

## **COVINGTON PARKS AND RECREATION DEPARTMENT**

### **APPLICATION AND GUIDELINES FOR USE OF PARKS/FAIRGROUNDS/RIDING ARENA**

The following rules, regulations, priorities and charges apply for the use of the City of Covington's (the "City") Parks/Fairgrounds/Riding Arena and facilities for special events including but not limited to rodeos, tractor pulls, demolition derby's and horse shows.

1. Parks/Fairgrounds/Riding Arena are to be rented to organizations or persons approved by the Department of Parks and Recreation ("Department").
2. Users must submit a event application to the office of the Covington Parks and Recreation Department (the "Department"). Events are subject to the availability of Parks/Fairgrounds/Riding Arena and at the discretion of the Department. Applicants must prioritize the events, if requesting more than one event.
3. Applications must be received at least ninety (90) days prior to applied event date.
4. A \$250 deposit and proof of insurance must be attached to all event applications. If the user has met all requirements set forth, the deposit will be applied toward the final cost due to the City for use of the facilities.
5. The applicant must produce written proof of insurance and sign a waiver holding the City of Covington harmless in the event of accident or injury to event participants. Groups must submit a one million dollar (\$1,000,000.00) accident and liability policy with the City named as co-insured. The insurance policy must be submitted at the pre-event meeting with the Department.
6. There will be a pre-event meeting between the Covington Parks and Recreation Department and representative(s) of the event organizers to discuss issues related to the operation of the event. Representatives will be invited to attend an inspection of the Parks/Fairgrounds/Riding Arena with the Department prior to the event.
7. Applicant will insure that all event officers, officials and participants comply with adopted park rules and regulations that govern the use of City facilities.
8. Ensure that there shall be no unauthorized use of any field, specifically, after a field has been closed due to weather-related conditions. Failure to comply with this provision could result in the termination of this agreement.
9. Users shall not sublease any facility to any other group or organization.
10. Users are responsible for the cleaning up and picking up of all trash during the event. If an additional dumpster is deemed necessary by the City, a fee will be charged to the applicant. Failure to clean the area will result in forfeiture of the deposit.
11. In coordination with Department, event organizers are allowed to prep the Parks/Fairgrounds/Riding Arena to supplement efforts by the Department.
12. Clean restrooms for men and women will be provided. The City shall be responsible for the maintenance of the plumbing of all facilities utilized for the event.
13. Concession operations for all events shall be coordinated with the City. The Applicant is responsible for the opening and closing of all concession areas for all assigned facilities during the event. The Applicant and its leadership shall be responsible to the Department for the protection of City property including but not limited to

fences, concessions, restrooms, trees, water fountains and other similar site amenities during usage by the Provider.

14. The City Groundskeepers will make periodic patrols to assist event organizers as needed. A City Groundskeeper will check in with the event director each morning prior to start of the event. The City will monitor and enforce parking code violations to ensure the safety of visitors and allow for emergency vehicle access.
15. Event organizers are responsible for the actions of all individuals attending the event.
16. Event organizers, or any vendors or organizations wishing to sell or distribute merchandise, must submit a request to do so at the time of the application due date. Specific information on the number of vendors and types of sale items must be included. The Department will work with organizations to establish a set-up plan if permission is granted for vendor sales.
17. Improper conduct on the part of participants, officials, or spectators during any event, or program on City Parks/Fairgrounds/Riding Arena and facilities will not be tolerated. Any such violation can result in removal from city property or cancellation of the event. If the event is cancelled to due conduct the applicant will not receive a refund of any fees paid.
18. The Applicant shall be responsible for taking actions necessary to prevent noise (including public address systems), traffic congestion, parking or any other detrimental situations from becoming nuisances to residents living near the facility, or to other park patrons. The Applicant may also be asked by the Department to provide volunteers to aid and assist with the alleviation of traffic and parking congestion.
19. Hours of Park Operations are 8:00 am – 11:00 pm on Sunday – Saturday. All variations from these hours of operation must be pre-approved in writing by the Department.
20. Advertising is not permitted in or on City parks and facilities without the express written approval of the Director of the Parks and Recreation Department.
21. Applicant will assist the City with supervision of all participants regarding proper use of facilities, such as, but not limited to, Parks/Fairgrounds/Riding Arena, restricted parking areas, lights and all park grounds in use by the Applicant.

## **City of Covington Parks and Recreation Department General Park Rules and Regulations**

1. Park operating hours: No person shall remain within the confines of a park or use any part of the facilities of a park during times that the park is closed, unless by special written permit of the Director of Parks and Recreation. Park hours vary depending on park type, season and lighting availability. Hours are posted at each park.
2. No person shall engage in any conduct that is harmful or hazardous, or may be harmful or hazardous to park property, to any person, or to the property of any person.
3. Possessing, injuring, destroying, removing, breaking, severing, digging, harvesting or disturbing from its natural state any natural, cultural or archeological resource is strictly prohibited in all park areas.
4. Hunting, trapping, killing, wounding, molesting, touching, teasing, chasing, frightening, taking, feeding or intentionally disturbing wildlife or wildlife nesting is strictly prohibited in all park areas.
5. No person shall park or operate a motor vehicle in a park area except on improved or paved roads and parking areas.
6. The operation of off-highway vehicles, ATVs, snowmobiles and motorized dirt bikes is prohibited in park areas.
7. No person shall repair, renovate, paint or wash any vehicle within a park area, unless the repairs performed are of an emergency nature and they are required in order to permit the vehicle to be moved.
8. No person shall permit animals owned or controlled by said person to go at large in a park area except at such times and under such conditions and in such areas as may be expressly designated as off-leash areas for domestic animals. A domestic animal may be brought into a park area, provided that such animal shall be continually restrained by a leash not exceeding six feet in length.
9. Engaging in or soliciting any business, including but not limited to, the selling or offering of goods or services of any nature, in park areas is prohibited except in accordance with the provisions of a permit, instructor contract or other written agreement with the Parks and Recreation Department.
10. No person shall possess or otherwise carry on or about his person, any weapon, including but not limited to firearms of any description, bows and arrows, crossbows, air or gas guns, missiles, slingshots or other missile throwing devices in a park area.
11. No person shall build, start, maintain or use a fire in a park area except in designated areas using park grills.
12. No person shall camp or establish or maintain any tent, camp or other temporary lodging or sleeping place, including motor homes, in any park.
13. No person shall swim, wade, bathe or enter into waters in a park area.
14. No person shall operate a boat, canoe or raft of any kind on any park area lake or pond.
15. No person shall use aircraft, helicopters, hang gliders, air balloons parachutes or similar apparatus or take off or land such apparatus from or on a park area except in an emergency.
16. Bicyclists must stay on designated roads, parking areas and trails.
17. No horse shall enter into any park except in parks that have been specially designated.
18. Fishing in a park area shall be in accordance with applicable state, county and municipal laws and at designated park lakes.
19. No person shall enter onto or otherwise tread upon a field, pavilion or other park area that is closed for maintenance, including but not limited to turf maintenance, aeration, mowing, repairing or painting.
20. No person shall dump, deposit, or leave any bottles, broken glass, cans, boxes, dirt, rubbish, waste, garbage, refuse or other trash in a park area except such items that result from a picnic, recreational activity or other permitted activity which must be deposited in receptacles and/or dumpsters provided by the Parks and Recreation Department for disposal of same.

21. Sports events and events, parades, pageants, reenactments, entertainment and the like, and other special events, are prohibited unless the organizers have secured a special events permit from the City of Covington.
22. No person can be in possession of, or consume any beverage with alcoholic content in any of the public parks except in accordance with the provisions of a temporary beer permit properly issued by the Mayor and Board of Aldermen.



Covington Parks and Recreation  
**Park Vendor Application**  
Please print or type

Please send this completed form and applicable documents to:

Covington Parks and Recreation  
Attn: Michelle Tomlinson  
790 Bert Johnston Avenue  
Covington, TN 38019

For questions, please contact  
Michelle Tomlinson  
Recreation Coordinator  
901.476.3734 or mtomlinson@Covingtontn.com

**Contact Information:**

Name: First \_\_\_\_\_ Last \_\_\_\_\_

Business Name \_\_\_\_\_

Phone: Preferred phone # \_\_\_\_\_ Alternate phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Mailing Address: Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Business Information:**

If applicable, business web address \_\_\_\_\_

What year did you start your business? \_\_\_\_\_

Dates of Liability Insurance \_\_\_\_\_ to \_\_\_\_\_

Describe Space Set-Up: (Photos Can Be Included w/ Application) \_\_\_\_\_

\_\_\_\_\_

Will you have a vehicle inside of event: (i.e. Mobile Food Station)

YES  NO

If so, describe the source used to power the vehicle: (i.e. Generator, Vehicle Engine or Diesel) \_\_\_\_\_

Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_ Tag Number \_\_\_\_\_

Covington Parks and Recreation  
**PARK VENDOR PRODUCT LIST**

**Product Category:**    \_\_\_ Food    \_\_\_ Beverages (non-alcoholic)    \_\_\_ Merchandise

<input type="checkbox"/> Cobb-Parr Park <input type="checkbox"/> Frazier Park <input type="checkbox"/> Anderson Park <input type="checkbox"/> Shelton Park <input type="checkbox"/> Patriot Park	<input type="checkbox"/> Whitley Field <input type="checkbox"/> Mueller Brass Parks/Fairgrounds/Riding Arena/Riding Arena <input type="checkbox"/> Cobb-Parr Baseball Parks/Fairgrounds/Riding Arena/Riding Arena <input type="checkbox"/> Baltzer Field <input type="checkbox"/> Frazier Field    Other: _____
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Product	Description	Approved

Keep a copy of this list during the event. Park Groundskeepers has the right to audit list during the event.

**CHECK LIST:**

- |  |  |
|--|--|
| <input type="checkbox"/> PARK VENDOR APPLICATION | <input type="checkbox"/> PARK VENDOR PRODUCT LIST  |
| <input type="checkbox"/> PARK VENDOR GUIDELINES  | <input type="checkbox"/> LIABILITY INSURANCE       |
| <input type="checkbox"/> BUSINESS LICENSE        | <input type="checkbox"/> FOOD PERMIT IF APPLICABLE |

**Acknowledgement of Park Vendor Guidelines:**

I certify that I have read the Park Vendor Guidelines. I agree to abide by them. I understand the consequences of violating them. I understand that I cannot sell anything that I did not include on the product list.

Your signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Liability Release and Certification of Application:**

I assume all risks and hazards incidental to the conduct of the activities and transportation to and from the activities. I do further hereby release, absolve indemnity and hold harmless the Covington Parks and Recreation Department, the organizers, the sponsors, the supervisors, the instructors, and/or all of them. In case of injury or sickness during any activity, I likewise waive all claims against the organizers, the sponsors or any of the supervisors or instructors appointed by them. If I am unable to be contacted, the Covington Parks and Recreation Department has permission to obtain proper medical attention. I give permission for my child to be photographed while participating in the activity and for such photographs to be publicized in local newspapers and/or City Publications.

Your signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **Covington Parks and Recreation Department Park Vendor Guidelines**

The Provider agrees to enforce to the best of their ability the Department's current park vendor guidelines.

1. No person will be allowed to solicit, peddle, sell or in any way distribute any article or item in the parks without permission.
2. Providers must make known to the Parks and Recreation Department any plans to include park vendors in an event, regardless of the arrangements or considerations that are to be received by the Provider from the park vendor.
3. Park vendors wishing to sell or distribute merchandise must complete an application with the Provider. Vendors must provide all documentation, explanations and information requested.
4. Application must include specific information including, but not limited to, business name, address, and types of sale items. Attached to the application must be proof of liability insurance, a copy of a business license and if applicable, a copy of a food permit. The applicant must also sign a waiver releasing the City of Covington of any liability.
5. Park vendors are responsible for carrying \$1,000,000.00 liability insurance. A copy of the insurance certificate must be presented to the provider and name the City of Covington as additionally insured. The certificate must be approved by the City of Covington in advance of the event.
6. Provider will insure that vendor complies with adopted park rules and regulations that govern the use of City facilities.
7. Park vendors may sell only those products applied for and approved on their application. Any vendor found with unapproved product may be asked to remove the product.
8. The items to be offered for sale at park locations shall include food, non-alcoholic beverages and merchandise. Park vendors are not authorized to sell services or souvenirs. All products offered for sale and for public consumption by park vendors, shall be number one, first grade quality. All Federal, State, and local regulations pertaining to the quality of products offered for sale shall be met by vendors.
9. Park vendors are required to provide their own materials when securing space. This includes, but not limited to, tables, chairs, signage, extension cords/electric generation, umbrellas or awnings, and weights for umbrella, awning or canopies.
10. Park vendors shall provide at their own expense all equipment necessary to provide the items for sale in the conduct of the business. All equipment used shall be in a self-contained unit. No storage area, water, electric or other utilities will be supplied by the Parks and Recreation Department. Generators may be used in the vending operation with approval from the Parks Director or authorized designee.
11. Park vendors are responsible for maintaining their space in a clean and sanitary condition, and are responsible for disposing of any debris at the close of business.
12. No produce or products sold for consumption may be stored or displayed directly on the ground.

13. Park vendor must use signage listing the name of their business and location. Product names and prices must be clearly labeled.
14. No signage or pamphlets are allowed to promote activities that are not related to vendor business. This includes but is not limited to unrelated commercial businesses, controversial topics, and political and/or religious affiliations.
15. Park vendors may not sublet vendor space or spaces nor share vendor space with another vendor.
16. The Provider has the authority to prohibit the sale of any product that does not conform to the original request.
17. No firearms or alcohol is allowed on Park property. Any violations will result in dismissal of agreement.
18. Children must be supervised at all times. Children are not permitted to roam or wander unsupervised.
19. A domestic animal may be brought into a park area, provided that such animal shall be continually restrained by a leash not exceeding six feet in length.
20. Park vendors operating a motor vehicle on park property must drive in a careful and prudent manner and observe the entrance and exit roadways.
21. No selling is allowed before the requested times.
22. Park vendors are responsible for collecting payment for their own product and any applicable sales tax. Vendors will set their terms of payment.
23. Professional conduct is expected. Any yelling, swearing, throwing items, harassing, or threatening other vendors, volunteers, or management will not be tolerated. This includes in person or by any other medium. This type of behavior may result in permanent expulsion with no redress.
24. Park vendors shall dispense all beverages and liquids in cans or paper/plastic cups. No glass bottles or containers shall be served to customers in the park.
25. Pushcarts or other vehicles and equipment related to the vending operation shall not be parked, stored or left overnight in any park location.
26. Park vendors shall not block the passage of the public through a public area or interfere with access to ramps, curb cuts or other conveniences for individuals with disabilities.
27. Park vendors shall not leave their pushcart or other vehicle or equipment unattended at any time.

*The Covington Parks and Recreation Department reserve the right to expel a vendor without warning for safety related or other serious offenses.*

## EVENT FEES

- The fees shall be as follows:
  - 15% of the Gate (Entry) Fee
  - 15% of the Concessions Sales
- Due to inclement weather, or at the request of the renter to the Department, any additional materials or work will be totaled and billed to the renter as follows:
  - Additional Covington Parks staff - \$22/hour/employee
- Department employees must prep and maintain facilities unless otherwise approved by the Department. No unauthorized person may use City materials or work on City owned facilities unless approved by the Department.
- Any and all request for waivers of any fees must be submitted and recommended by the General Welfare and Public Relations Committee and submitted to the Board of Mayor and Aldermen for approval. Neither the Department nor the Committee has the authority to waive event fees.

### Covington Parks and Recreation Department EVENT APPLICATION

Date: \_\_\_\_\_

Event Name: \_\_\_\_\_

Sponsoring Organization: \_\_\_\_\_

Organization Representative: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Dates of Event: \_\_\_\_\_

Facility Requesting: \_\_\_\_\_

Event Start Time: \_\_\_\_\_

Number of Participants: \_\_\_\_\_ Entry Fee per Participant: \_\_\_\_\_

Admission Fee: \_\_\_\_\_ Age and Gender of Participants: \_\_\_\_\_

Require use of Concession Stand      Yes      No

Selling Food or Merchandise      Yes      No

If yes, please include number of vendors and sale items: \_\_\_\_\_

Set up requirements: \_\_\_\_\_

FACILITY NAME	LOCATION	DIMENSIONS	LIGHTS
Ex: Cobb-Parr Park	Riding Arena	N/A	Yes or No
			Yes or No

**Covington Parks and Recreation Department  
EVENT WAIVER**

The **APPLICANT** agrees to conduct their activities in strict and complete compliance with the guidelines set forth which shall be incorporated as part of this document.

The **APPLICANT** agrees to provide the Parks and Recreation Department with the information required in the application and any other materials requested by the Director of the Parks and Recreation Department, by the deadline set forth.

I/We have read and understand the Guidelines for Use of Parks/Fairgrounds/Riding Arena and agree to abide by them. I/We understand that failure to abide by these guidelines may be cause for the revocation of the facility.

I/We further waive any claim against the **CITY** and assume all risks and hazards incidental to the use of the facilities of the conduct of the activities and transportation to and from the activities. I/We further hereby release, absolve, indemnify, and hold harmless the **CITY OF COVINGTON, TENNESSEE, THEIR OFFICIALS, STAFF, AND/OR ALL OF THEM** from and against any loss, liability, claims, causes of action, and expenses, including attorney's fees and damages, arising out of or related to the facilities, the condition of the facilities, the activities, or the programs contemplated by their agreement.

The **APPLICANT** shall maintain at all times during the term of this agreement, at its sole expense and at no expense to the **CITY**, adequate and proper public liability insurance for the joint and separate protection of the **APPLICANT** and the **CITY**, in amounts as designated by the **CITY**, in case of injury to any one person, and in case of injury to more than one person in the same occurrence, and in case of property damage.

The **APPLICANT** shall also furnish written evidence of such coverage of insurance, containing an endorsement that it will be primary as to any other insurance that the **CITY** may have in that regard; and, such coverage of insurance shall not be canceled or coverage reduced without the insurance carrier first giving thirty (30) days notice in written form to the **CITY**.

\_\_\_\_\_  
Signature Date Title

Covington Parks and Recreation Department  
**EVENT INVOICE**

**Parks/Fairgrounds/Riding Arena**

15% of Gate (Entry) fees  
15% of concessions sales

Deposit = \$ 250

Total = \$ \_\_\_\_\_

Additional Manpower \_\_\_\_\_ Employees @ \$22 hour for \_\_\_\_\_ hours \$ \_\_\_\_\_

Other additional fees \_\_\_\_\_ \$ \_\_\_\_\_  
(Concessions & Gate to be added after the event)

**Total Amount Due** \$ \_\_\_\_\_

\_\_\_\_\_  
**Representative Signature** **Date** \_\_\_\_\_

**Method of Payment:** (Make check payable to City of Covington)

Check # \_\_\_\_\_ Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ \$ \_\_\_\_\_  
Amount Paid

**All fees are non-negotiable and must be paid in full. Any and all request for waivers of any fees must be submitted and recommended by the General Welfare and Public Relations Committee and submitted to the Board of Mayor and Aldermen for approval. Neither the Department nor the Committee has the authority to waive fees.**