

OFFICE USE ONLY

APPLICATION

RECEIVED _____

REVIEWED _____

APPROVED/DENIED _____

DEPOSIT \$ _____

DATE _____

COPY TO DIST. SUPERVISOR _____

REVISED 4.2024



LINCOLN
Parks and Recreation

Special Use Permit

Lincoln Parks & Recreation
Attn: Reservations
3131 "O" St., Suite 300
Lincoln, NE 68510

FOR ADDITIONAL INFORMATION, CONTACT:

Office: (402) 441-7847
Fax: (402) 441-9249
Hours: Monday - Friday
8:00am - 4:30pm
E-mail: reservations@lincoln.ne.gov
lincoln.ne.gov (keyword: reservation)

EVENT NAME _____

PARK/FACILITY _____ **SPECIFIC RENTAL AREA REQUESTED** _____

EVENT DATE(S) _____ **RAIN DATE(S) REQUESTED** _____

TYPE OF EVENT _____

HOURS REQUESTED _____ **SET UP TIME** _____ **EVENT TIME** _____ **CLEAN UP TIME** _____
*CLEAN UP MUST BE COMPLETED TO RECEIVE FULL REFUND OF DEPOSIT

OF ATTENDEES (ESTIMATED) _____ **CROWD ACTIVITY** (STAY OR COME/GO) _____

APPLICANT NAME _____ **PHONE** _____

ADDRESS _____ **EMAIL** _____

ORGANIZATION NAME _____ **ADDRESS** _____ **PHONE** _____

APPLICANTS POSITION WITHIN ORGANIZATION _____

ON-SITE SUPERVISOR DURING EVENT _____ **NAME** _____ **PHONE** _____

ADDRESS _____

All pages of permit must be completed in full before application is processed.
If an area is not needed for your event, please indicate with "N/A".

Event Activities

Describe the activities/event you are planning (attach additional sheets if needed)

* A detailed map is required at the time of application, even if you stay in one area of the park.

Proposed areas/equipment for entertainment or activities (including rentable shelters, tables, or athletic courts/fields?)

Facility Equipment

Are you bringing any of your own equipment for activities? Yes _____ No _____

If yes, please explain: _____

Will these require stakes, tie downs? Yes _____ No _____

Any staking/tie down system must be approved to avoid possible damage to utility & irrigation systems.

Will you be utilizing any tents/canopies? Yes, Setup Time: _____ No _____

If yes, please explain: _____

Tents over 200 square feet and canopies over 400 square feet require a permit from the Building and Safety Department

What are your electrical needs? _____

Electrical availability varies among park sites.

Will a stage be used? Yes _____ No _____

What type of sound system will you be utilizing? _____

Placement of sound equipment must be pre-approved.

Are you including a Bounce House or Inflatable at your event? Yes* _____ No _____

*** Please keep in mind that per the City of Lincoln’s Executive Order 092282, bounce houses shall only be permitted on park premises if provided by one of the City-permitted vendors. For more information on the Executive Order, visit - <https://www.lincoln.ne.gov/asp/city/clerk/docman.aspx?RecNum=124183&db=DOCMAN>, for the current list of City-permitted bounce house and inflatable vendors, please visit – www.lincoln.ne.gov/asp/city/facility/bounce.aspx**

Restrooms

Park Restrooms are scheduled to open April 15 thru October 31, depending on weather.

If your event is in an area where restrooms are not available or your event may overwhelm available restroom facilities, organizer may be required to provide portable restrooms at their own expense. General guidelines: 1 per 75 users = one (1) standard unit and 1 per 100 users = one (1) handicap accessible unit.

Please note that number of restrooms needed is determined by the number of participants and type of event.

Standard units _____ Handicap Accessible units _____

Parking & Traffic

Parking vehicles off hard surface roads/parking lots? Yes _____ No _____

Estimated number of vehicles? _____

Will anyone be driving off roads or parking lots? Yes _____ No _____

Explain _____

Will your activities access or cross any roadway or trail at any time? Yes _____ No _____

If yes, please attach a map of your proposed route and an explanation. *Note that it is the applicant’s responsibility to make arrangements with LPD for assistance with parking and traffic control at access points and roadway crossings.

Participation cost

Are there any costs to the participants (entry fees, vending, games, etc.) Yes _____ No _____

If yes, please explain: _____

Vendors - entertainment

Will you be having any type of entertainment? Yes _____ No _____

Vendors - Food

Using Caterers/Food Vendors? Yes _____ No _____

What Caterer/Vendor and type of vehicles will they be utilizing: _____

Will there be sales and distribution of food items? Yes _____ No _____

If yes, explain: _____

Please note that a separate permit to conduct business is required for sale of food or refreshments, equipment rentals, sales of merchandise, collection of admission fees or donations. Also, a separate permit from the Lincoln/Lancaster Health Department may be required for sale of food and beverages.

Marketing

Are you marketing and promoting the event for public participation? Yes _____ No _____

How is the event being marketed and promoted, including social media?

Cancellation policies

In the event of cancellation, how will participants and Parks & Recreation be notified?

Other

Will you have live animals in the park? If yes, please list _____

Questions/Comments:

STOP!

Before you turn in your application, make sure you have ALL files in order otherwise we may return your application without approval.

Please attach to the application **in this order** (if applicable).

IF an item is not needed, please indicate with an N/A.

- ____ Completed Application
- ____ Complete Payment (S.U.P. and all facility rentals) * **S.U.P. fee is non-refundable**
- ____ Certificate of Insurance
- ____ Permit to conduct business
- ____ Map of area
- ____ Additional Permits

**All pages of permit must be completed in full before application is processed.
If an area is not needed for your event, please indicate with "N/A".**

Applicant's acknowledgments:

The undersigned applicant(s), both personally and on behalf of the organization or members, in consideration of being issued a license for long term or multiple use of a City park or facility, agree and understand as follows:

1. To the fullest extent permitted by law, Applicant shall indemnify, defend and hold harmless City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from this Permit that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness and disease **including COVID-19 or novel coronavirus**, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Applicant, or anyone for whose acts any of them may be liable. City does not waive its governmental immunity by entering into this Permit and fully retains all immunities and defenses provided by law. This section survives any termination of this Permit. These obligations of Applicant remain continuous and uninterrupted for the entire term of the Permit. The applicant and its agents, members, participants and invitee shall fully comply with this application, as well as all applicable statutes, municipal ordinances, rules and regulations. Failure to fully comply as set forth therein may result in immediate termination of the license.
2. Applicant is fully aware and understands the specific risks associated with use of the Park/Facility including physical injury, sickness and disease **including COVID-19 or novel coronavirus**, and death, and that the use may be hazardous. Applicant and all event participants shall be required to follow all applicable rules and regulations, health and safety guidelines, and Directed Health Measures in place. Applicant shall also be required to obtain and keep signed Warning of Risk, Waiver, and Release of All Claims forms (see approved form attached hereto) from every participant and provide copies of all the signed forms to the Parks and Recreation Director when requested.
3. Applicant accepts the Park/Facility in its then current "as is" condition and acknowledges that the Park/Facility is in good and satisfactory condition at the time Applicant utilizes the Park/Facility. Applicant has inspected the Park/Facility and has determined the Park/Facility to be suitable for the uses intended. City is not responsible to make any improvements to the Park/Facility. All personal property on the Park/Facility shall be at the risk of the Applicant only. City shall not be or become liable for any damage to such personal property or for any damage arising from any act or neglect of Park/Facility, Applicant's employees, or invitees of the Park/Facility. No representations have been made by City as to the condition of the Park/Facility including any sanitization with regard to COVID-19. Applicant shall, at all times, keep the Park/Facility in clean, sanitary and safe condition, and in compliance with all codes and regulations and all health, safety, Directed Health Measures, and police regulations in force. Applicant shall ensure that all event participants utilizing the Park/Facility shall conduct themselves in accordance with the Rules. Applicant agrees to provide training and education as appropriate to all participants to ensure that the Rules are followed. Applicant shall cause all papers, rubbish, empty containers, garbage and other trash accumulated to be picked up and placed in suitable trash and garbage containers, which containers shall be kept in a clean and sanitary condition. At all times during the term of this Special Use Permit, Applicant shall comply with all environmental laws and permitting requirements impacting the Park/Facility.
4. Applicant shall obtain any necessary music licenses for any copyrighted music used, played or performed for the activities under this permit, which is the sole obligation of the applicant.
5. The applicant shall maintain public liability insurance for the duration of the permit with a minimum combined single limit of \$1,000,000 aggregate for any one occurrence, naming the City of Lincoln as an additional insured. The applicant shall file a certificate of insurance with the Director at the time of making application showing this policy issued by an insurance company authorized to do business in the State of Nebraska.
6. No alcohol is permitted on park property, subject to exceptions by City ordinance.

- _____ INITIAL I acknowledge that I have the authority to sign on behalf of the organization
- _____ INITIAL I have submitted this application with the \$ 100 Special Use Permit fee that will not be refunded if the event is canceled.
- _____ INITIAL I understand that this application must be reviewed by parks staff prior to approval for use of park facilities. I also understand that insurance is required for use of park property.
- _____ INITIAL I understand that a certificate of liability insurance in the amount of \$1,000,000, naming the City of Lincoln (not Lincoln Parks & Recreation) as an additionally insured, must be submitted at least 30 days prior to the event (two weeks prior to the beginning date of use).
- _____ INITIAL I understand that for our event, a detailed map must be submitted at the time the application is made. If there are route changes, the updated map must be submitted no later than four (4) weeks prior to the beginning date of use.*
- _____ INITIAL I understand that additional costs for shelter rentals or other lost revenue sources may be applicable for a "special use" of the park facility, and must be paid when the Special Use Permit is submitted.
- _____ INITIAL I have read all of the above information and initialed each bullet item indicating that I fully understand what is required at the time of application for this application to be processed and approved.

This application shall not be determined as an immediate authorization for use of park property or facility. Authorization is given only when all necessary information is provided and reviews are completed and approval is granted. At that time the applicants will be notified upon approval or denial of this application. **DATE:** _____

APPLICANT PRINTED NAME: _____ **SIGNATURE:** _____