



Parks and Recreation Commercial Activity or Services Provided Permit Application

Applicant / Contact Person: _____ E-mail Address: _____
 Name of Business: _____ Type of Business: _____
 Mailing Address: _____ City/State/Zip: _____
 Telephone: _____ Cell Phone: _____ Website Address: _____

Requested Locations: (can only be parks for this application)

- 1. _____ 2. _____
- 3. _____ 4. _____

Expected periods of use: Beginning Date: _____ Ending Date: _____

Days and hours of operation: am/pm

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

Please attach the following documentation: (incomplete applications will not be considered)

- Copy of Sales Tax License
- Copy of current Business Sales License
- Copy of current insurance policy or certificate of insurance for business:
 Minimum Coverage: 1,000,000
 Cancellation Period: 30 days
 Additionally insured: The Town of Castle Rock, its officers, officials and employees
- Service Provided Description, class size, class listing, if applicable

Vending Cart/ Food Truck additional required information:

- Complete menu, including pricing information
- Photograph or detailed drawing of vending cart and/or vehicle
- Letter from Commissary (for warm or cooked foods only), if applicable
- Copy of Health Department license/permit
- Fire Inspection of mobile unit

APPLICATION IS NOT VALID UNLESS SIGNED BY APPLICANT

As the applicant, I hereby agree and understand that it is my responsibility to oversee all contractors, vendors or parties affiliated with the event and to insure compliance with all policies, rules and regulations, and guidelines of the Town of Castle Rock Parks and Recreation and other relevant procedures and laws (see reverse side). I understand that any violations may result in immediate cancellation of the reservation and/or revocation of the permit. I understand that the permit is non-transferable.

Applicant Signature: _____ Date: _____

Town of Castle Rock | Parks and Recreation Department
Contact: Tara McGraw | Administrative Systems Technician
 Central Service Center | Parks Maintenance Division
 1400 Caprice Drive | Castle Rock, CO 80109
 Direct 720-733-2260 | Cell 303-435-1576 | tmcgraw@CRgov.com

**Annual & Daily Fees – Varies Per Location
\$300-\$750**

All requests will be considered based upon the following criteria:

- Location**

- Similar service provided/
concessions**

A vendor in good standing who has operated the site on a regular basis for the prior 6 months has first option to the permit for that site for the following season. All other locations will be accepted on a first come, first served basis.

Park Locations

Bison Park - 1390 Clear Sky Way
Butterfield Park - 3952 W. Butterfield Crossing
Centennial Park - 22 N. Gilbert Street
Festival Park - 300 Second Street
Founders Park - 4671 Enderud Road
Gemstone Park - 6145 Sapphire Pointe Blvd.
Matney Park - 5790 Lantern Circle
Metzler Ranch Park - 4175 Trail Boss Drive
Mitchell Gulch Park - 200 Mikelson Blvd.
Paintbrush Park - 3492 Meadows Blvd
Parrish Memorial Park – 2020 Fiddle Road
Philip S Miller - 1375 W. Plum Creek Pkwy
Rock Park - 1710 Front Street
Rhyolite Regional Park - 1701 Crystal Valley Pkwy
Wrangler Park - 2418 Autumn Sage Court
Open Space Areas - Various

Commercial Activity Rules and Regulations

The Commercial Activity Permit provides licensed vendors/businesses the opportunity to sell various items/programs/classes as listed on their application/permit at designated sites approved by the Town of Castle Rock. Non-permitted vendors are not allowed within 300 feet of Town of Castle Rock parks. **See applicable rules and regulations.**

1. Town of Castle Rock Parks and Recreation reserves the right to revoke any issued Commercial Activity or Services Provided Permit.
2. Assignment: Licensee shall not assign this Agreement without the written consent of the Town.
3. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.
4. Delays: Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.
5. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
6. Integration and Amendment. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
7. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
8. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.
9. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
10. Indemnification. Licensee expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or

may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by Licensee or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice thereof to Licensee.

11. **Work By Illegal Aliens Prohibited.** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
12. **Subcontractors.** Licensee shall not subcontract any task it is to perform under the terms of this Agreement without prior written consent of Town.
13. **Independent Contractor.** Licensee and Town hereby represent that Licensee is an independent contractor for all purposes hereunder. As such, Licensee is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Licensee shall not create any indebtedness on behalf of the Town.
14. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Licensee, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Licensee receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
15. **Termination.** In the event of breach of this Agreement or violation of any law by Licensee, the Town may terminate this Agreement by giving the Licensee thirty (30) days notice in writing, specifying the matter(s) in which the Licensee is in default or has violated the law. In the event such matter(s) are not remedied within the 30 day period, the Agreement shall be terminated and be of no further force and effect. Licensee shall be given an additional fifteen (15) days to remove its equipment, or said equipment shall become the property of the Town.
16. **Venue.** Venue for any action occurring under or arising out of this Agreement shall be in Douglas County, Colorado.
17. **Employment Laws and Regulations:** All employment policies and practices must meet with the requirements of the Fair Labor Standards Act and all other regulations required by the U.S. Department of Labor, Colorado, and local regulatory bodies.
18. **Taxes and Assessments:** The permit-holder is responsible for the collection and payment of all taxes and assessments applicable to its operations. Failure to comply with all taxes and assessments can and will result in permit being revoked.
19. **Other Laws:** The permit-holder must operate in strict compliance with all applicable laws, status, rules, regulations, and requirements for local and state government.
20. **Health Department Rules and Regulations:** The permit-holder and all employees agree to abide by all health department rules.
21. **Customer Service:** Do not swear or use offensive language, make obscene gestures, or engage in offensive behavior or engage in any illegal activities at the location. Treat customers kindly and with respect at all times. You are not allowed to slander, threaten or harass other vendors.
22. **Hours of Operation:** Business may be conducted between 9 am – 10 pm daily unless otherwise indicated on the permit.
23. **Display of Permit:** The Commercial Activity Permit must be displayed in a prominent location or on the cart/vehicle and visible from a minimum of 50 feet. Services Provided permit must have permit on site.
24. **Litter and Waste Materials:** All paper and litter within 25 feet of the assigned site must be picked up and disposed of properly. The permit-holder will provide a suitable container for placement of such litter by customers and other persons. Trash receptacles are for general park users and may not be used in place of vendor's containers.
25. **Permit renewal:** Permits must be renewed on an annual basis for daily permits. Appointments must be made anytime between 7 am – 3 pm Monday through Friday. Please call Tara McGraw at 720.733.2260 or email parks@crgov.com.

Commercial Activity and Field Usage in Parks

Tier 1 Parks- Locations with high priority field use, can be reserved hourly for the cost of the field or a space can be reserved in the park annually.

	*Any Activity on a field Field User Agreement Required	**Groups of 1-5 Commercial Activity Permit Required	**Group Size 6-20 Commercial Activity Permit Required
	Field Usage Fee Rental (2 hour minimum)	Approved Space/Time within park- no more than 2 hrs per day, 3x per wk (does not include the field)	
Bison Park 1390 Clear Sky Way	\$25hr	\$600 annually	\$750 annually
Festival Park 300 Second St.	Not Available	Not Available	Not Available
Philip S. Miller Park 1375 W. Plum Creek Parkway	\$35hr	\$600 annually	\$750 annually
Rhyolite Regional Park 1701 Crystal Valley Parkway	\$35hr	\$600 annually	\$750 annually
Metzler Ranch Park 4175 Trail Boss Drive	\$35hr	\$600 annually	\$750 annually

Tier 2 Parks- Locations can be reserved hourly for the cost of the field or a space can be reserved in the park annually

	*Any Activity on a field Field User Agreement Required	**Groups of 1-5 Commercial Activity Permit Required	**Group Size 6-20 Commercial Activity Permit Required
	Field Usage Fee Rental (2 hour minimum)	Approved Space/Time within park- no more than 2 hrs per day, 3x per wk (does not include the field)	
Butterfield Crossing Park 3952 Butterfield Crossing Dr.	Not Available for 2022	Not Available for 2022	Not Available for 2022
Centennial Park 22 N. Gilbert St.	\$15hr	\$400 annually	\$500 annually
Founders Park 4671 Enderud Blvd.	\$20hr	\$400 annually	\$500 annually
Gemstone Park 6145 Sapphire Pointe Blvd.	\$25hr	\$400 annually	\$500 annually
Matney Park 5790 Lantern Circle	\$25hr	\$400 annually	\$500 annually
Deputy Zack S. Parrish Park 2020 Fiddle Rd.	\$25hr	\$400 annually	\$500 annually
Mitchell Gulch Park 200 Mikelson Blvd.	\$20 hr	\$400 annually	\$500 annually
Paintbrush Park 3492 Meadows Blvd.	\$25hr	\$400 annually	\$500 annually
Wrangler Park 2418 Autumn Sage St.	\$20hr	\$400 annually	\$500 annually

Tier 3 Parks- Locations without field rentals but a space can be reserved in the park annually

	*Any Activity on a field Field User Agreement Required	**Groups of 1-5 Commercial Activity Permit Required	**Group Size 6-20 Commercial Activity Permit Required
	N/A	Approved Space/Time within park- no more than 2 hrs per day, 3x per wk	
Baldwin Park 2417 Plum Creek Parkway	N/A	\$300 annually	\$400 annually
Castle Highlands Park 1735 Granger Circle	N/A	\$300 annually	\$400 annually
Castle North Park 801 Canyon Drive	N/A	\$300 annually	\$400 annually
Plum Creek Park 3517 Mount Royal Drive	N/A	\$300 annually	\$400 annually
Plum Creek and Gilbert Park 215 Plum Creek Parkway	N/A	\$300 annually	\$400 annually
Triangle Park 804 Sixth St.	N/A	\$300 annually	\$400 annually
Quartz Park 2054 Quartz St.	N/A	\$300 annually	\$400 annually
Skyward Park	N/A	\$300 annually	\$400 annually

Municipal Code: 12.12.030 - General Rules and Regulations

It shall be unlawful to conduct any commercial activity, or provide any service, product or activity for which a fee is charged, on any park or open space lands, except when such activity is authorized in writing by the director of Parks and Recreation.

*Any field being used for a planned activity or class is required to obtain a Field user permit through the athletics division. To reserve a field, email athleticfields@crgov.com

**Commercial activity permit holders may need to change locations depending on programs and events scheduled in the parks. These scheduled programs and events have priority and groups must agree to find another location in the park. To obtain a commercial activity permit, email parks@crgov.com or 720-733-2260.