



PARK USE REQUEST APPLICATION

VENDOR INFORMATION

Name of business: _____

DBA: _____

Business owner / Contact person: _____

Address/City/State/Zip: _____

Phone: _____ Email: _____

EVENT INFORMATION

Name of event: _____

Description of business: _____

Park requested: _____

Location in park requesting: _____

Day/date(s) of event: _____

Event start time: _____ Event end time: _____

Set-up start time: _____ Time out after clean up: _____

Will food or beverages be sold? NO YES

If yes, food/beverage permit from the Erie County Department of Health is necessary.

Will alcohol be served: NO YES

If yes, a liquor permit from the New York State Liquor Authority is necessary.

Permit is issued subject to provisions of the City Ordinances, Chapter 413-34, Article V, and 413-67, Article V and must be kept on the premises until the expiration date. Permittee is responsible for the cleanup and removal of all debris and litter resulting from the use of this permit. Through traffic lane must be maintained for emergency vehicles.

Park Use Request Application (Continued)

Fees	Total Fee
<input checked="" type="checkbox"/> Application fee: \$25	_____
<input type="checkbox"/> Individual day: \$200	_____
<input type="checkbox"/> Seasonal fee April - October: \$500/district	_____
<input type="checkbox"/> Each additional district: \$200/district	_____
Total Due	_____

(Checks payable to Buffalo Olmsted Parks Conservancy, Inc.)

Next Steps

1. Complete and sign the Park Use Request Application, Vendor Agreement, and Hold Harmless Agreement and send to Natalie@bfloparks.org or mail to:

Earned Income Manager
 84 Parkside Avenue
 Buffalo, NY 14214
2. A Buffalo Olmsted Parks Conservancy (BOPC) representative will contact applicant for additional information, if necessary
3. If applicable, the BOPC will require insurance certificate; Department of Health Permit and/or Liquor License prior to final approval
4. Once provisional approval is given, total amount due must be paid in full
5. Once all information, documentation and fees are collected approval will be given and a digital permit will be sent to Vendor
6. The BOPC will add the Vendor to our website and promote Vendor on social media. *Promotional post on social media is at BOPC's discretion*
7. Have a great Season!

Applicant signature _____ **Date** _____

Office Use Only:

<u>Date</u>	<u>Pymt Method</u>	<u>Rec'd by</u>	<u>Amount Pd</u>	<u>Balance Due</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Check all Applicable:

Application ___ Hold Harmless Agreement ___ Vendor Agreement ___ Insurance ___

Department of Health Permit ___ Liquor License ___



BUFFALO OLMSTED PARKS CONSERVANCY VENDOR AGREEMENT

- 1) Vendor will not be authorized on park property to sell their services until a digital permit is issued by the Buffalo Olmsted Parks Conservancy. The Vendor must be at least 18 years of age and have a copy of the approved permit and insurance certificate in their possession on site while Vendor is operational.
- 2) Due to possible damage to the landscape or potentially hazardous conditions, the following are prohibited within the parks:
 - Driving or parking any vehicle on the grass or landscape.
 - Placing chemical toilets on the lawn or landscape.
 - Alcohol is prohibited unless all necessary licenses and permits have been obtained. If alcohol is served or evident without proper permits, alcohol may be confiscated and/or Vendor permit may be immediately revoked without a refund of fees.
 - Tying, draping, or attaching in any way a rope, props, or equipment to trees, shrubs, fences, or benches.
 - Tying or attaching anything to any architectural features, statues, sculptures, or fountains.
 - Cutting, tying back, or altering shrubs, plantings, or trees in any way.
 - Digging and/or staking.
 - Laying uncovered cables across pathways, walkways, or drives- either indoors or outdoors- is a safety hazard and is unacceptable; Vendors must use cable ramps.
 - Using open flames such as BBQs, campfires, or torches without a permit from the City of Buffalo, except in public receptacles furnished by the City
 - Using benches or other park structures as storage areas.
 - Overnight camping in the park by Vendor.
- 3) Vendor approvals will not be issued if the business interferes unreasonably with the enjoyment of the park by other users, or another previously approved vendor.
- 4) Licenses, fees, and the certificate of insurance must be presented to the Conservancy no later than 30 days prior to the event. Upon receipt of the digital permit, the date(s) of the event will be secured.
- 5) Cancellations must be made at least 30 days before the event to receive a full refund. A fee of \$250 will be deducted from any refund if cancellation is made less than 30 days prior to the event date.
- 6) The Vendor is responsible for cleaning and restoring the area after the event and is liable for any/all damages. The rented areas must be left in the same clean and undamaged condition as was found prior to the event including floors, counters, bar area, tables, chairs, lawn, trash receptacles, and picnic tables.
- 7) If the Park Use Request Application is approved, the Vendor shall be subject to the rules and regulations pertaining to the Buffalo Olmsted Parks, and to all regulations, ordinances, and other laws of all other City, County, State, and Federal Departments insofar as they may apply. Falsifying information on the Park Use Request Application will result in the forfeiture of fees.

Vendor Agreement (Continued)

- 8) Should there be any injuries, accidents, or other health incidents at your event, you must immediately notify emergency services. Please inform Buffalo Olmsted Parks Conservancy of the incident as soon as possible.
- 9) The Vendor is solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property, including but not limited to musical or other performance rights for the event. The Buffalo Olmsted Parks Conservancy is not responsible for ensuring that all necessary permissions for the use of intellectual property have been obtained.
- 10) The Vendor also hereby agrees to provide evidence of insurance policies of General Liability and/or Special Event Liability, if needed, (in the form of an ACORD Certificate of Liability insurance). If alcohol is sold or served at the event, the event organizer agrees to provide evidence of a NYS alcohol permit and Liquor Liability insurance. The event organizer agrees to maintain said policies of insurance in force during the permitted event, including the opening date, closing date, set-up date and breakdown date. Said policies of insurance shall protect against liability arising from all matters in connection with the permitted event and/or in any way relating to permit holder's activities in connection therewith. Said policies of General Liability and/or Special Event Liability and Liquor Liability insurance coverage shall each be maintained in the sum of not less than \$1,000,000 per occurrence and name the City of Buffalo AND the Buffalo Olmsted Parks Conservancy as "additional insured" parties.
- 11) A Hold Harmless Agreement indemnifying Buffalo Olmsted Parks Conservancy, and the City of Buffalo is required for all Vendors.
- 13) No person shall engage in the non-commercial distribution of products and/or materials (other than printed or similarly expressive material) without written approval from the Buffalo Olmsted Parks Conservancy. Such approval shall be issued only if it is determined that the distribution will be conducted in a manner consistent with the public's free use and enjoyment of the park or facility in question.
- 14) Solicitation of funds or the collection of contributions within the park, except from the fixed location approved in the Park Use Request Application, is prohibited.
- 15) Non-commercial literature or pamphlets may only be distributed within or adjacent to any park area from a fixed location. Distribution of commercial literature or advertisements is prohibited.
- 16) During the planning of the Vendor events, the Buffalo Olmsted Parks Conservancy may alter or add terms and conditions, as necessary. The Park Use Request Application is not transferable and is revocable at the discretion of the Conservancy. The Buffalo Olmsted Parks Conservancy may also establish additional special event guidelines.
- 17) The Vendor is responsible for ensuring all trash is deposited in provided trash receptacles and ensure the park/building is left in good condition.
- 18) Parking Plan: The Vendor should plan for safe arrival, departure, and parking for the event attendees, participants, and third-party vendors. Please keep in mind that ALL vehicles are prohibited from driving or parking on the grass. As a Vendor you are responsible for informing all participants, volunteers, attendees, and third-party vendors of the parking regulations.

Vendor Agreement (Continued)

19) Security and Medical Plan: As a Vendor you are required to provide a safe and secure environment for your event. This is accomplished through sound planning. This should include, but is not limited to, the hiring of private security companies, licensed professional emergency medical services, crowd control, venue safety planning, have a communication plan in case of an emergency, etc.

20) Additional Responsibilities: The person/business named in this Park Use Request Application (Name of Business or Contact person) will be responsible for the conduct of the group and for the condition of the reserved park area. Your event is subject to all Municipal Ordinances as defined by the City of Buffalo, in addition to all rules and regulations governing the City's parks. The Vendor agrees that during the use of the park facility, the sponsoring person/organization will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, color, creed, national origin, or disability.

21) Alcoholic Beverages: For Vendors serving or selling alcohol a liquor license is mandatory. The Vendor must also obtain and submit a general liability insurance policy certificate in the amount of \$1,000,000 naming the Buffalo Olmsted Parks Conservancy and the City of Buffalo as additional insured parties.

- The NYS Liquor Authority has specific security requirements to obtain a liquor permit. These plans may be subject to review by the City of Buffalo Special Events Office, Police and Fire Departments who may make additional recommendations.
- Temporary Liquor Permits are obtained online through the NYS Liquor Authority (www.sla.ny.gov). These can take 3-4 weeks to process, please plan accordingly. The application must be signed by the City of Buffalo Special Events Office as the Landlord – they are NOT signed by the Conservancy.

22) If Vendor requests area outside of what is listed on the Park Use Request Application it may be considered a special event by the City of Buffalo. For special events such as a run, walk-a- please contact Arlene Mustafa at 716-851-9670.

Please mail/email your application & signed regulations forms to:

Earned Income Manager
Buffalo Olmsted Parks Conservancy
84 Parkside Avenue
Buffalo, NY 14214
Natalie@bfloparks.org

I have read the above and agree to follow the regulations.

Signature of Vendor

Today's Date

Print Name of Vendor



HOLD HARMLESS AGREEMENT

By signing the Park Use Request Application and Vendor Agreement, the undersigned VENDOR and/or PERMIT HOLDER hereby agrees to defend, indemnify and hold harmless the BUFFALO OLMSTED PARKS CONSERVANCY and THE CITY OF BUFFALO, its officers and employees against any and all claims, lawsuits, causes of action, judgments, or other liability, arising from injury to person or property, sustained by any person, association, partnership, corporation, or other entity, arising directly or indirectly from the acts or neglect of the VENDOR and/or PERMIT HOLDER, its officers, agents, employees or members, participants, guests, invitees, or persons under the control of the VENDOR and/or PERMIT HOLDER.

In furtherance of the foregoing indemnification, the VENDOR and/or PERMIT HOLDER also hereby agrees to provide evidence (in the form of an ACORD certificate of liability insurance) of insurance policies of General Liability and/or Special Event Liability (if needed), and Liquor Liability insurance whenever alcohol is served or sold as a part of the permitted Vendor and/or permit, and agrees to maintain said policies of insurance in force during the course of the permitted dates set in the Park Use Request Application Vendor, including set-up, event, and clean-up time. Said policies of insurance shall protect against liability arising from all matters in connection with the permitted Vendor and/or in any way relating the VENDOR and/or PERMIT HOLDER'S activities in connection therewith. Said policies of General Liability and/or Special Event Liability, and/or Liquor Liability insurance coverage shall each be maintained in the sum of not less than \$1,000,000 per occurrence (or higher amount at the sole discretion of the City of Buffalo).

The CITY OF BUFFALO and BUFFALO OLMSTED PARKS CONSERVANCY shall be named as additional insured and certificate holder under General Liability, including any excess/umbrella liability policy, and/or Special Events Liability, and/or Liquor Liability insurance policies (with the permitted event being set forth or described in the description of operations box of the certificate of insurance).

At its own expense, the VENDOR and/or PERMIT HOLDER shall defend all causes of action, lawsuits or claims brought against the BUFFALO OLMSTED PARKS CONSERVANCY and THE CITY OF BUFFALO, its officers, or employees.

Name of Vendor

Signature of Vendor

Date

Mailing Address (City, State, Zip)

Telephone Number

Email