

CITY OF KINGSTON COMMERCIAL USE OF PARKLAND APPLICATION 2020



*Application for Personal Training & Other Outdoor
Professional Services*



Steven T. Noble, Mayor

Lynsey Timbrouck, Director of Parks & Recreation

City of Kingston Parks & Recreation Department
467 Broadway, Kingston NY 12401
(845) 481-7330

Allowed Uses

This permit application is to be used for ongoing, commercial use of a city park for regularly scheduled *adult professional fitness services* as approved by the Director of Parks & Recreation. **Excluded** activities include organized or sanctioned activities such as soccer tournaments, athletic leagues, practice sessions or public events.

Food and beverage sales are **prohibited** without a separate vendor permit and a valid Ulster County Health Department vending permit.

Use sessions cannot exceed 2 hours per session.

Available Locations

The parks listed below are available for commercial use:

- ◆ Rotary Park
- ◆ Kingston Point Beach
- ◆ Hasbrouck Park
- ◆ Hutton Park
- ◆ Loughran Park
- ◆ Block Park
- ◆ Cornell Park
- ◆ Forsyth Park
- ◆ Academy Green Park



Restricted Equipment

Trainers may **not** bring equipment to parks that could damage the parkland, facility or pose a hazard to the general public.

These items include, but are not limited to:

- ◆ Tractor tires, or ship ropes used for resistance training
 - ◆ Cables or railroad ties
- ◆ Attaching equipment to trees, handrails or other fixed items

Trainers **are** allowed to bring yoga mats, water bottles, medicine balls, rubber resistance bands.

Impact on Public Use

Permit holders shall not interrupt existing use of an area by the general public and the public must always have access to park entrances. Blocking public access is prohibited.

Permit holders **are required** to have with them the permit credential when conducting business on City property.

Fee Schedule

A monthly fee of _____ will be charged to reserve a park for a class.

The fee covers up to **3 CLASSES PER WEEK**. If additional classes are requested, a _____ additional charge will be added for each additional scheduled class.



Permit Term/Termination

This permit shall be effective from and after the date of signature by the permit holder and the Director of Parks & Recreation and shall automatically terminate on the termination date of the requested permit, unless terminated earlier under this provision:

- ◆ The Director Parks & Recreation may terminate this registration upon five (5) business days notice to the permit holder upon determining that the permit holder caused or allowed others under the permit holder's control to cause damage to the park location beyond normal wear and tear.

If the permit is terminated due to property damage, the City may retain payments made by the permit holder to offset the damages, in addition to pursuing other legal remedies available.

- ◆ The Director Parks & Recreation may terminate this registration upon ten (10) business days notice to the permit holder upon determining that the permit holder caused or allowed others to under the permit holder's control to cause a material breach of contract.
- ◆ The Director of Parks & Recreation may terminate this registration upon thirty (30) business days notice for any reason.

Insurance

A Certificate of Insurance (COI) is a document that proves that the applicant has Comprehensive General Liability insurance to cover any liability claims, whether Personal or damage, which may occur during use of the park property. The City of Kingston, 420 Broadway, Kingston, NY must be named an additional insured on the policy in the amount of one million dollars (\$1,000,000.00).



City of Kingston
Parks and Recreation



"Creating Community through
People, Parks, and Programs"



City of Kingston Parks & Recreation Commercial Use Application

APPLICANT INFORMATION

Name of Contact Person _____	Phone Number _____
Organization/Company _____	Title _____
Mailing Address-Street _____	City/State/Zip _____

ACTIVITY INFORMATION

City Park To Be Utilized:

Commercial Activity Planned (Give details on fees charged, activities involved, number of participants and staff/volunteers)

Date(s) and Time(s) of Activities (List approximate dates, times if unsure or weather -dependent)

Specific Needs (Signage, driving vehicles off pavement, structures placed, the exclusion of the general public in the immediate area of the activity, etc.)

TERMS AND CONDITIONS

This permit is subject to the following conditions and requirements:

1. The Parks & Recreation Department may terminate, postpone or modify the conditions of this permit by giving verbal or written notice at any time. Violation of any state law or any rules of the Department by the permittee or guest, employee, or agent of the permittee shall be cause of revocation of this permit and eviction from the property.
2. This permit shall not be construed as limiting the ability of the Department to issue similar permits at the request of other parties seeking to conduct the same or similar activities in the area.
3. Neither this permit nor any right or duty in whole or in part by the Permittee under this permit may be assigned, subcontracted or delegated without the prior written consent of the Department.
4. The only commercial activities allowed under this permit are those that are specifically listed on this form.
5. Except as above, all areas of the property normally open to the public shall remain open to the public.
6. The Department reserves the right to observe and inspect the area affected by the commercial activity and take whatever action the Department deems necessary to protect natural resources and people on city property.
7. The Permittee, as directed by the Department, shall dispose of all waste and debris resulting from this activity. The commercial activity shall not damage, destroy or diminish state property, natural amenities or facilities except for normal wear and tear. No natural vegetation shall be cut, pruned, cleared or altered and no soil disturbed without prior approval of the Department.
8. The Permittee shall maintain the permit area in a safe condition for the duration of the activity.
9. The Department is not responsible for any actions or inactions of the Permittee.
10. The Permittee shall not interfere with vehicular or pedestrian traffic without prior Department approval.
11. This permit and all attachments shall constitute the entire permit superseding any previous permits.
12. Other permit conditions or a map of the area to be sued may be attached hereto by the Department.

APPROVED

DENIED

Signature of Parks & Recreation Director

Date

CERTIFICATION

I hereby certify that the above information is true and correct to the best of my knowledge. I understand and agree to abide by the terms of this agreement and understand that failure to do so may result in revocation of this permit by the Parks & Recreation Department.

Signature of Permittee

Date