

Jericho Underhill Park District P. O. Box 164 Underhill, VT 05489 802-899-1141

MRP Facility Rental & Commercial License Permit Regulations

General Conditions of Use

- 1. All applications are approved on a first-come, first-served basis. Applications must be made in writing and submitted a minimum of 3 weeks prior to the first proposed use of the facility.
- **2.** Applicant (over the age of 18) for each group must be designated and responsible for the actions of the members of that group.
- **3.** Applicant must ensure that all participants & vendors follow the <u>park rules</u> documented on the park website.
- 4. Permits for the following facilities: Wilson A. Bentley Pavilion, Eagles Meadow, Lauryn Ashley Stockdale Memorial Athletic Fields or Front Lawn are for exclusive use of the facility for the requested date & time and **not** the park as a whole.
- 5. Facilities reserved for individual or group commercial enterprises with the intention of selling items or services must apply for the **Commercial License Permit**.
- 6. Eagles Meadow permits requesting fire pit usage require the applicant to obtain a **Fire Permit** from the Town of Jericho.
- 7. Access to park trails and grounds must **not be** restricted in any way.
- 8. Structures
 - Canopies, umbrellas and tents MUST be securely fastened to the ground with stakes at each corner.
 - Storage of equipment on park premises is not allowed.
 - 9. Electricity
 - Available at the Pavilion
 - \$15 fee when associated with a Pavilion rental.
 - In the event that the vendor provides their own generator, the generator shall be rated as "quiet" (60dB or less). The generator cannot be placed in close proximity to the vendor's vehicle and all electrical cords must be properly insulated, grounded and covered to prevent tripping hazards.
 - Use of electric vehicles to provide electricity is allowed. They are subject to the same restrictions as generators documented above. They are also subject to vehicles GVWR & width restrictions documented below (see section Vehicle access within the park (over the bridge) below.
 - Not available in the Driveway or Parking Area, Front Lawn, Eagles Meadow Picnic Area or Field facilities.
- 10. Advertising / Signage

- No permanent advertising/signage is permitted. Additionally, all advertising/signage must be approved by the JUPD Board Of Trustees.
- 11. Grounds / Trail / Field
 - Markings must be environmentally friendly materials.
 - Fixed park features such as trees, rocks and structures must not be marked with paint, carvings or other permanent methods. No nails, staples or other disfiguring materials may be used in the Pavilion or on any other Park structure.
- 12. JUPD reserves the right to require traffic control personnel and / or event insurance for the event at the applicant's expense.
- 13. Hours of operation must coincide with that of the facility rental with maximum operating hours being the park open hours dawn to dusk
- 14. Permits may be revoked at any time by the JUPD for Violations of permit approved use.
- **15.** Cancellations and refunds may be requested up to 14 business days prior to the event. Refunds will not be issued due to poor weather conditions.
- **16.** Bank returned checks will be charged a \$50 fee in addition to the face value of the dishonored check.

Vehicles at the Park (Parking & Front Lawn Areas)

The following guidelines & restrictions apply:

- 1. The location and operation of the facilities rental vehicle shall create no safety or environmental hazard.
- 2. Parking
 - Front Lawn renters are requested to set up on the front lawn grass area and not in the driveway or parking lot.
 - Renters needing to leave a vehicle in the parking areas are requested to
 - Minimize their impact on public parking by taking up no more than two parking spaces,
 - Park only in designated areas. Driveways, park walkways and ADA parking must be kept clear at all times. The posted entrance and exit directions must be observed.
 - A maximum of 2 vehicles per facility rental are allowed.

Vehicle access within the park (over the bridge)

- 1. Allowed for purposes of unloading, re-loading, and handicapped drop-off only. Vehicles must be returned immediately to the parking area unless specifically authorized to remain within the park.
- 2. There is no driving / parking on the playing fields.
- 3. Vehicle requests for **over the bridge** access will be required to submit a vehicle & trailer Gross Vehicle Weight Rating (GVWR) certificates & documented widths at time of application. This requirement applies per renter associated with a facility rental. (See note A at end of this document for details on GVWR.)

- Vehicles & trailers with combined GVWR less than ten thousand pounds (10,000) / (4,536 kg) & maximum width of less than ten feet (10) wide will be allowed access.
- Vehicles & trailers with combined GVWR greater than ten thousand pounds (10,000) / (4,536 kg) and/or greater than 10 ft wide will not be permitted. These vehicles exceed the bridge's weight and size allowances.
- **4.** 3rd party vendor vehicle requests for access **over the bridge** access will be required to submit:
 - Vehicle & trailer Gross Vehicle Weight Rating (GVWR) certificates documented above and,
 - Liability insurance coverage for the event, in the amount of \$1,000,000.00 listing the Jericho Underhill Park District as the certificate holder.

Field Conditions of Use

- 1. All leagues/teams/groups must be permitted for field use.
- 2. All equipment (stakes, flags, goals with nets removed...) must be removed from the fields by the requested end date in the permit.
- 3. Fields may be deemed unplayable due to weather conditions or field conditions. Any field with standing water on the playing surface is unplayable, whether or not it has been posted as such. Every attempt will be made of offer reschedule date(s) otherwise no field use fee will be charged.

Groups in violation of any of the field conditions of use, will result in a \$150 fine and be responsible for the costs of repairs to re-establish the turf to its original condition in the event of field damage.

Vending at Mills Riverside Park

A **vendor** is defined as a person or company that is under contract to offer services, merchandise, food and/beverages to event attendees.

A **facility renter** is defined as a person who has reserved one of the approved park facilities – Pavilion, Eagles Meadow Picnic Area, Front Lawn or Field for purposes of a private event.

Vendors (food trucks, ice cream, caterers, etc.) **are prohibited** within the boundaries of MRP, including road and parking areas, except when permitted by written authorization from the JUPD Board Of Trustees.

All requests for vending at park facilities are made via the MRP Facility Rental & Commercial Permit application.

Park facilities that allow vendors are: Pavilion, Eagles Meadow Picnic Area and Front Lawn. The park fields and grounds & trails do not allow vendor presence.

Requests for a vendor to be on site must be associated with a park facility / commercial permit. Vendor requests that are not associated with an MRP Facility Rental & Commercial Permit Application will not be approved.

Vendor Vehicle Access to the park

- Vehicles at the Park (Parking & Front Lawn Areas) reference section above.
- Vehicle access within the park (over the bridge) reference sections above for specific vendor insurance requirements.

Additional Vendor rules

- 1. A maximum of 2 vendors per facility rental will be considered.
- 2. Vendors must comply with all regulations documented within this document.
- 3. Vendors shall comply with all applicable local, state, and federal ordinances, laws, and regulations and shall acquire all necessary permits prior to the event.
- 4. Permitting at MRP does not guarantee or include exclusive use of the entire park nor exclusivity of product sales. On many occasions, there may be more than one user group utilizing the surrounding areas. Users may not close public areas or extend their activities into spaces outside of the reserved areas.
- <u>5.</u> Facility Renters assure that the Vendor taking responsibility for the Rental Permit is 21 years of age and that an authoritative representative of the organization, over the age of 21, will remain on the premises for the duration of the event.
- 6. Facility Renter understands that the Vendor organization is solely responsible for determining whether the site is safe and appropriate for use prior to use, and will notify the JUPD Board Of Trustees (<u>jupdistrict@gmail.com</u>) of any known safety hazard. Safety includes protection of park resources as well as participants.
- 7. Food vendors the sale of food and/or beverages must meet all health department regulations.
- 8. No alcoholic beverages shall be sold or dispensed at the site unless specifically approved by JUPD Board Of Trustees.

Cleanup and/or Damage

1. The applicants & vendors shall be responsible for their own trash collection and trash disposal during & cleanup immediately following the event. This includes trash, tents, grills, markers such as flags, surveyors tape and stakes, tables, chairs, etc. must be removed at the end of the event unless special arrangements are made and approved in advance. There is no garbage pickup provided at the park. A minimum fee of \$150 will be assessed if the area is not restored to the original state and trash bags are left behind.

- 2. All accidents, damage, breakage, loss, or maintenance issues must be immediately reported to the JUPD Board Of Trustees (iupdistrict@gmail.com)
- 3. Damages to any facilities at the park will incur a fee for the cost of restoration of these facilities to their original state.
- 4. Cleanup / Damage will be billed to the renter for non-compliance within 60 days after the rental. Future rentals to the renter will be subject to JUPD Board Of Directors discretion.
- 5. JUPD Board Of Trustees will not be held responsible for any personal property loss or damage to vehicles or other personal property.

The JUPD Board Of Trustees reserves the right to approve or deny permit requests and to cancel any reservations due to inclement weather conditions.

Applications will not be considered without all required documentation and a signed liability waiver accompanying the permit or license application.

Note A:

The GVWR is the maximum safe weight a vehicle can carry when fully loaded, including passengers, cargo, and the vehicle itself. Gross Vehicle Weight Rating (GVWR): The weight class of a vehicle with a trailer is determined by the vehicle's GVWR and the trailer's GVWR combined if both exist.

The GVWR for a vehicle can be found on the vehicle's safety compliance certification label, also known as the door jamb label. This label is typically located on the driver's side door lock facing or the door latch post pillar.

The GVWR for a trailer is usually located on the trailer's VIN label, which is usually on the left side of the front half of the trailer.