



ST. CHARLES PARKS AND RECREATION BOARD

BUSINESS USE AGREEMENT POLICY

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

The purpose of this policy is to set a standard of expectation for a Business requesting to use park space/facilities which is consistent with the level of service expected from the Department while offering beneficial amenities for the public. Fees charged for the issuance of a Permit pursuant to this policy is intended to recover costs associated with the upkeep of the amenity. A Business is defined as an organization or enterprising entity engaged in commercial, industrial or professional activities for-profit or not-for-profit.

The Business Use Agreement shall apply to businesses requesting to use a park space or facility for the purposes of operating their business on a regular or intermittent basis.

Availability of Amenities

Open park space is available year-round during normal Park operating hours and within the time reserved by the renter of the facility. Special requests not within regular operating hours may be considered.

Modifications

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.

Reservation Procedures

1. A designee of the Business must complete the Business Use Request Form and submit it to Department no less than 30 days prior to the activity to be considered. A deposit may be required at the discretion of Department.
2. Incomplete or late requests could result in the request being denied.
3. Schedules of the intended use must be submitted to Department no less than 5 days prior to start date.
4. A Certificate of Insurance as determined by the City and the Board, naming the City as additional insured, with appropriate coverage and language, must be submitted at least 30 days prior to the activity or use as outlined within the Insurance provisions of this Policy.

Inclement Weather

Department reserves the right to postpone, cancel or delay Business's activity. The decision to start any activity rests solely with the Department. If the activity has been started, it is the responsibility of the Business to cancel or delay the same for the safety of the participants and to maintain acceptable conditions of the rented space or area. It is, however, presumed that Park facilities that are outdoors will encounter periods of inclement weather such as rain, snow, extreme cold and heat. Unless an activity is cancelled by the Department for safety reasons or to preserve facilities or an area, there will be no refunds for facilities or permit fees as a result of such inclement weather.

Permit Use Regulations

1. Business shall operate only within the area and at such times specified in a Permit, and only for such times. Operation times should be within normal park operation hours unless prior written authorization is given to operate outside those hours.
2. In case of the potential for loud or projected sounds, care should be taken to avoid disturbing other park visitors and neighboring residents, and Business shall act at all times in accordance with the Noise Ordinance in Chapter 230 of the City's Code of Ordinances.
3. Business or its successors or assigns will not assign, mortgage, pledge or otherwise encumber the issued Permit or sublet any Area or portion thereof encompassed within the Permit, or allow the rights under the Permit to be used by others.
4. Unless specifically stated on the Permit, it is understood that the activity is *not* a fundraiser, and that no admission/parking/gate fee is to be charged. Groups conducting fundraising events must possess not for profit status and submit a copy of its Tax Exemption Letter. Copies of all documents must be filed with the request form. Business will be required to follow the Special Event Use Policy, instead of the Business Use Policy, if determined by Department to be more appropriate.
5. The sale of t-shirts, hats, photographs and other novelty items is subject to the prior approval of Department, payment of a vendor fee, and the acquirement of the applicable / proper license from the City.
6. At the discretion of Department, security personnel may be required at Business's expense.
7. Golf carts and/or utility carts are prohibited without the prior written approval of Department. Drivers must possess a valid driver's license.
8. 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.
9. 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.
10. Unless permitted by Department, food concession sales and food/drink giveaways are not allowed.
11. 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.
12. 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 Business's use or activity, additional fees will be charged.

13. Business will cooperate with all requests made by a Staff member of the City and/or the Department.
14. Business shall operate in such a manner as to conform to all applicable federal, state, county and municipal laws, ordinances and codes.
15. All equipment needed for the provision of services which may relate to the activity or use covered by the Permit shall be provided by Business unless otherwise noted. Business shall maintain all such equipment in a safe operating condition.
16. 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.
17. Business agrees that, as it may relate to the Business's services provided under this Agreement and in its provision of services to the public, 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.

Insurance

Waivers of Liability Requirements:

Business retains sole responsibility for its merchandise and/or use of equipment throughout the approved agreement. Business 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 Business.

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 Business use request.

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.”

Fees

Business shall remit all Fees due to 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 reservation.

Fee Schedule

Facility	Rental Period	Resident	Non-Resident
Designated Special Use Area	All Day/Per Day	\$110	\$220
Designated Special Use Area	Hourly/Per Day	\$30	\$60

*Residency rates are determined by the address of the Business License.

**Pricing is subject to change

Miscellaneous

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



BUSINESS USE 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 Park use.

APPLICANT INFORMATION

Legal Company/Organization Name: _____

Doing Business As: _____

Contact Name: _____

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

Mailing Address: _____

City, State, Zip Code: _____

CLASS/ACTIVITY PROPOSED

Class/Activity Type: _____

Proposed Start Date and Times: _____

For multiple date and recurring dates, please list the proposed schedule, including days and times:

Preferred Park and Location: _____

Back Up Park and Location Option: _____

Anticipated attendance and age groups: _____

Does this activity require that any area of the Park (Parking lots, roadways, sidewalks, etc.) be closed for any period of time? _____ If yes, provide details:

Equipment:

What equipment will be provided: _____

Who will provide the equipment: _____

Activity History: New _____ Recurring _____ How many years has it been held? _____

Have you previously held this Class/Activity at another Parks and Recreation Department? If so, where?

Not for Profit Status, if applicable*: _____

**A certificate of 501 (c) status from the IRS must accompany this application for.*

ILLUSTRATIVE SITE MAP – *If clarification of layout or route is needed, a site map of the class/activity including location(s) of all tents, equipment, routes and activities should be submitted with this application.* _____ Attached

ATTACH BUSINESS PROPOSALS, FLIERS, SOCIAL MEDIA ACCOUNTS OR ANY INFORMATION REGARDING EVENT

_____ Attached

Facebook: _____

Instagram: _____

Website: _____

Snap Chat: _____

Tiktok: _____

Other: _____

Certificate of Insurance will be required– see requirements below. The COI does NOT need to be submitted with this form but will need to be submitted no less than 30 days prior to your date.

RAINOUT CONTACT INFORMATION: _____

BACKUP CONTACT INFORMATION: _____

BILLING INFORMATION

How would you prefer your invoice (check one):

Regular Mail: _____ E-Mail: _____

Contact Name: _____

Billing Address: _____

Billing Email: _____ Contact Direct Phone: _____

By signing this application form, it is agreed the Business Owner/Agent has received, read and understands the Business 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 Class/Activity 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 Business and/or Business Owner agrees to all terms and conditions of the St. Charles Parks and Recreation Board Business Use Agreement Policy which are incorporated herein as if fully set forth.

Signature of Applicant: _____

Date: _____