately ________________ at our event (if your event is larger than 100 people this will require a meeting with Parks Staff. Staff will set up meeting)
- [ ] We will be erecting tents or shad structures using ground staked longer than 6” (Please meet with staff before setup)
- [ ] We will be setting up an inflatable apparatus (please make sure to include insurance for the inflatable, completed vendor and user form)
- [ ] We will be bringing in portable toilets (for every 50 people a portable toilet is recommended to be rented at use permit holders expense)
- [ ] Does this event require the use of a park shelter and/or park building? If so, the shelter and/or building must be reserved and paid for by the day based on your requested days of use. This also includes your set-up and teardown days. This permit does not cover the daily reservation costs of the shelter and/or building. If your event, and requested days of use, do not allow us to rent the building shelters and/or buildings to the community-then the event sponsor must pay full rental/per day for each shelter and/or building in the park.  
- [ ] This event will be serving alcohol (additional permit required $75 must be filled out at our main office)
- [ ] This event will be selling alcohol (must provide copy of liquor permit from seller)
- [ ] This event will include a fireworks display
- [ ] This event will necessitate having a vehicle/utility trailer brought into the park
- [ ] This event is being planned as a fund-raiser for our Non-Profit
- [ ] This event requires a “rain date” or setup/teardown date
- [ ] This event will require us to have an electrician modify the power supply for our electrical needs
- [ ] This usage will require us to do improvements or changes to park facilities or ground. (any costs associated with unauthorized work by user groups resulting in repairs, damage, or restoration will be billed to the use permit holder)
- [ ] This event will require overnight security
- [ ] This event will require us to provide additional trash receptacles at our expense
- [ ] Other

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If any of the above boxes are checked you will need to meet with Billings Parks Staff. Staff will contact event coordinator set up meeting. Any information not supplied in this questionnaire shall be permitted!
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Sample Insurance Agency  
PO Box 0000  
City, State Zip  

**INSURER**
ABC, Inc  
Address  
City, State Zip  

**INSCRIBED NAIC**
INSURER A: XYZ Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  

**COVERAGES**

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- **We only accept EACH OCCURRENCE**
- **NO GENERAL AGGREGATE**

**Total:**  $1.5 Million  
**Minimum Required**

The City of Billings is listed as a primary additional insured
Draw site diagram here: attach additional sheet if necessary