



Department of Parks, Recreation & Public Lands  
390 North 23rd Street  
P.O. Box 1178  
Billings, Montana 59103  
Phone 657-8371 Fax 247-8641



## USE PERMIT APPLICATION CHECK LIST

The following items are required to be complete when submitting a Park Use Agreement application. Applications will **NOT** be accepted until all of the items on this checklist are complete and submitted as a package. For overall consideration in scheduling, seasonal requests should be submitted by: Spring 3/1, Summer 5/15, Fall 8/1, and Winter 11/1. Seasonal requests submitted after these dates will be accommodated on an “as available” basis, regardless of prior use.

- A completed (both sides), legible, signed Park Use Agreement Application which specifies exact park locations and times desired for use. List location by field #, court #, or by description of physical boundaries.
- A completed Park Use Agreement event/usage questionnaire.
- A certificate of insurance from your insurance provider which meets the requirements of Section #14 which must show:
  - The permit applicant as the insured party. (If insurance is obtained through an affiliate organization, then documentation must be attached to verify the current affiliation.)
  - A minimum of \$750,000 per claim/\$1,500,000 per occurrence liability coverage.
  - Valid throughout requested dates of use. (NOTE: If your current coverage expires prior to or during the requested dates of use, please attach a current certificate of your liability insurance coverage. The application will be processed and your request(s) for use will be considered in scheduling, but the actual permit will not be issued until a renewed certificate is submitted inclusive of the dates requested. PRPL will not follow up to make sure the renewed insurance certificate is received, **THIS IS THE RESPONSIBILITY OF THE PERMIT APPLICANT**)
  - “City of Billings” listed as a **PRIMARY ADDITIONAL INSURED** on the certificate (not merely a Certificate Holder)
- A \$100.00 permit processing fee per Park Use Agreement application for general non-athletic park use. The fees for park use permit requests for athletic field use are \$50/field/contiguous season for primary users and \$25/field/contiguous season for secondary users. A secondary user is a group scheduled by PRPL staff to an athletic field less than four days/week to maximize field usage..

*Thanks for your cooperation!*



# NON-PROFIT ORGANIZATION PARK USE AGREEMENT

**CITY OF BILLINGS**  
**DEPARTMENT OF PARKS, RECREATION AND PUBLIC LANDS**  
**390 NORTH 23RD. STREET, BILLINGS, MONTANA 59101**  
**(406) 657-8371 FAX (406) 247-8641**

Use Permit # \_\_\_\_\_  
Insurance Rec'd. \_\_\_\_\_  
Fee Paid by \_\_\_\_\_  
*Office Use Only*

In consideration of the covenants herein expressed, the Billings Parks, Recreation and Public Lands Department herein called the "City", does hereby grant permission to: \_\_\_\_\_

(Name of Organization)

This Use Permit is granted upon the following terms and conditions:

1. The User shall have the use of the following described facilities:

(A) Name of Park: \_\_\_\_\_

(B) Area, Facility or Field #: \_\_\_\_\_

(C) From \_\_\_\_\_ To \_\_\_\_\_, 20\_\_\_\_\_

_____	O'clock to	_____	O'clock	MONDAY
_____	O'clock to	_____	O'clock	TUESDAY
_____	O'clock to	_____	O'clock	WEDNESDAY
_____	O'clock to	_____	O'clock	THURSDAY
_____	O'clock to	_____	O'clock	FRIDAY
_____	O'clock to	_____	O'clock	SATURDAY
_____	O'clock to	_____	O'clock	SUNDAY

(D) For the sole purpose of: \_\_\_\_\_

2. Considerations to the City from the User are as follows:

(A) \_\_\_\_\_

(B) \_\_\_\_\_

(C) User has deposited with the City at the time of signing this Use Permit, the sum of \$\_\_\_\_\_ in cash, certified check or bank cashier's check payable to the City of Billings, receipt of which is hereby acknowledged, and also agrees that all payments due under this Use Permit shall be made five (5) days prior to the starting date of this agreement.

3. Time shall be the essence of this agreement, and the time granted shall not be extended or the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the City.

4. User agrees to comply with all laws, procedures and policies of the City, the State of Montana and the United States, applicable to the use of said described facilities.

5. User agrees that it will not conduct activities in which flames, flammable or hazardous materials are involved without the prior approval of the City Fire Department and the Department of Parks, Recreation and Public Lands.

6. User agrees that no advertising or sales promotional materials shall be posted or distributed in or about said described facilities or announced or publicized over any loud speaker system without first having obtained the permission of the City.

7. User is allowed to sell candy, pop and ice cream for the benefit of the organization under the terms of this agreement. User agrees that cars, trucks or trailers hauling concessions shall be parked at the curb or in parking lots. No merchandise or equipment used to sell concessions can be stored in the park. Groups selling concessions will be responsible for the clean-up of litter and debris from concession sales. Failure to comply may result in termination of the agreement by the City.

8. User agrees that repeated failure to use the facility during the days and times scheduled shall result in rescheduling by the City to achieve an optimum level of use.
9. User shall not injure, mar or in any way deface or alter said premises and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred, defaced, or altered without prior permission from the City.
10. User agrees that it will not use City equipment, tools or furnishings, located in or about described facilities, without first seeking and receiving the approval of the City.
11. User agrees to perform any special maintenance or repairs incidental to their particular activity or use.
12. User understands and agrees that during the term of this Use Permit other events may be held in other parts of the described facilities not included in this Use Permit, and User shall so conduct its activities so as not to interfere with such other events.
13. User hereby indemnifies and holds the City harmless of and free from any and all loss, damage or injury to any person or persons whomsoever, or property, arising from any cause or for any reason whatsoever in or about the described facilities; and the User further agrees to waive all claims against the City on account of any loss, damage or injury from whatever cause which may occur to it and its property in the use and occupancy of said described premises, the giving of this waiver being one of the considerations upon which this Use Permit is granted.
14. User agrees to furnish to the City of Billings a **CERTIFICATE OF INSURANCE** which shall state that no coverage shall be amended, altered, canceled, or reduced without giving at least ten (10) days written notice, by the insurance company, to the insured and the City of Billings. **The limits of liability coverage for the period of this agreement shall be a minimum of \$750,000 per claim/\$1,500,000 per occurrence and the City of Billings shall be named on the Certificate of Insurance as a primary additional insured.** Said Certificate of Insurance **must be filed** with the City a minimum of fourteen (14) days prior to the starting date of this agreement, and this agreement shall not be signed or put into effect until the Certificate of Insurance has been received and approved. If alcoholic beverages are to be available at the event, a separate alcoholic beverage permit is required and the insurance certificate shall also include a liquor liability endorsement in the minimum amount of \$750,000 per claim and \$1,500,000 per occurrence naming the City as a primary additional insured. The permittee's insurance is primary and not excess or contributing with any insurance purchased or maintained by the primary additional insured. The City of Billings insurance policies will only apply excess of the permittee's primary policy.
15. The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.
16. User shall not assign or transfer this Use Permit or sublet any portion thereof without the written consent of the City.
17. User agrees that the City and/or its designated representatives may enter upon the used facilities as herein before described at all reasonable times to make inspection in conformity with this Use Permit.
18. Park restrooms open approximately May 15th and close approximately October 1st each season. Users which start before restrooms open or continue after they close for the year must provide portable toilet facilities at their expense for use by their participants. No portable toilet shall be placed within 50 feet of any structure or building.



The Use Permit constitutes the entire agreement between the parties hereto.

**CITY OF BILLINGS  
DEPARTMENT OF PARKS, RECREATION & PUBLIC LANDS APPROVAL**

BY: \_\_\_\_\_ PRPL Director

The parties have hereunto executed this document \_\_\_\_\_, 20\_\_\_\_\_

The foregoing grant of Use accepted, agreed to and approved on the conditions and terms stated herein above.

USER: \_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_  
(Signature) (Printed)

Address \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Rev. 1/10 CD12 E-Mail \_\_\_\_\_ Cellular \_\_\_\_\_



Department of Parks, Recreation & Public Lands  
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## PARK USE PERMIT QUESTIONNAIRE

The following questions are required to be complete when submitting a Park Use Agreement application. Applications will **NOT** be accepted until all of the items on this questionnaire are complete and submitted as a package.

Name of Organization on Use Permit Application \_\_\_\_\_

Describe in detail the purpose and what all will be involved with this event/park usage?

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Please check all that apply:

We will be erecting tents or shade structures using ground stakes longer than 6"

We will be setting up inflatable apparatus

*If either of the above boxes are checked, it will require park personnel to provide locates for underground utilities at the rate of \$38.20/hour*

This event will be  serving alcohol *(Additional permit required)*

selling alcohol *(Additional license and insurance required)*

This event will include a fireworks display

This event will necessitate having a vehicle larger or heavier than a passenger car, pickup truck or 10' utility trailer in the park.

This event is being planned as a fund-raiser for our organization

This event requires a "rain date" or setup/teardown date

This event will require us to have an electrician modify the power supply for our electrical needs

This usage will require us to do improvements or changes to park facilities or grounds *(Any costs associated with unauthorized work by user groups resulting in repairs, damage, or restoration will be billed to the use permit holder)*

This event will require overnight security

This event will require additional trash receptacles

OTHER \_\_\_\_\_

We are expecting approximately \_\_\_\_\_ people to attend this event

Any information not supplied in this questionnaire shall not be permitted during the event.

*Thanks for your cooperation!*

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**PRODUCER**  
**Joe Sample Insurance Agency**  
**PO Box 0000**  
**Your City, Your State Zip**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
**ABC, Inc.**  
**Address**  
**City, State Zip**

<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A:	<b>XYZ Insurance Company</b>	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	00000000	1-1-2010	1-1-2011	EACH OCCURRENCE \$ <b>500,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>SAMPLE INSURANCE CERTIFICATE</b>				COMP (Ea) BODILY (Per accident) PROPERTY DAMAGE (Per accident)
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A	X	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	00000000	1-1-2010	1-1-2011	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ \$ \$ \$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

Total \$1.5 Million Minimum Required

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
**The City of Billings is listed as a primary additional insured.**

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION 10 Days for Non-Payment</b>
City of Billings, MT P.O. Box 1178 Billings, MT 59103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE