

Draper City Parks and Recreation

Trails Event Permit Application & Agreement

Event Fee:	\$ _____
Deposit:	\$ _____
Total:	\$ _____
Receipt #:	_____
Date checked:	_____
Refund Date:	_____
Receipt #:	_____

044-00 500 01-4

Applicant Name: _____

Organization Name: _____ Event Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Attending # (approximate) _____

Email: _____ Type of Event (bike/foot): _____

Trails Using: _____ Using Andy Ballard Arena Parking Lot? **Y N**

Event Date: _____ Event Start time: _____ Set-up start time: _____ Finish time: _____

Trail Event Fees: \$200 Trail Event Fee (*per event*) **\$200** Refundable Deposit
\$50 Equestrian Center Parking Lot Use Fee – *if applicable (per event)*
***Corner Canyon/Primitive Trails: Bike & Equestrian Events: \$5/participant; Running Events: \$3/participant**
***Participant fees to be paid after event.**

Events may be scheduled up to one year in advance. Dates are not secured until all Permit Fees are paid. A \$200 refundable deposit is required by **Credit Card, Cash or Check** that will be refunded within 10 business days after all obligations are met by the applicant. Refunds will be to credit card or check depending on payment type.

PERMIT APPLICATION RULES & RESTRICTIONS (ALL MUST BE MET, SEE EXHIBIT "A" ATTACHED)

****Applicant must have obtained a "special event" permit prior to this application for said event****
****All fees must be paid at time the application is submitted****

PLEASE INITIAL YOUR UNDERSTANDING AND COMPLIANCE TO THE FOLLOWING:

_____ I agree to pay the "per participant" fees within 10 business days after event and include documentation of registered participants. I understand that my deposit will not be refunded if participant fees are not paid in full within 10 business days after event. Failure to meet these requirements may result in loss of privilege of holding future events in Draper City. Future events may not be approved until all outstanding participant fees are paid in full.

_____ I understand I am responsible for the conduct of all attendees during this event.

_____ I will have "Trail Marshalls" positioned in accordance to the Trail Event Policy listed in this agreement.

_____ I will post notifications signs at all affected trail heads/parking lots 7 (seven) business days prior to this event.
• **Signs must be posted by this date:** _____
• **Signs must be posted on the kiosks at the following trailheads:** _____

_____ I will follow all guidelines regarding trail markings and ensure they are approved prior and removed within 24 hours.

_____ I will ensure that trails and areas are clean and will remove all trash, signs, markings, etc. from the area within 12 hours.

_____ I understand that I/we may not alter any Draper trails or remove any equipment or signage without written permission.

_____ I understand that motorized vehicles are not to be used on any trails for any reason without prior permission.

_____ I understand Draper City may cancel/postpone an event as needed due to weather, fire, permit problems, etc.

PLEASE TURN OVER, READ, AND AGREE TO THE RULES AND POLICIES. SIGN ON PAGE 4 OF 4.

_____ I have read, understand and agree to ALL the rules and policies attached to this agreement.

EXHIBIT “A”

DRAPER CITY TRAILS EVENT USE POLICY AND FEE SCHEDULE (resolution no. 15-20)

****No event may take place on Draper City Trails without a Trail Event Permit****

To be considered, applicant must first obtain the general “Special Event” permit from the Draper City Recreation Dept. These are two separate permits and both must be obtained prior to the event.

- a. Events may be scheduled up to one year in advance. It is recommended to schedule as soon as possible to secure the dates wanted for the event. Dates are not secured until all Permit Fees are received.
 - b. Applicants who have never held an event in Corner Canyon or on Draper City primitive trails, must first get approval for desired event from the Draper City Parks and Trails & Recreation Committee.
 - c. The Fee for the Special Event Permit is **\$50.00**, obtained through the Parks and Recreation Department.
 - d. The Fee for the Trails Use Event Permit is **\$200.00 PER EVENT**, paid to the Parks and Recreation Department.
 - e. The Refundable Deposit for the Trail Event Permit is **\$200.00**, paid at time of reservation and to be refunded by the Parks and Recreation Department within 10 business days after final reconciliation.).
 - f. The Per Participant Fee for each registered participants for trail events utilizing all Corner Canyon trails and all primitive/soft surface trails in Draper City:
 - \$3.00 for running events (Per Participant)**
 - \$5.00 for biking events (Per Participant)**
 - \$5.00 for equestrian events (Per Participant)**
 - g. Per Participant Fee for all registered participants for trail events utilizing all hard surface/asphalt trails in Draper City:
 - \$2.00 per participant (all events)**
 - h. The participant fee is to be collected and paid to the Draper City Recreation Department after the conclusion of the event within 10 business days with an accounting of total participants entered. **The deposit will not be refunded if all participant fees are not paid in full within 10 business days after event. Future events may not be approved until these fees are paid in full.**
1. The applicant is responsible for providing a valid certificate of liability insurance as required by the Special Event Permit.
 2. The applicant is responsible for obtaining any necessary clearance or permissions for the use of intellectual property including but not limited to music or other performance rights for the event.
 3. The Parks and Trails Event Permit or the Draper City Special Event does not grant applicant the permission to sell or offer sale of any food, tickets, merchandise, etc. at or near event location. This requires a separate application and will be part of the Special Event Permit.
 4. Event application must be submitted a minimum of 4 (four) weeks before the event and all payment of fees must be paid before a permit may be granted.
 5. A maximum of 4(four) events may be held in Draper City by the same business/promoter as per DCMC 6-17 B.

TRAILS EVENT POLICIES

The applicant must agree to the following rules prior to receiving a Trails Event Permit:

1. The applicant is responsible for the conduct of all event attendees for the duration of the event.
2. Activities or events may interrupt public trail use (close to public use) as determined by the Trails and Open Space Specialist or a designated Draper City staff member. This includes parking lots and trailheads.
3. "Trail Marshalls" must be positioned in accordance with the Trails and Open Space Specialist's instruction and/or placement as designated by the Trail Restrictions map (Exhibit B), along the designated trails to help warn and protect trail users. "Trail Marshall" names, contact information, and posting locations must be given to the Special Events Coordinator one week prior to the event to ensure compliance. Substitutions can be made day of event.
4. Event Organizer is required and responsible for posting notification at all effected trail heads/parking lots 7 (seven) business days prior to the event. Posting should include date, time, type of event, and trails that will be used for the course. All posting needs to be approved by the Trails and Open Space Specialist or a designated Draper City staff member. Failure to post event information may result in forfeiture of some or all of security deposit.
5. Marking of trails more than 48 hours prior to the event is not permitted without the Trails and Open Space Specialist's or a designated Draper City staff member's approval. Marking the trail with any techniques that cannot be removed immediately after the event is not permitted. Examples of NON-APPROVED methods are: paint, chalk, rock monuments, etc. Examples of APPROVED methods include: removable signs, cones, flagging tape, etc. Failure to remove within **24 hours** will result in forfeiture of deposit.
6. The permittee is responsible for cleaning and restoring the area and trails after the event. This includes removal of any products or signs brought by organizer to the course/trail and removal and proper disposal of any litter from trails and trail heads. Failure to remove within **12 hours** will result in forfeiture of deposit.
7. Any flags, banners, or signs used at event must conform within the Draper City sign code.
8. Permittee is not allowed to alter or change Draper City trails, remove equipment, add to or take away from the trails including trail berms, banking, construction of jumps, bridge modification, etc. without the written consent of the Trails and Open Space Specialist or a designated Draper City staff member.
9. Motorized vehicles are not permitted on trails for set-up, water stations, etc. without prior permission.
10. Applicant shall provide City Park and Trail rules and regulations to all participants. Violations of rules and regulations by permittee or participants, including during any pre-riding the route, may affect the approval of future events.
11. Bike Event Restrictions in Corner Canyon are as follows:
 - a. Only one weekend (Fri. – Sun.) bike event allowed per month
 - b. Only two weekday (Mon. – Thur.) bike events allowed per month
 - c. Route of any biking event shall comply with current "Trail Restrictions" map.
12. Draper City reserves the right to alter or add terms and conditions as necessary to the permit. This includes the day of and during the event as necessary.
13. Draper City reserves the right to revoke a permit as needed or cancel/postpone an event at City's discretion due to weather, fire, or other natural occurrences that make access to trails detrimental or dangerous.

GENERAL DRAPER CITY RENTAL RULES AND POLICIES

Reservations must be made in person. No mail-in or telephone reservations will be accepted. Reservations may be made up to 12 months in advance of your rental date. Fees must be paid in full, including the deposit, at time of reservation. Reservations are for the specified time and date indicated only.

Refunds: A \$10.00 bookkeeping fee will be charged on all cancellations or changes made at least 45 calendar days prior to event date, no exceptions. No refund of event fee will be given for any cancellations or changes made less than 45 calendar days prior to event date, no exceptions. Security deposit will be refunded on all cancellations. **No refunds will be given for inclement weather.**

Supervision: User shall be responsible for providing adequate supervision of all participants, invitees, employees, and users of the Draper City Park/Trail as permitted herein and shall comply with all the provisions of this Agreement including provisions regarding use of the Draper City Park by minors. User shall designate at least one additional responsible adult(s) for every 10 people in attendance at any activity for which the Draper City Park/Trail is reserved to act as supervisors. All such supervisors shall identify themselves as authorized supervisors to the City upon request prior to the use of the Facilities by the user.

Damage: User shall use the facilities in a safe, prudent, & responsible manner and only for the usual and intended purpose. User shall be liable for any damage resulting to the Draper City Park/Trail caused by either the User or the persons he/she is responsible for supervising.

General Prohibitions:

No Smoking or alcohol allowed in Draper City Parks/Trails.

No gambling, fighting, quarreling or use of profane language permitted.

No soliciting or sale of merchandise, raffle tickets or any services prohibited in Draper City parks without a license.

No vehicles are allowed to drive or park on the grass or trails or enter any area other than the parking lot.

All City and State laws must be followed.

Permit Requirements: Additional permits may be required. All permits must be with a responsible person at the facility during the reserved activity.

No Sponsorship: Unless otherwise agreed in writing, User shall not represent or imply that Draper City in any way sponsors, supports, or endorses the activities for which the Draper Parks/Trails are to be used.

Assignment: Any amendment, modification, termination, or rescission affecting this agreement shall be made in writing, signed by the parties and attached hereto. User shall not assign or transfer any rights under this agreement.

Default: In the event User defaults in any of the covenants contained herein, Draper City may retain the full amount of any deposit as liquidated damages and/or cancel Users right to the use of facilities. Alternatively, Draper City may take other appropriate legal action necessary to remedy any default by User. Draper City reserves the right to cancel User's right to use the facilities at any time when deemed necessary for the best interest of Draper City. In the event of legal action, the defaulting party shall pay all costs and expenses, including reasonable attorney fees incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

Indemnity Clause: User agrees to assume the risk and to waive and release any and all claims it may have against Draper City and its officers, employees, agents, assigns, and sureties, for any damage, injury, loss, or expense, including attorney fees, arising out of or by reason of its use of the Draper City Parks/Trails and their amenities.

Integration Clause: This agreement contains the entire understanding between parties with respect to the subject matter herein and supersedes all prior written and oral agreements and representations pertaining hereto.

Compliance with Regulations: User shall obey all directions and instructions from authorized Draper City personnel and all applicable rules and regulations of the City regarding the use of the Park/Trails.

Contact: Questions call **801-576-6570** for the Recreation Dept. **before 5:00 pm on weekdays (Monday-Friday).** After hours (**after 5:00 p.m. on weekdays or on weekends**), call **801-831-7194** for the Parks on-call staff. For emergencies, call Draper City Police dispatch @ 801-840-4000.

Signature of Applicant: _____ Date: _____

Draper City Representative: _____ Date: _____