



## COMMERCIAL USE OF DEDICATED PARKLAND

### APPLICATION & PERMIT PROCESS CHECKLIST

#### Step 1 Applicant

##### Completed Application

- Application Form *(MUST be completed by owner)*
- Additional personnel form *(for each additional personnel with signatures)*

#### Step 2 Applicant

##### Document to Submit

##### Notes

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> <a href="#">Insurance Certificate</a> <ul style="list-style-type: none"> <li><input type="checkbox"/> General and Auto</li> <li><input type="checkbox"/> Professional Liability Insurance</li> <li><input type="checkbox"/> Worker's Compensation</li> </ul> </li> <li><input type="checkbox"/> <a href="#">Sole Proprietor Letter</a></li> <li><input type="checkbox"/> <a href="#">Texas Sales and Use Permit (tax id)</a></li> <li><input type="checkbox"/> Texas Driver License Copy</li> <li><input type="checkbox"/> CPR Certification Copy</li> <li><input type="checkbox"/> First Aid Certification Copy</li> <li><input type="checkbox"/> Digital color head shot photo(s)</li> </ul> | <ul style="list-style-type: none"> <li><i>(see application packet exhibit C)<br/>(required)</i></li> <li><i>(required)</i></li> <li><i>(if NOT a sole proprietor)<br/>(see application packet exhibit D)</i></li> <li><i>(If applicable - see template in application packet)</i></li> <li><i>(applicant)</i></li> <li><i>(applicant, and personnel)</i></li> <li><i>(applicant, and personnel)</i></li> <li><i>(applicant, and personnel)</i></li> <li><i>(applicant, and personnel)</i></li> </ul> |
|--|--|

**\*NEW APPLICANTS:** Items due after application preliminary review and approval. This allows for questions and answers prior to having to procure or produce additional documentation.

**\*RETURNING APPLICANTS:** If NO changes to prior use requests, all items should be packaged with Step 1 application items.

#### Step 3 Parks and Recreation Department

##### City Permit Issuance

- City Commercial Use ID(s) printed
- Bill for permit *(\$50 fee/trainer/6 months)*
- Tracking *(track company monthly submittals)*



## COMMERCIAL USE OF DEDICATED PARKLAND

### APPLICATION FOR PERSONAL TRAINING & OTHER OUTDOOR PROFESSIONAL SERVICES

#### PERMIT REQUESTOR COMPANY INFORMATION

Company Owner:			
Company or Organization Name:	(the "Company")		
Tax ID			
Billing Address:	State:	Zip:	
Mobile #:	Emergency/ Alternate #:		
Email address:			

#### PERMIT DETAILS AND LOCATION INFORMATION

Please check predominant use. **(Check ONE)**

<input type="checkbox"/> <b>High Impact</b> Fitness, Cross Training or Professional Exercise Trainer	<input type="checkbox"/> <b>Medium Impact</b> Professional Exercise Trainer, smaller group sizes.	<input type="checkbox"/> <b>Light Impact</b> Yoga, Pilates or other Light Impact, or 3 clients/session or less	<input type="checkbox"/> <b>Dog Trainer - Dog Training</b> locations are approved on a case by case basis for appropriateness.
<b>Requested 6-Month Permit Term:</b>			
<input type="checkbox"/>	January 1 through June 30	<input type="checkbox"/>	July 1 through December 31
<b>Program/Activity Description</b> Describe the specific program/activity that will be conducted:			
Average participants per class:			
Describe in detail how the park land, park equipment, and park improvements will be used:			

*\*Permit holder must provide all documents before the Park Use Permit may be issued.*

**Lead Personnel for Company**

*(if different than company owner)*

Lead Personnel:							
Mobile #:							
Email address:							
Texas Driver's License or ID Card #:							
CPR Certification Expiration Date*:							
First Aid Certification Expiration Date:							
Amplified sound: <i>(\$30/trainer)</i>	Prohibited by law prior to 10 am.						
Days training will be conducted:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Time, or time blocks for activity:							
Park Location(s):							
<p>I verify that all of the above information is true. I have also read, understand, and am willing to comply with the park use policies and procedures as set forth by the City of Austin Parks and Recreation Department. I agree to the terms of this <b>six (6) Month</b> Commercial Use of Park Use Permit and am authorized to sign on behalf of the company or organization.</p>							
<p>Signature of Lead Personnel _____ Typed/ Clearly Printed Name _____ Date _____</p>							

Insert jpg image of Driver's License - [Click Below](#)

Insert jpg image of Headshot - [Click Below](#)

Insert jpg image of CPR Certification Card - [Click Below](#)

Insert jpg image of First Aid Certification Card - [Click Below](#)

## **Use Allowed**

Programs/activities as described in the program activity description section herein are allowed and must adhere to the rules attached as [EXHIBIT A](#) – Commercial Use - Rules Regarding Commercial Use of Dedicated Parkland. To the extent of any conflict between the program activities authorized in this Permit and other existing uses, the City reserves the right to adjust the uses authorized. This Permit may not be assigned.

Permit holder will uphold, abide by and enforce the rules and procedures set forth in [EXHIBIT A](#). **Permit holder** will advise and train permit holder's employees of the park use policies to ensure that all activities under this permit comply with the [EXHIBIT A](#). park use policies and procedures, and PARD park rules

## **Monthly Reporting Requirements – All Participants**

Regardless of the amount of participants, each Permit Holder shall provide the PARD point of contact with metrics for the previous month. Both free and paid classes must be reported. Use the Daily Use Summary Revenue Report - form attached as [EXHIBIT B](#).

[Download the monthly report.](#)

- Failure to submit a monthly report will be considered a material breach of contract and the Agreement may be terminated on the 20<sup>th</sup> of the month - ten (10) days after the report due date.

## **Permit Fee and Monthly Payment Requirements**

In exchange for this permit, permit holder has paid a registration fee of \$50.00. In addition, for every month in which permit holder provides personal training or fitness services to more than three (3) clients per session under this permit, permit holder shall make monthly payments in the amount of 45 cents per client per day based on the revenue schedule included in the Monthly Revenue and Activity Report; provided, however, that the monthly payments may not exceed \$1,500 for any six (6) month period.

## **Term/Termination**

This permit shall be effective from and after the date of signature by the permit holder and the Director of PARD or designee, and shall automatically terminate on the termination of the requested permit term selected, unless terminated earlier under this provision.

- The Director of PARD may terminate this registration upon five (5) business days notice to the permit holder upon determining that the permit holder caused or allowed others under the permit holder's control to cause damage to the park location beyond normal wear and tear.
  - If the permit is terminated due to property damage, the City may retain payments made by the permit holder to offset the damages, in addition to pursuing other legal remedies available.
- The Director of PARD may terminate this registration upon ten (10) business days notice to the permit holder upon determining that the permit holder caused or allowed others under the permit holder's control to cause a material breach of contract.
- The Director of PARD may terminate this registration upon thirty (30) business days notice for any reason.

## **NOTICE UNDER THIS AGREEMENT**

shall be in writing and shall be delivered by hand, by certified mail, electronic mail (e-mail) or by common carrier. Notice to a party shall be addressed to the City, or Organizer, as noted in this Agreement.

1. Notice by hand-delivery is deemed effective immediately.
2. Notice by certified mail is deemed effective 3 business days after deposit in U.S. Post Office or in a U.S. Mail Box.
3. Notice by electronic mail is deemed effective immediately.
4. Notice by common carrier, is deemed effective upon receipt.

If any party fails to properly fulfill its obligations under this Agreement in a timely manner, or if any party violates any of the provisions of this Agreement, the non-breaching party shall notify the other party in writing of the specific violations of the Agreement. If the breaching party has not cured any such violation as specified in the written notice or any extension within the time provided, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement. This Termination shall be made by sending written "Notice of Termination" to the breaching party.

- Failure by contractor, to comply with any material provisions of the Agreement shall constitute a material breach hereof.

## **Response to Complaints**

The Contractor shall respond to City or customer complaints or inquiries.

- The Contractor shall provide complete and accurate responses and records, rental agreements, contracts for service or similar as requested by the City.
- The Contractor shall provide information no later than 5:00 pm on the second business day after the complaint or inquiry is communicated.

## **Force Majeure**

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which said party is unable to prevent by the exercise of reasonable diligence.

If the Property, structures and/or improvements are wholly or partially destroyed or damaged by any cause, casualty, or unforeseen occurrence, or circumstances beyond City's control, rendering City's performance impossible, then this Agreement will automatically terminate and Organizer **waives and releases** any claim for damages or compensation from City on account of termination.

## **Insurance**

Registrant shall provide insurance as prescribed by rule by the Director of PARD and agrees to maintain, throughout the permit term, the insurance coverage described on [EXHIBIT C](#), which is attached to and made a part of this permit for all purposes. The insurance policies shall contain the correct endorsements in favor of the City of Austin.

- Applicants who meet the requirements for Sole Proprietorship may refer to [Exhibit D](#). If the statements are applicable, the permit applicant may submit the documents with a complete insurance certificate meeting the City of Austin requirements.

Registrant shall supply evidence of any required insurance coverage to the PARD Contact when registrant submits the signed application. If the required evidence of insurance is not provided at the time registrant submits this application, execution of the permit by City shall be delayed until adequate evidence is provided. In addition, if at any time during the term of this permit, City or PARD learns that any required insurance coverage has lapsed or been cancelled. City may immediately terminate this permit.

### Compliance with City of Austin Rules and Regulations

In addition to the specific rules and regulations established for this permit and use program, applicant acknowledges that each park and permit is subject to general park rules and regulations as currently exist and as may be adopted administratively or by ordinance by the City of Austin and agrees to abide by these rules and regulations.

### Indemnity/Waiver

Permit holder agrees to indemnify and hold harmless the City of Austin, its agents, employees, and assigns, against any liability based upon the services provided by the permit holder, the issuance of this permit, or the failure of permit holder to comply with the terms of the permit. Permit holder, permit holder's employees, volunteers, and clients waive any right they may have had to sue the City, its officers, employees, and assigns due to conduct under this permit.

Permit holder shall communicate the terms of this indemnity and waiver to all permit holder's employees, volunteers, and clients.

### Applicant's Verification:

I verify that all of the above information is true. I have also read, understand, and am willing to comply with the park use policies and procedures, and exhibits as set forth by the City of Austin Parks and Recreation Department. I agree to the terms of this **six (6) Month** Commercial Use of Park Use Permit and am authorized to sign on behalf of the company or organization.

By typing my name in the "applicant signature" line, I attest that this constitutes and represents my signature "electronically". **Electronic Signature Authorization:** I hereby acknowledge and agree that a signed, faxed, scanned copy or electronic signature of the Application shall be treated as an original document and signature binding me to the terms and conditions contained in the application. I authorize the City of Austin to accept the faxed, scanned copy or electronic signature of the Application as the original document and signature.

Signature of Company Owner	Typed/ Clearly Printed Name	Date
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### Submit Completed Applications:

#### Physical & Mailing Address:

Austin Parks and Recreation Department  
Attn: Office of Special Events  
200 South Lamar Boulevard, Austin, Texas 78704

#### Contact:

Office of Special Events  
Phone: (512) 974-6797  
E-mail: [reservations@austintexas.gov](mailto:reservations@austintexas.gov)

**Submit your application electronically**  
to: [reservations@austintexas.gov](mailto:reservations@austintexas.gov)

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**( OFFICE USE ONLY )**

**City of Austin Parks and Recreation Department Approvals:**

**Verified by:**

<b>Contract Compliance - Signature</b>	<b>Typed/Printed Name</b>	<b>Date</b>

<b>City of Austin Parks and Recreation Department Director or Designee</b>	<b>Typed/Printed Name</b>	<b>Date</b>



## Exhibit A – Commercial Use – Rules Regarding Commercial Use of Dedicated Parkland

A fee and use policy has been approved and rules developed to establish commercial use and location trends for regularly scheduled adult health and fitness activity in the Austin park system. This program includes revisions that protect the public’s use and provides health and fitness consultants, dog trainers, and other outdoor professional service provider’s reasonable access, use-based fee structure and equipment limits to minimize damage to Austin parks.

Item	Description, Rule or Information
1	<p><b>Approved Commercial Use:</b> Fitness Groups, Dog Trainers, Yoga Instruction, and other adult professional fitness services as approved by the Director of Parks and Recreation.</p> <p><u><b>Excluded activities include:</b> Permit holders may NOT provide and/or facilitate organized or sanctioned activities such as soccer tournaments, athletic leagues, practice sessions, or public events.</u></p> <p><u><b>Food and beverage sales</b> are prohibited without a separate concession permit, and health permit as required per session. Note there are limitations on temporary health permits per year per organization.</u></p> <p><b>Styrofoam, glass, and smoking are prohibited in all park facilities/grounds.</b></p> <p><b>No music/dj’s/stereos are allowed without additional amplified sound permits. Permits are required for all sound amplification.</b></p> <ul style="list-style-type: none"> <li>• <b>Amplified sound is not allowed before 10 am.</b></li> </ul>
2	<p><b>Use Session:</b> Block of time permit holder is allotted to provide service (2 hour maximum)</p>
3	<p><b>Regularly Scheduled Programming:</b> Permit holder plans and schedules a series of fitness sessions occurring in Austin parks (i.e. daily or weekly)</p>

Item	Description, Rule or Information
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4 **Approved Locations:** The inner city and urban area parks, as listed below, excluding off-leash areas, public walkways, and pre-defined use areas:

- |  |   |
|--|---|
| – Bailey District Park                                 | – Pease Park  |
| – Balcones District Park                               | – Ramsey Park   |
| – Battle Bend Park                                     | – Reed Park   |
| – Beverly S. Sheffield Northwest District Park         | – Riata Park  |
| – Bull Creek District Park                             | – Sir Swante Palm Park  |
| – Butler Shores  | – Springwoods Park  |
| – Circle C. Ranch Metropolitan Park on Slaughter Creek | – Tarrytown Park  |
| – Davis-White Northeast District Park                  | – Town Lake Metropolitan Park – E.R. Senior at Festival Beach |
| – Dick Nichols District Park                           | – Town Lake Metropolitan Park – Lakeshore                     |
| – Dove Springs District Park                           | – Town Lake Metropolitan Park – Longhorn Shores               |
| – Eilers (Deep Eddy) Park                              | – Trailhead Park  |
| – Garrison District Park                               | – Walnut Creek Metropolitan Park                              |
| – Givens District Park                                 | – West Enfield Park   |
| – Little Stacy Park                                    | – Woolridge Park  |
| – Longview Park  | – Zilker Metropolitan Park                                    |
| – Mable Davis District Park                            | (specific approval required Available January 1 – Labor Day)  |
| – Mary Moore Searight Metropolitan Park                |   |
| – Onion Creek Metropolitan Park                        |   |

5 **Excluded Areas:**

- Area specifically **dedicated to a use** that reasonably conflict with approved use is excluded. Example, fitness classes in an area dedicated to a children’s play area or basketball court is not appropriate.
- Shared parkland with Austin Independent School District (**AISD**) will not be an approved location for commercial activity at this time.
- Due to safety concerns, the hill, fountain, and dock area at **Butler Park** is excluded from commercial activity.
- The circular driveway and temporary parking area at The Long Center is excluded from commercial activity.
- Off-leash area at Auditorium Shores.
- Public walkways and pre-defined use areas such as public work out stations, or picnic pavilions/tables.
- **Parking Lots:** Dedicated parking lots may not be used for any fitness, training or professional service purpose at any time.

Item	Description, Rule or Information
6	<p><b>Restricted Equipment:</b></p> <p>Trainers may <b>not</b> bring equipment to parks that could damage the parkland, facility or pose a hazard to the general public.</p> <p>These items include but are not limited to:</p> <ul style="list-style-type: none"> <li>- Tractor tires, or ship ropes use for resistance training.</li> <li>- Vehicles on park property (prohibited by City Code/Law)</li> <li>- Cables or railroad ties</li> <li>- Attaching equipment to trees, hand rails or other fixed items.</li> </ul> <p><b>Approved Equipment:</b></p> <p>Trainers are allowed to bring yoga mats, water bottles, Dynamax medicine balls, rubber and TRX brand suspension bands.</p>
7	<p><b>Impact on public use and priority of the permit:</b></p> <p>Permit holders shall not interrupt existing use of an area by the general public and the public must always have access to park entrances. Blocking of public access is prohibited.</p> <p>Alternatively, if a fitness camp or training session has already begun and is in process, the general public may not interrupt an ongoing fitness class.</p>
8	<p><b>Permit Credential:</b> ID Card with Photo for each permit holder. Permit Holders are required to wear or have with them the permit credential when conducting business on City property. City retains the right to request proof of permit by requesting permit credential by any City of Austin employee.</p>
9	<p><b>Reporting Requirements for All Groups:</b> Each trainer is required to submit a commercial use report and, if applicable, remit payment by the 10<sup>th</sup> day of the following month. Each report shall identify the total number of attendees per month, free or paid classes, and fee calculation:</p> <p>All permit holders must have monthly financial reports that tie to the remitted fee reports. PARD shall have the right to audit and compare and any discrepancy may result in permit revocation for material breach.</p>

Item	Description, Rule or Information
10	<p><b>Fee per Trainer/Instructor and Reporting:</b></p> <ol style="list-style-type: none"> <li>1. Fee Per Instructor: \$50 Base Permit Registration Fee (per 6 months)</li> <li>2. Monthly Reporting: Report of all free or fee based clients (<a href="#">form</a>)</li> <li>3. Monthly Fee: Clients 0-3 per session, No Monthly Use Fee is required Clients 4+ per session, Monthly Use Fee of \$.45/Per Client/Per Day <ol style="list-style-type: none"> <li>a. Capped at \$1,500 <u>per 3 trainers/company</u>, within each 6 month permit period.</li> <li>b. <u>There may be three (3) trainers within the \$1,500 cap for each six (6) month permit period. Each individual trainer within this provision is required to register and pay the registration fee.</u></li> <li>c. Total number of attendees per month X 0.45¢ = Monthly Fee</li> </ol> </li> </ol>
11	<p><b>Enforcement:</b> <u>Austin Police Department</u>, PARD Park Rangers and PARD Staff. Violations of this permit or PARD rules may result in the revocation of permit. Three (3) or more violations by any permit holder shall result in permanent removal from the program.</p>
12	<p><b>Addition or Removal of Approved Park Locations:</b> PARD Staff may review the addition and/or deletion of approved locations at each 6 month review of the permitting program.</p>
13	<p><b>Commercial Youth Programming on Parkland:</b> Commercial youth programming will be considered with completion of a class/program proposal for programming through a PARD recreational facility that presents a need and interest in the proposed services. To submit class/program proposals please see: <a href="http://austintexas.gov/departments/parks-and-recreation/services">http://austintexas.gov/departments/parks-and-recreation/services</a>. Select "<u>Instructional Contractors at Recreation Facilities</u>".</p>

# Exhibit B – Monthly Daily Use Summary Revenue Report

Due no later than the 10<sup>th</sup> day of the following reporting month\*

[Download the monthly report.](#)

Sample.....

City of Austin Parks and Recreation Department Commercial Use of Dedicated Parkland Daily Use Summary and Monthly Revenue Activity								
Permit Holder - Daily Use Reporting Form								
<i>ALL trainers, all classes must be reported. NO more than 3 trainers/1500 maximum/6 months. Complete 1 form per month per trainer. Use drop down selection box. Form is due by the 10th day after the reporting month ends.</i>								
Company Name: _____								
Permit Holder 1: _____								
Permit Holder 2: _____								
Permit Holder 3: _____								
Year: 2018	Permit period and Month: _____							
	Choose one							
Day of Month	1 PAID clients / day	Free Classes, or 3 or less	2 PAID clients / day	Free Classes, or 3 or less	3 PAID clients / day	Free Classes, or 3 or less	Subtotal \$0.45/ paid trainee	Subtotal Free or 3 or less
1	0		0		0		\$0.00	0
2	0		0		0		\$0.00	0
3	0		0		0		\$0.00	0
4	0		0		0		\$0.00	0
5	0		0		0		\$0.00	0
6	0		0		0		\$0.00	0
7	0		0		0		\$0.00	0
8	0		0		0		\$0.00	0
9	0		0		0		\$0.00	0
10	0		0		0		\$0.00	0
11	0		0		0		\$0.00	0
12	0		0		0		\$0.00	0
13	0		0		0		\$0.00	0
14	0		0		0		\$0.00	0
15	0		0		0		\$0.00	0
16	0		0		0		\$0.00	0
17	0		0		0		\$0.00	0
18	0		0		0		\$0.00	0
19	0		0		0		\$0.00	0
20	0		0		0		\$0.00	0
21	0		0		0		\$0.00	0
22	0		0		0		\$0.00	0
23	0		0		0		\$0.00	0
24	0		0		0		\$0.00	0
25	0		0		0		\$0.00	0
26	0		0		0		\$0.00	0
27	0		0		0		\$0.00	0
28	0		0		0		\$0.00	0
29	0		0		0		\$0.00	0
30	0		0		0		\$0.00	0
31	0		0		0		\$0.00	0
<b>Total Free Participants:</b>			<b>Total Paid Participants</b>			<b>0</b>		
			<b>The total due this month is:</b>			<b>\$0.00</b>		
Permit Holder Verification: _____								
I verify that all of the above information is true. I have also read, understand, and will comply with the park use policies and procedures as set forth by the City of Austin Parks and Recreation Department.								
Signature			Printed Name			Date		
_____			_____			_____		
<b>Complete, print, sign and turn into your business or company manager for submittal.</b>								

Page 1

## Exhibit C - Insurance Requirements

CITY OF AUSTIN - CORPORATE RISK MANAGEMENT DIVISION  
INSURANCE REQUIREMENTS FOR PARK EVENTS and/or PERMITS  
**PROVIDE THIS DOCUMENT TO YOUR INSURANCE AGENT**

Required of all Special Events, Permit Requestors, or as required by rental agreement. The REQUESTOR shall carry insurance in the types and amounts indicated below for the **duration of the PERMIT/ AGREEMENT**. Others providing services for this event may also be required to provide insurance as identified by the description of their services. **Requestor means**: applicant, organizer, renter, permit applicant, and/or contractor as notated in the relevant application.

### Standard Insurance Requirements

(See Page 2 for: Certificate & Policy Requirements, Name and Address of City, etc.)

**Commercial General Liability Insurance** with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A (bodily injury and property damage) & B (personal and advertising injury). The policy shall contain the follow provisions:

- A. **Products and Completed Operations with a minimum limit of \$500,000**
- B. **Damage to Premises Rented to You or Fire Legal Liability with a minimum limit of \$50,000**
- C. **Independent Contractors coverage**

Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence.

- *If a **sole proprietor**, then modified Personal Automobile Liability Insurance requirements may apply to you. Request the statement of sole proprietorship to sign and date. The statement documents for PARD that you are a sole proprietor with no employees, subcontractors or independent contractors and that the only vehicle used to provide services is your personal vehicle.*

**Professional Liability Insurance:** Professional Liability Insurance Coverage. At a minimum limit of \$100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this permit.

**Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- *If a **sole proprietor**, then Worker's Compensation and Employers' Liability Insurance, does not apply to you. Request the statement of sole proprietorship to sign and date. The statement documents for PARD that you are a sole proprietor. However, if you have employees performing services, this insurance is required.*

**Insurance Certificate & Policy Provisions, Specifications, and Requirements:**

All required policies\* **shall be endorsed and certificates** shall reflect the following:

- A. **City of Austin listed as additional insured** (*not required on Workers Compensation and Employer's Liability Insurance*).
- B. **Waiver of Subrogation in favor of the City of Austin.**
- C. **30 day Notice of Cancellation in favor of the City of Austin.**

*\*The above endorsement requirements do not apply to Professional Liability Insurance*

**ALL ENDORSEMENTS** naming the **CITY** as Additional Insured, granting Waivers, and providing Notice of Cancellation, as well as all Certificates of Insurance **shall indicate:**

**City of Austin, ATTN: Parks and Recreation Department  
P.O. Box 1088  
Austin, Texas 78767**

The REQUESTOR must complete and forward the CITY standard certificate of insurance to the CITY **before** the PERMIT/AGREEMENT is executed as verification of coverage required in subparagraphs above. The REQUESTOR shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the CITY. Approval of insurance by the CITY shall not relieve or decrease the liability of the REQUESTOR hereunder.

The REQUESTOR'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

The "other" insurance clause shall not apply to the CITY where the CITY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the CITY and REQUESTOR, shall be considered primary coverage as applicable.

If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of the AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The REQUESTOR shall maintain coverage for the duration of this PERMIT/AGREEMENT and for a two year period following the end of this PERMIT/AGREEMENT. The REQUESTOR shall provide the CITY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the REQUESTOR shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The REQUESTOR shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the PERMIT/AGREEMENT or as required in the PERMIT/AGREEMENT.

The REQUESTOR shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The CITY reserves the right to review the insurance requirements set forth during the effective period of this PERMIT/AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the REQUESTOR.

The insurance coverages required are required minimums and are not intended to limit the responsibility or liability of the REQUESTOR.



## Exhibit D – Sole Proprietor Letter Samples

### Sole Proprietor Workers' Compensation Insurance Requirement

*NOTE - This statement can be used by a sole proprietor who will SOLELY complete the entire job with no employees or subcontractors. The letter shall be written on the contractor's letterhead and be submitted with the certificate of insurance indicating coverage for all other lines of insurance required by the City of Austin.*

*The attached form must be submitted with the certificate of insurance indicating coverage for all other lines of insurance required by the City of Austin.*

#### APPLICANT INSTRUCTIONS

1. Copy and paste text into your own letterhead.
2. Complete all required boxes and information blanks.
3. Print, sign and date.
4. Scan, or return original with the application packet.

**Statement of Sole Proprietorship – Worker’s Compensation**

**Date:**

**Applicant Name:**

**Business Name:**

This statement is being submitted in lieu of a certificate of insurance for the workers' compensation insurance coverage required by the City of Austin. I am a sole proprietor with no employees.

(Name of activity) \_\_\_\_\_ will be completed by myself without employees or subcontracted assistance.

I understand that if I hire anyone as an employee I will purchase Workers' Compensation Insurance coverage for the required limits and provide a certificate of insurance indicating this coverage immediately.

If I hire a subcontractor I will provide the City of Austin with the required proof of insurance for Workers' Compensation for each subcontractor. I understand that Workers' Compensation is required of all subcontractors.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Sole Proprietor**  
**Automobile Liability Statement - Use of Scheduled Autos**

***NOTE - This statement can be used by a sole proprietor who will SOLELY complete the entire job with no employees, subcontractors, or the help of a friend or volunteer which include the use of an automobile.***

***The attached form must be submitted with the certificate of insurance indicating coverage for all other lines of insurance required by the City of Austin.***

**APPLICANT INSTRUCTIONS**

1. Copy and paste text into your own letterhead.
2. Complete all required boxes and information blanks.
3. Print, sign and date.
4. Scan, or return original with the application packet.

## **Statement of Sole Proprietorship – Automobile Usage**

**Date:**

**Applicant Name:**

**Business Name:**

The services provided for this contract will include the use of my personal auto(s) only. All activities that include delivering, running errands or providing any other service requiring the use of an automobile will only be performed by me.

I will not be requesting any independent contractor, subcontractor, friend or volunteer to provide services requiring the use of an automobile for this contract.

I submit this statement with a certificate of insurance for my Personal Auto Liability policy in lieu of providing Business Automobile Liability as required in the Insurance Section of this application. If during the permit period I hire an employee, subcontractor or independent contractor or the services include the help of a friend or volunteer which include the use of an automobile, I will provide the City of Austin with the Business Automobile coverage as indicated in the contract documents prior to the use of the vehicle.

If during the permit period I begin providing services that include the use of owned autos not scheduled on this policy, hired or non-owned autos, I will provide the City of Austin with the Business Automobile Insurance coverage and all necessary documentation for those vehicles.

The Personal Auto Liability policy of the applicant is acceptable. The following minimum limits apply:

- \$100,000 bodily injury per person
- \$300,000 bodily injury per accident
- \$100,000 property damage per accident

The policy must provide the following endorsement in favor of the City:

- Additional Interest

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title