

## **DALLAS PARK AND RECREATION DEPARTMENT OUTDOOR FEE-BASED PROGRAM GUIDELINES**

Thank you for your interest in providing an Outdoor Fee Based Program in City of Dallas parks. Please review the enclosed guidelines and permit information. Request for Outdoor Programs must be submitted in writing, noting the park site program, day and time requested. Outdoor Program permits will be issued on a first come, first serve basis **Packets must be completed prior to processing.**

Upon Special Services' receipt of your permit packet, it will require 2-3 weeks to process the permit request/application and complete the background check. Upon completion, you will be contacted to schedule an appointment to obtain your permit and sign an Outdoor Program Agreement.

### **SECTION 1 - DEFINITIONS OF TERMS**

The following terms as used throughout this policy are defined as follows:

- A. Applicant – Synonymous with the term “Provider” which is used to mean the person(s) who are submitting a written request to conduct fee-based classes/activities or training programs for the purpose of fund raising outdoors on park property.
- B. Department – The City of Dallas Park and Recreation Department.
- C. Director – The Director of the Park and Recreation Department and/or his designated representative.
- D. Nonprofit Training/Fundraising Activity – A program/training class operated under the auspices of a not for profit organization that does not collect fees directly from class participants but operates for the ultimate purpose of generating revenues.
- E. Outdoor Program Permit: - Written authorization from the Park and Recreation Department to the applicant to conduct organized educational/leisure classes at designated park sites and to charge a fee of participants who desire to attend the class or provide training classes for the purpose of fundraising.
- F. Outdoor Fee-Based Activities – An organized program or series of classes that takes place at the same time daily or weekly over a consecutive number of weeks and in which the participants pay an enrollment fee to the organizer or instructor to attend.
- G. Outdoor Revenue Generating Program – Activities/events that are held three or more times a month.
- H. Program – Generic inclusive term referring to Nonprofit Training/Fundraising Activity and Outdoor Fee-based activity.

## **SECTION 2 - PROCEDURES FOR APPLICATION AND APPROVAL**

A. Outdoor Program Permit applications are available by written request to:

Raegan Driskell, Contract Compliance Administrator  
Dallas Park and Recreation Department – Special Services  
5620 Parkdale Drive  
Dallas, Texas 75227  
Telephone: 214-670-8568  
FAX: 214-670-8571 E-mail: raegan.driskell@dallascityhall.com

B. City reserves the right to deny any or all requests.

C. The Director or the Director's designee will evaluate requests for compliance with the terms and conditions of the policy and will initiate the process to secure approval of the Program/Agreement.

D. Permits will be issued to an individual who will have sole responsibility for compliance with the terms of the agreement.

E. Permits will be issued on a program basis. A separate permit must be issued for each program time period offered at each location.

F. Upon verification of all requirements, an Outdoor Program Agreement will be signed by the City and the applicant.

## **SECTION 3 – OUTDOOR CONCESSION PERMIT REQUIREMENTS**

The applicant must provide the following:

\_\_\_\_\_ Outdoor Program Application (attached)

\_\_\_\_\_ A detailed description of the program content specifying:

- a) Specific program activity (including basic layout and routine).
- b) Park location(s) where program is to be conducted, including parking.
- c) Day(s) and time(s) the program will be conducted including beginning and ending times.
- d) Estimated attendance.
- e) Fee schedule including how fees are structured (by month, by session, etc.) and if fees will be pro-rated).

\_\_\_\_\_ Confirmation from an insurance agency of ability to secure the required General Liability insurance coverage with an Occurrence Limit of at least \$300,000 and show the City of Dallas as an Additional Insured. Before the permit is issued, the applicant must provide proof of active insurance coverage to begin operating. **See Attachment I**

\_\_\_\_\_ A list of equipment (if used as part of the program) including photographs and/or descriptive literature that illustrates the exact equipment to be used to provide the program.

\_\_\_\_\_ A description of products/equipment to be sold (if part of the program) and the respective selling prices for each item. A sales tax permit is required if sales are conducted.

\_\_\_\_\_ A completed background check consent form and **a copy of a current driver's license must be provided for each applicant and or instructor.** Information disclosed is confidential and will be taken into consideration before a permit is issued.

**See Attached Sterling forms (4 pages)**

Upon receipt of the completed application, the Department's staff shall review the application and determine if the request meets the requirements for approval.

- a) Staff may, at its discretion, recommend restrictions or special considerations to be observed in accordance with public safety, the environment and/or administrative procedures. The recommendations can include, but are not limited to, requiring one or more police officers be present for the duration of the program; requiring one or more Department staff be present and/or relocating the program to a different area.
- b) Costs for police officers, other security measures, Department staff and other additional expenses will be the responsibility of the applicant.

#### **SECTION 4 – GENERAL CONSIDERATIONS FOR APPROVING OUTDOOR PROGRAM LOCATIONS:**

- A) The program location relative to the surrounding community.
- B. The estimated attendance of the program.
- C. Program content is compatible with the location.
- D. Adequate space is available at the designated park to accommodate the organized outdoor program. The number of organized outdoor programs scheduled for community and/or regional parks cannot exceed the number of approved locations at each site. If all approved sites at a given location are scheduled, the requestor can go to an unreserved site in another park or wait until a location at the requested park is available. Private utilization of each site by program contractors will not exceed 30 percent of the time available between 6:00 am and midnight.
- E. The program content/equipment adheres to the City's Noise Ordinance (Dallas City Code, Chapter 30, Sec. 32-11.4). Amplification systems including bullhorns are prohibited.
- F. The approved parking areas are adequate for the program attendance (see section 4 on Parking Considerations).

- G. The program content, activities, and parking will not negatively impact adjacent communities. Set up for the event will not begin before 6 a.m. and any noise created as a result of setting up will not be audible beyond the boundaries of the park.
- H. All signage must be in compliance with the City of Dallas Sign Ordinance (Dallas City Code, Sec. 51A-7.304-306, 7.401-403).
  - (1) Signage for the activity cannot be placed on the park prior to 6 a.m. and not more than two hours prior to the event being held if it starts after 8 a.m.
  - (2) Signage must be removed within one hour of the completion of the event. Signs cannot be left on the park over night.
- I) No permanent markings are permitted on roads, trails, or trees.

**SECTION 5 - FEES AND CHARGES**

- A. The program provider will pay for any cleanup and/or damage to park property as a result of operating the outdoor program.
- B. The program provider will pay:
  - a) 15% of all gross revenues collected from program participants

OR

  - b) Nonprofit Training/Fundraising Activity fees will be according to the fee schedule below:

<u># of Class Participants</u>	<u>3 months</u>	<u>6 months</u>	<u>9 months</u>
0 – 20	\$ 100.00	\$ 200.00	\$300.00
21 – 35	200.00	375.00	550.00
36 – 50	500.00	800.00	1100.00
51 – 65	800.00	1200.00	1600.00
66 – 80	1200.00	1700.00	2200.00
81 – 99	1700.00	2300.00	2900.00
100+	2400.00	3100.00	3800.00

**SECTION 6 – OUTDOOR PROGRAM GENERAL GUIDELINES**

The Park and Recreation Board of the City of Dallas is committed in providing quality services to the public. Therefore, the applicant will examine these guidelines and specifications as they relate to the following:

- 1. The applicant will be required to enter into a written contract, Outdoor Program

Agreement, which will embody the content of the guidelines specified below granting him the privilege and right to provide outdoor programs.

2. The term of the Outdoor Program Agreement will be for the specified period of the Outdoor Program. Permit fees are non-refundable and permits are not transferable. The agreement is subject to conditions hereinafter stated, the violation of any one of which will be sufficient cause for cancellation of the agreement by the Park and Recreation Board of the City of Dallas and/or the Board's designated representative(s).
3. Equipment - All equipment and fixtures required for this program shall be of modern design, quality material, sufficient in number to adequately serve the public, and provided by the concessionaire at his expense and subject to approval by the Park and Recreation Board or its authorized representative. The concessionaire shall maintain equipment.
4. Personnel - Concessionaire agrees to provide supervision of this program to insure satisfactory operation to the Park and Recreation Board and efficient service to the public. The Park and Recreation Director shall have the right to supervise the manner of exercising the privilege granted and the conduct of the concessionaire and his employees.
5. Hours - The Park and Recreation Board, through its Director, reserves the right to regulate the hours the concessionaire may be in the park.
6. Concession Location - The Park and Recreation Board and/or the Director reserves the right to designate and/or restrict locations and/or areas of the park where concessionaires may set up/conduct a concession business.
7. Before submitting a request, applicant will be held responsible for having examined the park site and satisfied himself as to the existing conditions under which he will be obligated to operate or that will in any manner affect his services under the contract to include electrical service availability. No allowances shall be made in this connection in behalf of the applicant for any error or negligence on his part.
8. Revenue Reporting/ Class Participation - An authorized plan of accounting shall be established to fully reflect gross revenue and revenues paid to the City per the fee schedule in Section 5. By the 31<sup>st</sup> day of operation, contractor will submit a program report to the Park and Recreation Special Services Office detailing revenue for that month with an attestation of the accuracy of the information reported. The contractor must keep, on-site at all times, a class roster detailing each individual person attending the program. In addition, the class roster must also be provided to Special Services for each month the program is operating.
9. Cleanliness -The program shall be conducted in a clean, orderly and legitimate manner and in accordance with existing ordinances and laws. No rubbish, glass, plastic, or cardboard boxes of any kind shall be thrown upon the grounds or in any buildings by the contractor or anyone working for contractor.
10. Sublet of Concession - The contractor hereunder shall not sell, sublet or assign this contract or any portion thereof to any other person or persons, except upon the

written approval of the Park and Recreation Board. Any assign or lease under this provision shall be subject to all of the provisions of this contract.

11. Violation of Contract Law and/or Ordinances - In case that any sublease, assignee or employee of the contractor is found willfully violating any law or ordinance or condition of this contract or becomes objectionable and offensive to the good order and use of said grounds, the said contractor shall be required to remove any such person from said grounds at once. The Park and Recreation Board may, in addition thereto, terminate and cancel this agreement at its option, and have the equipment removed from the area.
12. Liability -The Park and Recreation Board does not guarantee police protection and will not be liable for any loss or damage sustained by the contractor. City agrees to allow the contractor to terminate service and remove equipment without penalty from park locations where excessive vandalism may occur. Determination of excessive vandalism will be according to the judgement of City's Supervisor of concessions, as the representative of the Park and Recreation Board, and the designated representative of the contractor. Contractor shall hold and save the City of Dallas whole and harmless from any and all claims for damages of whatsoever nature and kind, suffered or asserted to have been suffered by the person or property of any person whomsoever growing out of or resulting from or in anyway connected with the exercise of the privilege herein granted, except for any loss or damage resulting from the negligent acts of any employee of the City of Dallas. Nothing herein shall be construed to alter Contractor's status as an independent contractor. The City of Dallas expressly denies any implied master-servant relationship or any constructive employment of the contractor.
13. Program Compliance – Failure on the part of the program provider to comply with the provisions as set forth in this policy will result in the immediate cancellation of the program and the revoking of privileges to conduct future classes for minimum of one year.

## **SECTION 7 - PARKING CONSIDERATIONS**

- A. A combination of asphalt and flexbase parking lots are provided for parking throughout the park system. Spaces are made available on a first come first serve basis while park users are engaged in leisure activities.
- B. Patrons involved in outdoor organized activities are to be assigned parking spaces in accordance with the number of hard surface or flexbase spaces available and taking into consideration other known users of the parking facilities.  
Assignment of parking spaces will be made in cooperation with the Athletics and Reservations Office in conjunction with the application approval process.
- C. When the number of patron cars exceed the number of available parking spaces, the district park maintenance staff may authorize overflow parking in designated areas that will not negatively impact the adjacent communities or the environment.
- D. Activities large enough to require overflow parking must have trained, uniformed police officers present to ensure that there is no negative impact to the adjacent community, environmentally sensitive plant material or park property. All costs associated for hiring police personnel are the

responsibility of the individual/organization conducting the outdoor class/program.

- E. In park areas that have traffic gates, the decision to open and close the gates to accommodate the program will be made by the manager of the park maintenance district. Keys will not be issued to user groups. If staff is required to be present to unlock gates at times other than regularly scheduled work hours, the cost for staff salaries will be the paid by the event organizer.
- F. Should the demand for parking exceed the available hard surface and overflow parking areas, the class/program organizer will be required to identify and use off site parking that does not negatively impact residential areas and may require shuttle service. If off site parking is not feasible the class/program will be required to move to a location that has adequate designated parking areas.
- G. Failure on the part of the program provider to comply with parking requirements as set forth in this policy will result in the immediate cancellation of the permit to conduct the program and revoking of privileges to conduct future classes for a minimum of one year.

# ATTACHMENT I

## INSURANCE

**SECTION A.** Prior to the approval of this contract by the City, CONCESSIONAIRE shall furnish a completed Insurance Certificate to the Director's Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE DIRECTOR'S OFFICE, and no officer or employee shall have authority to waive this requirement.

### INSURANCE COVERAGE REQUIRED

**SECTION B.** CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverage and their limits when deemed necessary and prudent by City's Risk Management Division of Human Resources based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONCESSIONAIRE.

**SECTION C.** Subject to CONCESSIONAIRE'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONCESSIONAIRE shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONCESSIONSIRE'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following types(s) and amounts:

- |  |   |
|--|---|
| 1. Commercial General (public) Liability insurance including coverage for the following: | Combined Single Limit for bodily injury and property damage of \$300,000 per occurrence or its equivalent |
| a. Premises/operations   |   |
| b. Independent Contractors   |   |
| c. Products/completed operations   |   |
| d. Personal and Advertising injury   |   |
| e. Contractual liability   |   |
| f. Medical payments  |   |
| g. CITY'S property in the care, custody and control of the CONCESSIONAIRE                |   |
| h. Fire Legal Liability  |   |

## ADDITIONAL POLICY CONDITIONS

**CITY** shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by CITY, CONCESSIONAIRE shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

## REQUIRED PROVISIONS

CONCESSIONAIRE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees, and elected representatives as additional insureds, (as the interests of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the CITY for cancellation, nonrenewal, or material change at the two addresses shown below by registered mail;
- c. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Dallas where CITY is an additional insured shown on the policy;
- d. CONCESSIONAIRE agrees to waive subrogation against the City of Dallas, its officers and employees for injuries, including death, property damage, and any other loss;
- e. Provide that all provisions of this contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

## NOTICES

CONCESSIONAIRE shall notify the CITY in the event of any changes in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following addresses:

Park and Recreation  
Rosemary Lazalde, Special Services  
5620 Parkdale Drive  
Dallas, Texas 75227

Human Resources Department  
**Assistant Director, Risk Management Division**  
1500 Marilla, 1C-North  
Dallas, Texas 75201

**SECTION D. Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the CONCESSIONAIRE shall not relieve the CONCESSIONAIRE of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONCESSIONAIRE from liability.**

#### INDEMNITY

CONCESSIONAIRE agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONCESSIONAIRE'S breach of any of the terms or provisions of this contract, or by any other negligent or strictly liability act or omission of CONCESSIONAIRE, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to liability resulting from the sole negligence or fault of CITY, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of CONCESSIONAIRE and CITY, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

