



ST. CHARLES PARKS AND RECREATION BOARD

VENDOR USE AGREEMENT POLICY

The St. Charles Parks and Recreation Department, hereinafter “**Department**”, of the City of St. Charles, Missouri, hereinafter “**City**”, operates and maintains public park facilities at various locations throughout the City.

It is the purpose of this policy to regulate and control the number and type of Vendors operating in the City’s Parks. Furthermore, it is the intent to set a standard of expectation for Vendors which is consistent with the level of service expected from our Parks system as a whole, while offering beneficial amenities for the citizens of the City and the users of said facilities. A Vendor is defined as a person or company offering for sale a product or a service requested by a person/group renting a facility from the Department. The person/group renting the facility is hereinafter “**Renter**”.

1. **Availability**

- a. The Vendor shall operate only within the area and at such times specified in a permit, and for only such times. Unless prior written authorization is given to Vendor to operate outside of normal park operating hours, Vendor shall operate only during the times that a Park is open to the public, and within the time reserved by the Renter of the facility/space. If providing the service requires equipment to be present outside of rented times, an additional fee will be charged. Department may impose additional reasonable limits on operation times.

2. **Modifications**

- a. The Parks and Recreation Board, hereinafter “**Board**”, appoint the Director, or Director’s designee, to reserve the right to modify or waive any policy or fee as it deems necessary and in the best interest of the City.

3. **Permit Procedures**

- a. A designee of the Vendor must complete the Permit Application and submit it to Department no less than 30 days prior to event.
- b. Incomplete or late requests could result in the request being denied.
- c. A Certificate of Insurance as determined by the City and St. Charles Parks and Recreation Board naming the City as additional insured, with appropriate coverage and language, must be submitted at least 30 days prior to the event as outlined within the Insurance provisions of this Policy.

4. **Inclement Weather**

Department reserves the right to postpone, cancel or delay any activity. The decision to start any activity rests solely with Department. If the activity has been started, it is the responsibility of the Vendor to cancel or delay the same for the safety of the participants and to maintain acceptable conditions of the space. It is, however, presumed that Parks facilities that are outdoors will encounter periods of inclement weather to include rain, snow, extreme cold and heat. Unless an event is cancelled by the Department for safety reasons or to preserve facilities, there will be no refunds for

facilities or permit fees as a result of such inclement weather.

5. **Permit Use Regulations**

- a. In case of the potential for loud or projected sounds, care should be taken to avoid disturbing other park visitors and neighboring residents, and Vendor shall act at all times in accordance with the Noise Ordinance in Chapter 230 of the City's Code of Ordinances.
- b. The Vendor or its successors or assigns will not assign, mortgage, pledge or otherwise encumber the issued Permit or sublet any Area of other portion thereof, or allow the rights under the Permit to be used by others.
- c. Vehicles may not be driven or parked on grass surfaces, sidewalks, service drives or emergency zones. Only parking lots may be used for loading and unloading.
- d. Apparatus or equipment may not be located or stored at the facility unless prior written approval has been given by Department for the use and location of such equipment.
- e. Department may revoke any permit granted if it is determined that the application for the permit contained any misrepresentation or false statement, that space is being used for an activity other than that listed on the application, that any condition set forth in the policies are not being complied with, or that the safety of the participants in the activities of the applicant or other patrons/visitors is endangered by the continuation of the activity.
- f. Vendor's service/product is to be provided to the Renter and its invited guests, only. Payment for Vendor service/product is the responsibility of Renter. Individual sales to park patrons outside of Renter's event are prohibited.
- g. Department is permitting Vendor to operate in the City's parks and, as such, Vendor is responsible for the payment of Vendor fees to Department.
- h. The area specified in the permit must be left in a clean and neat condition, and without damage to grounds, Department equipment or facilities. If it is necessary for Department to provide cleaning services or repair following a Vendor's event, additional fees will be charged.
- i. The Vendor will cooperate with all requests made by a Staff Member of the City and/or Department.
- j. The Vendor shall operate in such a manner as to conform to all applicable federal, state, county and municipal laws, ordinances and codes.
- k. All equipment needed for the provision of service/product which may relate to the activity or event covered by the permit shall be provided by the Vendor unless otherwise noted. Vendor shall maintain all such equipment in a safe operating condition. Department reserves the right to inspect the equipment at any time it is present on Department property.
- l. All terms and conditions set forth in an application for a Permit are hereby incorporated and considered a part of this Policy as if fully expressed herein.
- m. Vendor agrees that, as it may relate to the Vendor's provision of service/product to the public under this Agreement, neither it nor anyone under its control shall allow or engage in discrimination against any employee, worker or applicant for employment or any customer because of race, color, creed, religion, national origin or ancestry, sex, age, handicapped status, or veteran status.

6. **Insurance**

Waivers of Liability Requirements

Vendor retains sole responsibility for its merchandise and/or use of equipment throughout the approved agreement. Vendor shall release, indemnify, defend and hold harmless City, its elected and appointed officials, successors, assigns, legal representatives, officers, employees and agents (collectively, "indemnities") for, from and against any and all claims, liabilities, cost damages, losses, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs,

attorneys' fees and costs of investigation or otherwise) (collectively "liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) merchandise loss or property damage of any kind whatsoever resulting from or connected to the operation of Vendor.

Liability Insurance Requirements:

In an effort to manage risk and promote the maximum utilization of Department or City facilities, the amount of insurance coverage required for an event/activity may adjust based upon risk assessment. For purposes of determining insurance requirements, events/activities are divided into three categories (High, Medium or Low) based upon the risk of injury or damage associated with the event/activity. The Special Event/Activity Liability Insurance Requirement Policy is attached and the Department will specify the category of risk applicable to the Vendor's provision of service/product at the Renter's event.

Certificate of Insurance and Endorsement Requirements:

A Certificate of Insurance and an Additional Insured Endorsement must be provided to the Department in the specified form and required amount at least thirty (30) days before the date of the event/activity or the event/activity will not be allowed to occur on City property. A Certificate of Insurance and Additional Insured Endorsement can be obtained from your insurance broker. The Certificate of Insurance must name the City of St. Charles, Missouri as:

1. The **certificate holder**, with the correct address of the City of:
"City of Saint Charles, 200 North Second Street, St. Charles, Missouri, 63301"

AND

2. An **additional primary insured**, with substantially the following words on the Certificate in the description line with name of the activity/event and date:
"This insurance is primary to the insurance coverage of the City of St. Charles, Missouri which shall be non-contributory."

The Additional Insured Endorsement must name the City of St. Charles, Missouri as an additional insured and contain substantially the following words:

"This insurance is primary to the insurance coverage of the City of St. Charles, Missouri which shall be non-contributory."

7. **Fees**

The Vendor shall remit all Fees due to the Department in the form of a personal check, cashier's check or money order, payable to the St. Charles Parks and Recreation Department, or by credit / debit card (cash prohibited). Payment is required at the time of approval of the application.

Fee Schedule*

Service	Quantity	Per Day Fee	Day Prior Or After
Inflatables	Up to 3 rides	\$35	\$100
Inflatables	4 or more rides	\$35 + \$10 Per addl ride	\$100
Mobile Amusements	1 mobile unit	\$35	\$100
Entertainers/Performers	1 Entertainer	\$35	\$100
Food Trucks	1 Truck	\$35	\$100
Portable Bathrooms			Cost of facility rental fee
Tents	Per tent 50ft or larger	\$35	Cost of facility rental fee
Bands/DJ's		\$50	\$100
Petting Zoo/Pony Ride	Up to 5 animals	\$75	\$100
Petting Zoo/Pony Ride	6+ animals	\$75 + \$7 per addl animal	\$200
Mechanical Rides	Per ride	\$35	\$100

*Pricing is subject to change

8. **Miscellaneous**

- a. Nothing herein shall be interpreted or applied as a waiver of the City's sovereign immunity.
- b. Nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the City, the Department and the Vendor.



VENDOR APPLICATION

**Please complete all applicable information;
incomplete applications may delay process.**

To be permitted to operate in St. Charles City Parks, you must complete this form and meet all requirements no less than 30 days prior to event. Please fill in applicant information and then skip to the appropriate section for the permit you are applying for.

APPLICANT INFORMATION

Legal Company/Vendor Name: _____

Doing Business As: _____

Contact Name: _____

Telephone Number: _____ **Email Address:** _____

Mailing Address: _____

City, State, Zip Code: _____

By signing this application form, it is agreed the Contact/Organizer has received, read and understands the Vendor Use Agreement Policy and all fees applicable to the use of St. Charles Parks and Recreation Department Property. Misuse of Park Property or falsification of the Event as presented in this application may result in rejection or termination of this application or future applications.

By signing this application form, it is further agreed and understood that the Contact/Organizer agrees to all terms and conditions of the St. Charles Parks and Recreation Board Vendor Use Agreement Policy which are incorporated herein as if fully set forth.

Signature of Applicant: _____ **Date:** _____

AMUSEMENT RIDES/INFLATABLES/BOUNCE HOUSE PERMIT

Park/Shelter: _____ Date: _____

Name of Renter: _____

of Inflatables: _____ *Permit Fee and Insurance requirements are different for up to two inflatables, versus 3 or more inflatables. Please be sure to read the insurance requirements carefully and submit your COI accordingly.*

Please note that water amusements cannot be used in the Parks and will not be approved. There is no refund of permit fees due to inclement weather. The **VENDOR** shall permit at all reasonable times, the **DEPARTMENT'S** employees and agents to inspect the **VENDOR'S** equipment with regard to the terms and conditions of Park Policy. If mechanical rides are desired, you must contact the Department regarding type of placement of rides. Vendor should be prepared to provide required electrical needs for equipment. *Certificate of Insurance due at least 30 days prior to event.*

MOBILE ENTERTAINMENT PERMIT

Park/Shelter #: _____ Date: _____

Name of Renter: _____

Type of Mobile Entertainment: _____

Mobile entertainment includes mobile video/game busses, bubble busses, gymnastics busses, and all other mobile entertainment.

Please note that there is no refund of fees due to inclement weather. The **VENDOR** shall permit at all reasonable times, the **DEPARTMENT'S** employees and agents to inspect the **VENDOR'S** equipment and/or facilities with regard to the terms and conditions of Park Policy. Mobile entertainment vehicles should remain on paved roads and should not park in the grass at any time. Vendor should be prepared to provide required electrical needs for equipment. *Certificate of Insurance is due at least 30 days prior to event.*

ANIMAL ENCOUNTER PERMIT

Park/Shelter #: _____ Date: _____

Name of Renter: _____

Type of Animal Vendor (Zoo/Pony Rides/Show/Other): _____

Number of Animals: _____ *Permit Fee and insurance may vary depending on the number of and type of encounter. Please be sure to read the insurance requirements carefully and submit your COI accordingly.*

With regard to animal encounters the **VENDOR** shall comply with the following relative to environmental health/humane considerations:

- 1) The animals must be healthy, strong, and in good flesh.
- 2) The **VENDOR** shall use every reasonable precaution to ensure that the animals are not teased, abused, mistreated, annoyed, tormented, or in any manner made to suffer by any person or by any means.

- 3) The area of all animal encounters must be kept clean of all droppings. A container with a tight-fitting lid shall be on hand to receive droppings. The droppings must then be disposed of in a sanitary manner.
- 4) A shaded area and adequate water must be available for the animals if the weather is extremely hot.
- 5) Every reasonable effort must be made to control flies in the pony ride and/or petting zoo area.
- 6) Pony rides are to be restricted to paved areas unless other locations are approved by the DEPARTMENT.
- 7) The VENDOR shall permit, at all reasonable times, the **DEPARTMENT'S** employees and agents to inspect the **VENDOR'S** animals, equipment and/or facilities in regards to the terms and conditions of this **Agreement**.

Certificate of Insurance is due at least 30 days prior to Event.

FOOD TRUCK PERMIT

Park/Shelter #: _____ Date: _____

Name of Renter: _____

Type of Service Vehicle: _____

Do you have proper permits through the St. Charles County Health Department? _____

Are you up to date on your City of St. Charles Tourism Tax? _____

(Please provide a photo or website of the vehicle that you provide food from. Indicate whether it is a stand-alone food truck, food cart, or catered food in which the vehicle serves as a mode of transportation only)

All food must be paid for by the Facility Renter, therefore serving as a caterer to the Renter. Individual sales may NOT be made inside a Park by the food truck at any time. Food truck should contact the Department prior to event to get instruction as to where to park the truck both for safety and to reduce traffic issues. Vendor retain sole responsibility for their merchandise throughout the rental. All tourism taxes due to the City of St. Charles must be paid in full before a food truck can operate inside the park. Vendor should be prepared to provide required electrical needs for trucks. *Certificate of Insurance is due at least 30 days prior to event.*

LIVE PERFORMANCE PERMIT

Park/Shelter # _____

Name of Renter: _____

Type of Entertainment: _____

Date and Time of Performance: _____

(Be sure to include end time)

Live performers refer to clowns, magicians, dancers, bands, DJ's and all other types of live performers. Sound should be kept at a level so as not to disturb other park-goers, shelter renters and residents in the area. City of St. Charles Noise Ordinance Chapter 230 should be

followed at all times. Vendor should be prepared to provide required electrical needs for all equipment. ***Certificate of Insurance is due at least 30 days prior to event.***

TENT PERMIT

Park/Shelter: _____ Date: _____

Name of Renter: _____

Desired Location of Tent: _____
(In relation to Shelter. Attach site map if needed to explain).

Size of Tent: _____ Number of Tents: _____

Set Up Date: _____ Take Down Date: _____

Tents may only be in Park on date of rented shelter. If it is required that they be set up or removed on another day before or after event, additional shelter fees will apply.

This form is required for all tents larger than 10 X 10. If a tent is larger than 200 square feet, it may also require authorization from Community Development. Location of tents MUST be coordinated with DEPARTMENT so utility and water lines can be marked and the proper installation method is used to avoid damage to Parks. Vendor will be responsible for any damage done to property by not following the markings/instruction provided by Department. At least one week's notice is required before placing any tent larger than a 10 X 10 pop-up tent in the park. Tents must be removed by the end of facility rental time. If timely removal before the end of the facility rental cannot be accomplished, the Renter will be responsible for paying rental for the area until removed. ***Certificate of Insurance is due at least 30 days prior to event.***

PORTABLE BATHROOM PERMIT

Park/Shelter: _____ Date: _____

Name of Renter: _____

Desired Location of Portable Bathrooms: _____
(In relation to Shelter. Attach site map if needed to explain).

Number of Individual Portable Bathrooms: _____

Mobile Bathroom Unit(s): _____

Set Up Date: _____ Take Down Date: _____

Portable bathrooms may only be in Park on date of rented shelter. If it is required that they be set up or removed on another day before or after event, additional shelter fees may apply.

Vendor (Portable bathroom Company) MUST contact Department before placing portable bathrooms. Coordination of delivery and location is required. It may be necessary for Department personnel to meet you to unlock gates, etc. for delivery of units. At least one-week notice is required before placing portable bathrooms. Portable bathrooms must be removed at the end of the rental time of the event. If this cannot be accomplished the Vendor will be responsible to pay rental for the area until removed. ***Certificate of Insurance is due at least 30 days prior to event.***