**City of Austin Parks and Recreation Department**

**Temporary Concession Application – Performing Artist**

This constitutes a request for permit approval by the Director. If approved, this will constitute a permit for park use under City Code Chapter § 8. **Please complete all boxes.**

**Incomplete applications will not be reviewed and will require resubmittal of a complete application**

**APPLICANT AND COMPANY INFORMATION**

|  |  |
| --- | --- |
| Contact Name: |  , Title of the Person…. |
| Company or Organization Name: |  , a Choose a state. Choose Organization Type (the “Company”)  |
| Billing Address: |   | State: | Choose State | Zip: |  |
| Mobile #: |   | Emergency #: |   |
| Email address: |   |
| Company website or social media account(s): |   |

# **Permit Fees:**

* Performing Artists permit fee - $10 / day
* Permits may be purchased in two (2) week increments

# **Notice of Requirements:**

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| * **Application:** no less than once per calendar year
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| * **Background Check**: Required to submit proof of a successful Criminal Background Investigation
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# **Requested Park Information:**

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| --- | --- |
| Park Name: |   |
| Preferred Location within Park: |   |
|  |
| Describe Performance: |   |

**Performing Artist Rules:**

A person may perform as an artist or entertainer in a park, but the person:

(a) May not block a sidewalk or trail, or impede pedestrian or vehicular traffic;

(b) May not block or impede access to a park concession;

(c) May not perform at a restricted-access event without the written permission of the event organizer;

(d) May not juggle potentially hazardous materials or items such as knives or fire; and

(e) Must comply with all otherwise applicable ordinances and rules

**Commercial Use and Concession**

**Standards for Operation**

Understanding that parks are a valuable resource for a large population who have diverse methods of recreation the purpose of this program is to balance the public’s ability to recreate while engaging visitors through professional instruction or experience.

As a permit holder using City of Austin parkland I shall:

Business Operation:

* Clearly display identifiable business/organization name, and staff
* Signage (including menu and pricing), uniform shirt, hat, or other
* Clearly display business contact information for patron feedback.
* Clearly display all required City of Austin permits.
* Commercial Activity location, stand, vehicle, trailer, and/or push cart must be clean and in operational condition without visible damage or defects.
* Shall not engage in conduct which could reasonably create a hostile work environment while on duty or on City premises, to include any work-related setting outside the workplace, such as trips, employment matters, or professional conferences, etc.

Public Interaction:

* Have a valid permit from the City of Austin Parks and Recreation Department and carry and/or display these credentials during business operations.
* Train employees in non-discrimination practices and standards to assure that no person be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, sex, age, disability or national origin.
* Follow ADA guidelines to provide and maintain access for people with disabilities.
* Follow the rules and City ordinances at park spaces and offer courtesy to park users
* Offer courtesy to others who are recreating in the parks.
* Provide a safe and quality experience to park patrons and employees.
* Ensure respect for public property and the property of residents and other businesses.

I understand the listed Standards of Operation and shall ensure compliance. I understand that Violations of the Standards of Operation may include warnings or up to and including termination of contract and permit revocation. The accumulation of no more than two (2) warning notifications may be given regarding the above written standards. Upon three (3) notifications the permit shall be revoked and contract terminated.

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature and Agreement:**

I certify that the information contained in this approval request is true and correct to the best of my knowledge, and that I am authorized to act on behalf of the Company listed in the request.

I have also read, understand, and I am willing to comply with the concession policies and procedures set by the City of Austin Parks and Recreation Department. Company acknowledges that each park and concession is subject to general park rules and regulations as currently exist and as may be adopted administratively orby ordinance by the City of Austin and agrees to abide by these rules, regulations and requirements.

IF the request is approved, the Company shall comply with, and shall require its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which the Company plans to use the Facility to comply with all federal, state and local laws and regulations, and with all applicable City policies, rules and procedures.

 IF the request is approved, the Company shall not bring or permit its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which the Company plans to use the Facility to bring or keep anything on City property that may adversely affect the Facility. The Company shall not bring or allow its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which the Company plans to use the Facility to bring any items onto the property, or place any decorations or other items on the Facility that may damage any portion of the Facility, including but not limited to trees, grounds, or plant life, without the prior written consent of the Parks and Recreation Department Director. The City reserves the right at any time and at its sole discretion to require the Company to remove from the Facility any animals, furniture, fixtures, wiring, exhibits, or other items brought onto the Facility by the Company. The Company shall immediately remove any item upon City’s request.

**Damage to City Property.** Concession holder must pay for all costs required to repair or replace City property, which is damaged by concession holder, its officers, employees, agents, invitees, guests, volunteers, or patrons.

**Indemnification.** IF the request is approved, Company shall indemnify, save, and hold harmless the City, its officers, employees, agents, licensees, and invitees any and all liability, damages, losses, claims, demands, and actions of any nature, due to personal injury (including, without limitation, workers' compensation and death claims), or property loss or damage of any kind which arises or is claimed to arise out of or is in any manner connected with the use of the City property or the presence on the City property of Production Company, its contractors, agents, invitees, guests, volunteers, and patrons of the attraction or function for which Production Company plans to use the Facility.

**Force Majeure.** In a disaster declaration, or conditions of force majeure - priority shall be given to emergency response in accordance with:

* 1. federal, state or locally issued disaster declarations;
	2. directives of the City Manager that require re-prioritization of essential and non-essential duties as defined by the Manager under the authority of the City Charter;
	3. modified operational periods that affect access to equipment, resources or staffing;
	4. permits, permit review and issuance may be affected or suspended in accordance with City Code Chapter 8 where a permit would constitute a threat to public health, safety or welfare.

Upon returning to substantially normal operations, permit processes shall continue in the order permit applications were received across the entire work unit impacted.

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|   | Click here to enter a date. |
| Signature of Applicant  | Date |
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**FOR PARD OFFICE USE ONLY**

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**Parks and Recreation Department Review:**

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|[ ]  Approved |[ ]  Denied |

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 Site’s Supervisor/ Printed Name Date

 Division Manager Signature

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|[ ]  Approved |[ ]  Denied |

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 Event Manager Signature Printed Name Date