

1. PUBLIC EVENT PERMITTING POLICY – WORKING DRAFT **DEPARTMENT OF PARKS AND RECREATION – CITY AND COUNTY OF DENVER**

This document summarizes the proposed Public Event Permitting Policy (rules and regulations) in four categories:

- Documenting procedures that are currently in place
- Documenting policies that are currently in place
- Proposing new procedures
- Proposing new policies

Purpose: The purpose of the proposed Policy is to establish an effective mechanism for allowing outdoor public events in Denver parks while safeguarding the parks and the rights of park patrons to access and use the parks. The proposed Policy would set forth the requirements, procedures, and rules and regulations under which outdoor public events may be scheduled and held within Denver parks consistent with the operation and protection of Denver parks and public use of Denver parks.

Proposed New Procedures

- **Event Management Representative:** The Entity Applicant or the Entity Representative may assign an individual, other than the Entity Representative, who will be the main point of contact for all aspects of the Event preparation and management. The Event Management Representative is required to provide documented evidence in the form of a letter on the Entity’s letterhead and signed by an authorized employee or officer of the Entity to the Permitting Office that the Event Management Representative has the authority to act on behalf of the Entity Applicant and may be replaced or substituted only upon written authorization by the Entity Applicant presented to the Permitting Office.
- **Late Submissions:** If a complete and accurate Application is submitted after the deadlines established and published by the Permitting Office, the Permitting Office will consider whether there is adequate time to complete a review of the Application and any required Plans prior to the proposed date of the Event. If the Permitting Office determines there is not adequate time, the Permitting Office may reject the Application. If the Permitting Office determines there is adequate time, the Permitting Office may proceed to review the Application, subject to the timely payment by the Applicant of a Late Fee if set forth in section 39-121(20) of the Denver Revised Municipal Code.
- **Indemnification & Affirmation:** Every Application shall contain the following provision to which the Applicant indicates agreement and acquiescence by signing the Application and, if eventually approved for an Event Permit, by accepting an Event Permit:
 - “With respect to an event proposed to be held or actually held in a Denver park, applicant/permittee will indemnify and defend the City and County of Denver, its appointed and elected officials, employees and agents (the “**Indemnitees**”) against any losses, damages, liabilities, claims, suits, actions, causes of action, costs and expenses that any or all Indemnitees may suffer, incur, or sustain or for which any or all Indemnitees may become liable resulting from, arising out of, or relating to any negligence or intentional misconduct by the applicant/permittee or the applicant/permittee’s officers, employees, workers, volunteers, supplier, service providers, contractors, vendors, agents or other persons or entities under the direction or control of the applicant/permittee.

- **True and complete statements:** I do solemnly swear (or affirm) that all answers given and statements made on this application are complete and accurate to the best of my knowledge and that I have read and understood, and hereby acknowledge my voluntary consent to, the Event Permitting Policy.”
- **Effect:** Submission of a signed Application shall be deemed as proof of the Applicant’s acceptance of, and willingness to comply with, this Policy and the Event Permit (if one is issued).
- **Demonstrations:** A complete and accurate Application for a Demonstration (as defined in other sections of this proposed Policy) must be submitted to the Permitting Office at least fifteen (15) calendar days in advance of the proposed if the organizer wishes to reserve the event space
- **Plans:** (Some have been required in the past. Others have not). One or more of the following Plans may be required for an Event. Consult with the Office of Special Events for specific instructions on the detailed requirements for each plan and which City Agency must provide approval. Submittal of a particular plan does not mean that the required approval and/or permit has been obtained. The fact that a Plan or Plans is not required does not lessen, modify or eliminate the obligation of the Applicant to comply with all other requirements specified in other sections of the proposed policy. DPR and other City Agencies reserve the right to approve, disapprove, or require modifications to, any of the following Plans as a condition of the Final Permit Approval.
 - Traffic Control Plan
 - Parking/alternative transportation plan
 - Bicycle corral plan
 - Fire Safety Protection Plan
 - Emergency Services Plan (including medical services)
 - Load-In/Load-Out Plan
 - Alcohol Beverage Plan (locations and hours of service)
 - Signage Plan and Standards
 - Mitigation Plan
 - Neighborhood Notification Plan
 - Turf, vegetation and Park Amenity Protection Plan
 - Vendor/Sponsor list
 - Security plan
 - Other plans as may be required by other City Agencies.
- **Non-profit Discounts:** Only non-profit entities qualify for non-profit discounts as authorized in the Fee Ordinance and set forth in section 39-121 of the Denver Revised Municipal Code. Verification of § 501(c)(3) status **or Registered Neighborhood Organization status** is required. All proceeds resulting from the Event must be collected and net proceeds retained by the Non-profit entity in order to qualify for the non-profit discount.
- **At least one contact person shall be on-site during the duration of the Permit unless specifically approved by the Permitting Office for pick-up of portolets and barricades on the final Permit day.**
- **Event Hours:** Races and walks may be operated in a Park or Event Site only between 6:00am and 10:00pm. All other Events may be operated in a Park or Event Site only between 8:00 am and 10:00 pm. These Event Hours must be observe unless other times are specified in this Policy for certain Parks or Event Sites or are provided for in the Event Permit (“Event Times”). Any exceptions to these Event Times must be either expressly stated in the Permit or granted by prior written permission of the DPR Executive Director.

- Basis for Denial: The Permitting Office may deny Pending (Conditional) Permit Approval based on the following criteria which shall be specified in the written denial sent by the Permitting Office to the Applicant for an Event Permit.
 - The Application contains false or misleading information material to the issuance of the Event Permit or the Applicant has not provided required or requested information or documentation material to the issuance of the Event Permit.
 - The Applicant has been cited, ticketed, fined or arrested for a violation of Applicable Law related to a prior Event and cannot demonstrate that the violation can be and will be rectified or resolved, including the payment of any fine or penalty, prior to the proposed date of the proposed Event.
 - The Applicant owes money to the City for prior damage to a Park resulting from or related to an Event or has other outstanding and unpaid debts to the City related to a prior Event. What about unpaid debts not related to an event?
 - An amendment proposed by the Applicant is determined to have been submitted too late or is not acceptable under the Policy and the Applicant has refused to withdraw the proposed amendment.
 - The Application indicates that Exceptional Activities or Uses are being proposed for the Event and the Applicant has failed or refused to eliminate or modify the Exceptional Activities or Uses from the Application after being notified by the Permitting Office that these activities or uses will not be allowed or will be restricted.
 - For an Entity Applicant, the Entity is not registered and in good standing with the Colorado Secretary of State.
 - The event will cause excessive interference with neighboring businesses and/or residents.
 - City resources are inadequate to allow the event to occur in a safe manner.
 - The DPR Executive Director determines that other circumstances dictate the Denial.

New Policies

Many of the proposed “new policies” are already currently within the Charter authority of the Executive Director and have been exercised in the past. The reason they are listed under “new” is that factors that will be considered in making certain decisions have been added.

- **Factors** that the DPR Executive Director may consider in determining whether Events can occur in a Park or portion of a Park include, but are not limited to:
 - athletic field conflict (athletics have priority)
 - Acreage of open space in the park
 - Natural area or other vegetation/turf considerations
 - Park classification (regional, community, neighborhood)
 - City Council member input
 - Neighborhood input
- The DPR Executive Director may establish **rest periods, blackout dates and frequency restrictions** in some or all Parks. Factors that the DPR Executive Director may consider in determining rest periods, blackout dates and frequency restrictions in some or all Parks include, but are not limited to:
 - Park location
 - Impact to surrounding community

- Impact on park maintenance requirements
- Natural area or other vegetation/turf considerations
- City Council member input
- Neighborhood input
- Frequency and extent of general use of the park
- The DPR Executive Director may establish **Carrying Capacities** in some or all Parks. Factors that the DPR Executive Director may consider in determining Carrying Capacity in some or all Parks include, but are not limited to:
 - Usable acreage
 - Park classification (regional, community, neighborhood)
 - Availability of Parking in or in the vicinity of the park
 - Availability of public transportation in the vicinity of the park
 - City Council member input
 - Neighborhood input
- **Violations:** If Permittee fails to adhere to or violates the requirements and rules and regulations of this Policy or fails to substantially comply with the terms or conditions in the Event Permit, the DPR Executive Director or his/her designee, at his/her reasonable discretion, reserves the right to suspend or revoke the Permit at any time and not to refund the fees or charges paid by Permittee and/or to impose reasonable restrictions or conditions on the current Event Permit or future Event Permits, commensurate with the nature and extent of any violation and appropriate to rectify the violation or to assure no repeat violation, as the DPR Executive Director deems appropriate under the circumstances.
- **Violations and Enforcement:** Any substantive, flagrant or repeated violation(s) of Applicable Law, this Policy or the Event Permit by the Permittee, the Permittee's agents or representatives, or the Permittee Workers may result in the Event Permit being suspended or revoked without refund of paid Fees or, in the alternative, an administrative citation being issued to the Permittee, the Permittee's agents or representatives, or the Permittee Workers in accordance with the Administrative Citations Rules and Regulations, as amended from time to time.
- **Appeal of for Denial of Final Permit Approval:** Applicant has the right to appeal a denial of Final Permit Approval
- **Appeal of Denial of Permit Application, Denial of Final Permit Approval, or Suspension/Revocation of Permit:**
 - **Right of Appeal:** An Applicant for an Event Permit has the right to appeal a denial of the Application, the revocation of a Pending (Conditional) Permit Approval, the denial of a Final Permit Approval, or the suspension or revocation of a Permit issued under this proposed Policy.
 - **How Made:** Appeal shall be made by submitting a written appeal to the DPR Executive Director stating the basis for the appeal and the requested relief. Such appeal must be received by the DPR Executive Director's office no later than five (5) business days after the date written notice is issued by the Permitting Office of an action which is appealable.
 - **Decision and Notice:** After review of the written appeal and consultation with the Permitting Office, other DPR representatives, and other City Agencies as appropriate, the DPR Executive Director will issue a written decision granting the appeal, granting the appeal with conditions, or denying the appeal. The decision of the DPR Executive Director shall be a final administrative decision.

- **Other requirements:** The DPR Executive Director may impose additional requirements on Events including but not limited to operating a staffed or unstaffed bike corral in the Event Site during the Event, placing recycling containers in the Event Site, removing trash and rubbish from a pre-determined number of blocks surrounding the Park or Event Site.
- Language will be added to hold the Permittee responsible for their sub-contractors' & vendors' rule violations.
- Language will be added to define an extraordinary event and state that it can take priority over a historical event.
- Language will be added to prohibit pulling a permit and not having event or misrepresenting the duration of the event (i.e. permit is for 3 days and the event is only 1 day) except for circumstances as provided in the rules and regulations.
- Language will be added that limits events to only to one event per day per park (except for historical)

Current Procedures

- **Application not a reservation:** An Application for an Event Permit is considered a request. The Park and/or Event Site requested is not reserved. Applications are reviewed and may be accepted or rejected based upon the criteria set forth in sections _____ below. Acceptance of an Application does not constitute a reservation nor permit approval for the requested Event. Reservations are booked when Pending (Conditional) Permit Approval is issued (see section _____ below)
- **Application Form:** Applications for an Event Permit must be submitted on the Application form, as provided by the Permitting Office, and must be fully completed, signed, dated and submitted to the Permitting Office by the deadlines prescribed herein. Only one application can be submitted for any one event with the exception of Recurring Events as defined in section _____ of this policy. All applications for an Event may be rejected if more than one application is submitted.
- **Recurring Events:** Only one application will be accepted for Recurring Events, as defined in section _____ of this Policy, if all of the Events occur in the same park. If one or more Events occur in different parks, one application per park is required
- Exceptional Activities or Uses must be specified on the Application and may require additional information
- **Rejection:** An Application may be rejected due to the following reasons:
 - The Application is incomplete or inaccurate in any aspect material to the review of the Application
 - The Application is not signed by the Applicant
 - The dates and times requested for the Event in a specified Park or Event Site in a Park have already been reserved under a contract or a previously approved permit or the City has a scheduled use of the requested Park or Event Site in a Park, and the Applicant has refused or failed to agree to an alternative Park, Event Site in a Park, or date/time.
 - The requested Park or Event Site in a Park has been closed or restricted in its use at the directive of the DPR Executive Director due to a) damage, repairs, or renovation to the Park; b) legal reasons such as a court or administrative order; or c) a rest period that has been scheduled in advance of an Application being submitted to assure that a Park or Event Site is not overused by Events and has reasonable recovery periods for landscaping after Events.
 - The size, attributes and/or activities, including Exceptional Activities, related to the event are determined to be incompatible with the requested Event Site

- The event will conflict with adjacent park activities
- The event will cause excessive interference with neighboring businesses and/or residents.
- The DPR Executive Director determines that other circumstances dictate the rejection of the Application.
- The park at which the Applicant proposes to hold an Event is not a Park qualified for Events as provided in this Policy or on the Event Park list as it may be developed, modified or updated from time to time by the DPR Executive Director consistent with this Policy.
- The projected attendance for an Event exceeds the Carrying Capacity of the proposed Park and/or Event Site.
- **Corrections to the application:** Upon rejection and subject to such deadlines prescribed in this Part ___, the Applicant may correct and re-submit a complete, accurate and signed Application as required by the Permitting Office by the deadline established and published by the Permitting Office.
- **Applicant Qualifications:** An Applicant may be an unincorporated association represented by an individual person or an individual person acting on his or her own behalf (“**Individual Applicant**”) or a non-profit or for-profit corporate entity (“**Entity Applicant**”).
 - Individual Applicant Qualifications: An Individual Applicant must be at least 18 years of age. The Individual Applicant must be competent, under the law, to commit to perform any obligations set forth in this Policy. The Individual Applicant must manually or electronically sign and date the Application. If requested by the Permitting Office, the Applicant must present a government issued picture identification. The Individual Applicant may be represented by an agent in preparing and submitting an Application, but the Individual Applicant in whose name the Event Permit will be issued must be named as the Applicant on the Application.
 - Entity Applicant/Entity Representative Qualifications: The Entity Applicant must have an identified representative, at least 18 years of age, who will be responsible for performing and complying with the Application process as set forth in this Policy (“**Entity Representative**”). The Entity Representative must either be an employee or a Board Member of the Applicant and may be required to provide documented evidence in the form of a letter on the Entity’s letterhead and signed by an authorized employee or officer of the Entity to the Permitting Office that the Entity Representative has the authority to act on behalf of the Entity Applicant and may be replaced or substituted only upon written authorization by the Entity Applicant presented to the Permitting Office. The Entity Representative must be competent, under the law, to commit the Entity Applicant to perform any obligations set forth in this Policy. The Entity Representative must sign and date the Application and may be required to present government issued picture identification, preferably a driver’s license, upon request of the Permitting Office. The Entity Applicant, in which name the Event Permit will be issued, must be named and fully and correctly identified as the Applicant on the Application.
- **Reservation Priorities:** Applications can be submitted for Event Permits beginning on date and time as established and published annually by the Permitting Office. (“**Advance Reservation**”).
 - Priority Events: An Applicant who desires to be issued an Event Permit for a Priority Event must submit an Application by the deadline established and published by the Permitting office (“**Priority Event Deadline**”). In order to qualify as a Priority Event, the Application must request the same Park where, and the same date/weekend/holiday when, the Event was held during the prior two consecutive years. Applications for Priority Events submitted and accepted by the Priority Event Deadline shall be reviewed first and have priority over all other Applications for Events except for DPR reservations,

City-conducted events, or facilities which are reserved for an event or activities by a third party under a contract with the City. Applications for Priority Events submitted and accepted after the Priority Event Deadline must be submitted no later than 60 days prior to the proposed event and shall have no priority over Applications for Events submitted and accepted after the Priority Event Deadline and must re-submit the Application on or after the date established and published by the Permitting Office for Regular Applications as prescribed in Section ___ below

- In the case where a Priority Event is related to the observance of, and based upon, a Holiday (i.e. Easter Sunday) conflicts with a Priority Event based upon a date (i.e. the first Sunday in April), the Holiday Priority Event takes precedent. The Priority Event based upon a date will retain its Priority Event status for either their initial date/location if/when it becomes available or the new date/location, at the Event's option.
- The Applicant for a Priority Event must remain the same in order to maintain Priority Event status except for 1) if the current Applicant acquired the initial Applicant, or 2) if the new Applicant is a parent or subsidiary of the initial Applicant.
- A one-day Priority Event has priority for that specific day (i.e. the 3rd Saturday of June). Changing the day (i.e. to the 3rd Sunday of June) terminates the Priority Event status.
- If a date or location for a Priority Event is changed due to a DPR decision, the Event retains Priority Event Status either for the initial date/location if/when it becomes available or the new date/location at the Event's option.
- The DPR Executive Director reserves the right to move a Priority Event to a different Park or different date(s) if two or more Priority Events conflict due to movement in the calendar from year to year (i.e. 5th weekends, etc.).
- If a date or location for a Priority Event is changed due to a DPR decision, the Event retains Priority Event Status either for the initial date/location if/when it becomes available or the new date/location at the Event's option.
- The DPR Executive Director may, at his/her discretion, allow for continuation of Priority designation under certain circumstances when an event moves date/location.
- **Non-Priority Events:** An Applicant who desires to be issued an Event Permit for an Event which is not a Priority Event may submit an Application beginning on the date and time established and published by the Permitting Office ("**Event Permit Opening Date**"). The Application must be submitted a minimum of 60 days prior to the proposed event date and shall be subject to the priority of any Priority Event for which an Application has been submitted. Applications for these Events will be considered, and prioritized, in the order submitted.
- **Late Submissions:** If a complete and accurate Application is submitted after the deadlines established and published by the Permitting Office, the Permitting Office will consider whether there is adequate time to complete a review of the Application and any required Plans prior to the proposed date of the Event. If the Permitting Office determines there is not adequate time, the Permitting Office may reject the Application. If the Permitting Office determines there is adequate time, the Permitting Office may proceed to review the Application, subject to the timely payment by the Applicant of a Late Fee if set forth in section 39-121(10) of the Denver Revised Municipal Code.
- **Pending (Conditional) Permit** Approval is granted once all applicable requirements under of this Policy are satisfied and the appropriate application fee is paid. Pending (Conditional) Permit Approval is evidenced by the issuance of a Pending Permit Invoice and associated requirements document when applicable.
- **Tentative:** Pending (Conditional) Permit Approval is only a tentative permit approval subject to the satisfaction of all requirements under Part ___ of the Policy and issuance of Final Permit Approval.

- Conditions: Pending (Conditional) Permit Approval can contain conditions, including additional information requirements, which will need to be satisfied prior to Final Permit Approval or which will be incorporated into the terms of the Final Permit Approval. Any conditions will be set forth in the notification to the Applicant as part of the Pending (Conditional) Permit Approval.
- **Exceptional Activities or Uses:** The Permitting Office will review a request for Exceptional Activities or Uses considering whether such activities or uses: a) are in keeping with uses and activities which have historically been common and customary for Events held in Denver Parks; b) present dangers to persons or property or adverse impacts to the Parks or surrounding neighborhoods beyond those uses and activities which have historically been common and customary for Events held in Denver Parks; and c) will be properly managed and controlled by the Permittee, if a Permit is issued allowing such Exceptional Activities or Uses. DPR reserves the right to approve, disapprove, require modifications to, or impose restrictions and/or supplemental requirements for Exceptional Activities as a condition of the Final Permit Approval. The Applicant will be informed as to whether the proposed Exceptional Activities or Uses have been approved, denied, or if restrictions and/or supplemental requirements will apply. If denied, the reasons for the denial.
- **Notification:** The Applicant will be notified as to whether Pending (Conditional) Permit Approval has been granted or denied and, if denied, the reasons therefore. Such notifications shall be given by the deadline established and published by the Permitting Office. Any notification deadline date falling on a weekend day or a City-observed holiday will not be due until the following business day.
- **Other Departmental Reviews:** Applications are subject to review by other City departments and agencies depending on the nature and extent of the Event and potential Event impacts on the services and resources provided by those City departments and agencies, on City property other than Parks, on traffic impacts, on the safety of citizens, and on neighboring residents and/or business to the Event location. Additional information may be required if the Permitting Office or the reviewing City departments and agencies deem it necessary to assess impacts and actions needed to avoid or mitigate those impacts. This information is to be provided within the time frame prescribed by the Permitting Office or other City department or agency requiring such information. Pending (Conditional) Permit Approval and/or Final Permit Approval may be denied based upon the review and comment of other City Agencies or if the additional information requested is not submitted.
- **General Provisions:** Upon receiving Pending (Conditional) Permit Approval from the Permitting Office, the Applicant shall faithfully and fully complete the following requirements prior to Final Permit Approval, at the Applicant's own expense:
 - **Satisfaction of Requirements:** All of the requirements set forth (to the extent applicable) shall be fully satisfied by the deadline(s) established by the Permitting Office prior to Final Permit Approval being issued by the DPR Executive Director, at his/her sole discretion, agrees in writing to allow a specific requirement to be satisfied after Final Permit Approval and prior to the start of the Event.
 - **Permitting Office Meeting:** A meeting with the Permit Office, other DPR staff, and/or other City Agencies may be required prior to or following Pending (Conditional) Permit Approval to review all remaining requirements of this Policy. The Applicant is recommended to be prepared to address these requirements.
 - **Amendments to the Pending (Conditional) Permit Approval:** Any substantive amendments the Applicant wishes to make to the Pending (Conditional) Permit Approval must be provided in writing to the Permitting Office prior to Final Permit Approval. The Permitting Office shall determine whether the proposed amendments can be timely reviewed or are otherwise acceptable under the Policy. If the Permitting Office determines there is not adequate time to review the amendments or the amendments are

otherwise unacceptable under the Policy, the Permitting Office may reject the amendments. If the Permitting Office determines there is adequate time and that the amendments are acceptable under the Policy, the Permitting Office may proceed to review the amendments, subject to the timely payment by the Applicant of a Change Fee if set forth in section 39-121(10) of the Denver Revised Municipal Code.

- **General Requirements & Restrictions:** Applicant for any Event, including a Demonstration, may be responsible for satisfying the following, and if required, shall be solely at the Applicant's own expense:
- **Event Site Diagrams:** If required, the Applicant must prepare an Event Site Diagram, and present to the Parks representative designated on the Pending (Conditional) Permit by the deadline specified on the Pending (Conditional) Permit.
 - Event Site Diagram for Event: A map of the Park where the Event will be held showing:
 - a) boundaries of the entire footprint of the Event including park property, public right of way or other City-owned property, and private property to be occupied or used for the Permit;
 - b) illustrating geographical layout and labeling of Support Facilities for the Event required in Section ___ of this Policy, within the Park or the Event Site in a Park and any public right of way or other City-owned property;
 - c) location of access points for the purpose of Load-In and Load-Out;
 - d) the location(s) of public access to any fenced or otherwise physically restricted areas of the event site;
 - e) the location of fencing or other barricades within the Park or the Event Site in a Park and any public right of way or other City-owned property, and
 - f) location and layout of any other items specified in the Plans under Section ___ of this Policy if physically located within the Event Site.
 - Event Site Diagram for Parade or Race/Walk: In addition to the applicable requirements for Event Site Diagrams for Events, a map of where the Parade or Race/Walk will be held showing the route for the Parade or Race/Walk, the start/finish points and/or entry and exit points from any Park as well as the location of all Support Facilities.
 - Changes: It is the responsibility of the Applicant to promptly and accurately inform all impacted City Agencies of any proposed changes to an Event Site Diagram by the submittal of a revised Event Site Diagram to the impacted City Agencies by the established deadlines by each Agency. All changes are subject to the review and approval by the Agency with jurisdiction over the change. In addition, the Permitting Office may require revisions to the proposed changes of an Event Site Diagram in order to avoid or mitigate adverse impacts to the Park, surrounding property, right of way, patrons of the Park, Attendees, etc.
 - Approval: All Event Site Diagrams are subject to the review and approval of the Permitting Office, other authorized Parks representatives, and/or other City Agencies with jurisdiction over an area impacted by the Site Diagram. An Event Site Diagram may be rejected if it is inaccurate, incomplete or does not conform to the requirements of this Section. In addition, the Permitting Office may require revisions of an Event Site Diagram in order to avoid or mitigate adverse impacts to the Park, surrounding property, right of way, patrons of the Park, Attendees, etc.
 - Technical Requirements for Event Site Diagrams: Event Site Diagrams must be submitted meeting Permitting Office requirements if provided.
- **Support Facilities:** The Permittee is responsible for supplying, arranging for the transportation, installation, operation, maintenance, dismantling, and removal of all Support Facilities, as defined in Sub-section of this Policy and as further provided in this Section and elsewhere in this Policy. Any support facilities owned or managed by DPR that are located within the Event Site may not be used unless advance approval is granted by the Permitting Office. All Support Facilities must be safe, serviceable, and of adequate numbers and functionality to appropriately support the Event. The Applicant must meet the minimum requirements if they are established and published

by the Permitting Office. If the minimum requirements are not specified, the DPR Executive Director may require modifications to the Permittee's proposed Support Facilities plan. All Support Facilities must be performed in accordance with the approved Plans under Section ___ of this Policy if such Plans are required for the Event and all Support Facilities must be accurately represented on the Event Site Diagram if a Site Diagram is required. For all Support Facilities, the installation or function of the items – only water barrels, sand bags or metal weights, or other devices not penetrating the surface of the ground or attaching to fixtures or vegetation, are permitted to stabilize and secure these items. The Permittee is also responsible for the retention and supervision of the Permittee Workers to perform this work and to staff the Support Facilities. Copies of the executed service contract or proof of deposit for any Support Facilities required by this Policy or the Pending (Conditional) Permit Approval must be delivered to the Permitting Office by the deadline established and published by the Permitting Office.

- **Power & Heat:** The provision of all electrical and heating systems and connections and for all power and heat service. If accessible electrical service is available in the Park where the Event is to be held, Permittee and Permittee Workers may use this electrical service, provided that the Permittee pays the prescribed electrical service charge set forth in section 39-121(10) of the Denver Revised Municipal Code by the deadline established and published by the Permitting Office. Otherwise, the Permittee shall be responsible for providing electrical and heat service, as needed.
- **Security**
 - **Overnight Security:** Overnight security is required for the duration of the Permit if the Permit spans curfew (11:00 p.m. to 5:00 a.m.) and shall be sole responsibility of the Permittee. Overnight security must be provided by private security companies that are merchant guard licensed and bonded and insured or by off-duty law enforcement officers. Overnight security must be provided during all times that event staff are not on site. The Applicant must meet minimum requirements if they are established and published by the Permitting Office. No bailment or other duty to protect items left in a Park overnight is created or exists on the part of the City or the Permitting Office. Any overnight security arrangements must be demonstrated to the Permitting Office by the deadline established and published by the Permitting Office. An exception to the Overnight Security requirement may be granted by the DPR Executive Director, or his/her authorized representative, if only portolets are on site the night before or after the Event.
 - **Alcohol Security:** Alcohol Security is required for all Events serving or selling alcoholic beverages and shall be the sole responsibility of the Permittee. Alcohol Security must be provided by Denver Police off-duty officers and must be in place during all Event hours. An exception to the requirement that Denver Police off-duty offices provide Alcohol Security may be granted by the DPR Executive Director under special circumstances. The Applicant must meet minimum requirements if they are established and published by the Permitting Office. Any Alcohol security arrangements must be demonstrated to the Permitting Office by the deadline established and published by the Permitting Office.
 - **Other Required Security:** The DPR Executive Director, or his/her authorized representative, may require the Permittee to engage and pay for Park Rangers in addition to any other security requirements. This Other Required Security requirement will be triggered if the DPR Executive Director determines that the Event's attributes require Park Ranger services beyond those that would normally be performed. Factors that the DPR Executive Director will consider in determining whether the Permittee is required to engage and pay for Park Rangers in addition to any other security requirements include, but are not limited to:
 - Public safety

- Event size
- Event activities/amenities
- Likelihood of/historical rule violations
- Potential noise issues
- Protection of natural areas or other vegetation
- **Recommended Security:** The Permittee is urged to consider retaining security by private security companies that are merchant guard licensed and bonded and insured or by off-duty law enforcement officers even when not required by this section. The fact that security may not be required by this Policy shall not lessen, modify or eliminate the responsibilities and liabilities of the Permittee under this Policy and the Event Permit.
- **Insurance and Indemnification:** The Permittee is obligated, at the Permittee's own expense, to arrange to obtain and maintain the insurance coverage for the duration of the Permit as specified in this Section, to the extent applicable. Insurance must be in the name of the Applicant/Permittee [This section needs to be further reviewed by Risk Management.]
 - **General Liability:** General liability coverage with minimum limits of \$1,000,000 per accident and in the aggregate is required for all Events except for Demonstrations (as defined in another Sub-section of this Policy but excluding Entertainment, Alcohol Beverages, Food and Beverage Sales, Goods and Services Vending, Sporting Activity, Electronics, Animal Shows, Parades, Race/Walks, and Admission-Based Events, as these words or terms are defined in other Sub-sections of this Policy) which must have general liability coverage with minimum limits of \$250,000 per accident and in the aggregate. The City, its elected and appointed officials, employees and volunteers shall be named as additional insureds. The policy must be primary, and a waiver of subrogation shall apply.
 - **Exclusions:** Exclusions to the general liability coverage that limit or deny coverage with respect to certain activities that might occur during the Event or with respect to sexual abuse, molestation or misconduct impacting youth, disabled, elderly or other vulnerable populations who might attend the Event must be expressly identified to the Permitting Office. The City reserves the right to require alternative protection, solely at the cost of the Permittee, in the event of such exclusions, including but not limited to special insurance coverage or endorsements or limitations on uninsured activities occurring during the Event, as the Permitting Office deems appropriate.
 - **Liquor Legal Liability Coverage:** If the sale or service of Alcohol Beverages is authorized for the Event under this Policy and in the Event Permit, then liquor legal liability coverage of not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit is required. The City, its elected and appointed officials, employees and volunteers shall be named as additional insureds. The policy must be primary, and a waiver of subrogation shall apply.
 - **Sports/Athletic Insurance:** Additional Insurance requirements may be imposed if sports/athletic activity is a component of the event as determined by the City Risk Management Office.
 - **Proof:** Proof of the insurance coverage required under this Section must be delivered to the Permitting Office by the deadline established and published by the Permitting Office.
 - **Indemnification:** In addition to the required insurance under this Section, the Permittee is required, as a condition of the issuance of the Event Permit, to indemnify the City, its elected and appointed officials, employees and volunteers as provided in Sub-section ___ of this Policy. Insurance coverage requirements specified in this Section

shall in no way lessen or limit the liability of the Permittee under the terms of this indemnification obligation.

- **Additional Conditions and Terms:** Additional Conditions and terms may be imposed by the DPR Executive Director in order to receive Final Permit Approval. The criteria and considerations that would trigger these additional conditions and terms include, but are not limited to:
 - The Event will occur during a single day or for multiple days, consecutive or a series of regularly scheduled Events.
 - The Event will occur in more than one Park or Event Site in a Park.
 - The Event will require the closing and use of right of way or other City-owned property adjoining or near the Park or Event Site in which the Event will be held.
 - The nature and extent of the Event presents the likely potential for exceptional adverse physical impacts upon the Park for which special requirements or restrictions are necessary to assure that the Park will be protected or will readily recover from an Event.
 - The potential adverse impact of the Event on other park patrons (not attending the Event), including access to and use of various recreational and other facilities located in the Park.
 - The potential adverse impact of the Event on other operations in a Park, such as a zoo, museum, botanic garden, golf course, concessionaire, etc.
 - The potential adverse impact of the Event on nearby residences, schools and businesses.
 - Availability of lawful parking for the Event within and outside the Park and the impact of off-site parking on surrounding neighborhoods.
 - Accessibility and usability of the Park or the Event Site in a Park in light of the anticipated needs and demands of the Event.
 - The need to effectively address adverse impacts of amplified sound as provided in another section of this Policy.
 - If applicable, the ability to control alcohol sales, service and consumption within the Park or the Event Site in a Park in accordance with Applicable Law and the Alcohol Policy.
 - If applicable, the suitability of the Park or the Event Site in a Park based on the proposed Exceptional Activities and Uses of an Event.
- **Mitigation measures:** The DPR Executive Director will consider any mitigation measures proposed by the Permittee that are reasonably available to reduce or eliminate adverse impacts and other negative factors that may arise as part of the evaluation of the above criteria for the Park or the Event Site in a Park.
- **Permit Fees:**
 - **When Required:** Permit Fees are required for all types of Events permitted under this Policy except for Demonstrations and Events co-sponsored by the City.
 - **Amount:** The amount of the Permit Fees is as specified in section 39-121(10) of the Denver Revised Municipal Code. Permit Fees are due by the deadline established and published by the Permitting Office and no Final Permit Approval shall be granted unless all Permit Fees are fully paid.
 - **Form of Payment:** The required amount of the Permit Fees must be made by cash, credit card, or check by the deadline established and published by the Permitting Office or other method as may become available and approved by DPR.
- **Security/Damage Deposits & Other Financial Assurances:**
 - **When Required:** Security/Damage deposit requirements are as set forth in Municipal Code section 39-121. Security/Damage deposits are not required for Demonstrations.

- The required amount of the Permit Fees must be made by cash, credit card, or check by the deadline established and published by the Permitting Office or other method as may become available and approved by DPR.
- **Amount:** The amounts of the security/damage deposit required for specific Events are as specified in section 39-121 of the Denver Revised Municipal Code.
- **Other Financial Assurances:** For Events involving Exceptional Activities or Uses, the amount of security/damage deposit specified in section 39-121(20) of the Denver Revised Municipal Code may be increased or substituted by other forms of financial assurances, as specified by the DPR Executive Director, in order to assure adequate funds are available for the restoration of the Park. The Permitting Office may require that the financial assurances be covered by means of a property damage bond or a letter of credit, approved by the Denver City Attorney's Office. The additional security/damage deposit and/or approved form of the bond or letter of credit, fully executed by the surety, shall be delivered to the Permitting Office by the deadline established and published by the Permitting Office.
- **No Reduction of Permittee's Obligations:** Providing a security/damage deposit, bond or letter of credit, as provided in this Section, shall not lessen, modify or eliminate the clean-up, repairs, and replacement responsibilities and liabilities of the Permittee under this Policy and the Event Permit.
- **Cost Recovery:** Should Permittee fail to perform as specified in this Policy and the Event Permit, the City shall be entitled to retain such portions of the security/damage deposit or make a call on the bond or letter of credit as reasonably necessary to assure performance of the clean-up, repairs, and replacement for damages to the Park or any other outstanding financial obligation related to the Event. If the actual costs for such work exceed the amount of the security/damage deposit, the bond or the letter of credit, the City shall not be limited by the amount of the security/damage deposit, the bond or the letter of credit in its claim against Permittee for actual damages. The Permittee will be invoiced for any such costs with payment due thirty (30) calendar days from the invoice date.
- **Refund:** If the City has no claim against the security/damage deposit, the bond, the letter of credit, the security/damage deposit shall be returned to the Permittee or the bond or letter of credit relinquished within sixty (60) calendar days following the last day of the Permit. If the City does have a claim against the security/damage deposit, the bond, or the letter of credit, the remaining portion of the security/damage deposit shall be returned to the Permittee or the remaining bond or letter of credit relinquished within sixty (60) calendar days following the last day of the Permit unless extenuating circumstances require additional time. The Permittee will be notified of the need for additional time within sixty (60) calendar days following the last day of the Permit.
- **Claims:** Following the post-Event walk-through, any claims that the City may have or that the City perceives a third party may have will be identified to the extent that such claims are known. The City may proceed against the Permittee's insurance, security/damage deposit, or other financial assurance in accordance with this Policy to resolve any claims.
- **Other Permits or Licenses:** All permits or licenses required in order to conduct the Event must be obtained and complied with. Permittee may be instructed to provide copies of any or all permits and licenses to specific City Agencies within deadlines as required by said Agencies. Permits and License include, but are not limited to Street Occupancy Permits, Permits allowing the use of other city-owned property, Liquor license, permits issued by the Fire Department, permits to sell food and beverages, etc.

- **Basis for Denial of Final Permit Approval:** If any misrepresentation on the Application, deficiency or violation under this Policy, or failure to meet the conditions of the Pending (Conditional) Permit is not corrected by the date established by the Permitting Office the Permitting Office may deny Final Permit Approval. The Permitting Office will provide written notification to the applicant specifying the basis for the denial.
- **Final Permit Approval:**
 - **Notification:** Upon determination that all of the requirements of this Part have been satisfied, the Permitting Office shall send written notice to the Applicant of the Final Permit Approval, any conditions and terms set under Sub-Section ____, other requirements or restrictions under this Policy.
 - **Permittee:** The Event Permit will be issued in the name of the Applicant named and identified on the Application for the Event. This Permittee shall be responsible and potentially liable for failure to perform in accordance with the Event Permit, this Policy and Applicable Law. Any effort to delegate or assign this responsibility and liability by the Permittee shall not be binding on the City, the DPR Executive Director, or the Permitting Office, even if so informed of the delegation. The City reserves the right to hold the Permittee fully accountable for any violation of the Event Permit, this Policy and Applicable Law.
 - **Issuance of Event Permit:** Upon the Permittee signing the Final Permit Approval acknowledging its intent to comply with the requirements and restrictions of the Final Permit Approval and returning this signed Final Permit Approval, the Event Permit will be issued with the Final Permit Approval attached.
 - **Alcohol Beverages:** The sale and/or service of Alcohol Beverages shall not be authorized unless it is evident that the Applicant is able to satisfy the requirements and restrictions set forth in Section ____ of this Policy. The sale and/or service of Alcohol Beverages shall not be authorized for any Event if the right to sell and serve Alcohol Beverages for the Event has been suspended under Section ____ of this Policy.
- **Permittee Cancellation:** Any Event Permit cancellation by a Permittee must be provided in writing to the Permitting Office. A cancellation by the Permittee will result in either the payment of a Cancellation Fee or the forfeiture of the Permit Fee, if set forth in section 39-121 of the Denver Revised Municipal Code.
- **Final Permit Suspension or Revocation:**
 - **Force Majeure:** The DPR Executive Director or his/her designee reserves the right to suspend an Event during a certain period of time or to revoke an Event Permit at any time due to unforeseen or unavoidable adverse conditions or circumstances, including but not limited to:
 - inclement weather or other factors which presents potential danger to Attendees or Permittee Workers,
 - temporary poor conditions of the Park which will result in further significant damage to the Park if the Event were held
 - damage to Park requiring closure of the Park and/or immediate emergency repairs, or
 - closure of Park or revocation of an Event Permit based on a court or administrative order.
- **Notification:** The Permitting Office will notify the Permittee of the suspension or revocation as early as possible and will identify the reason for the suspension or revocation. An alternative Park or Event Site in a Park will be offered to the Permittee for the Event if a usable Park or Event Site in a Park is available. A refund will be made for such a suspension or revocation if an alternative

Park is not offered or not found to be acceptable. The refund will be pro-rated based upon the number of Event Days revoked. DPR shall have no further liability other than the refund.

Current Policies

- DPR or City-sponsored or City-conducted events, programs, activities and classes have priority over all other requests for the use of Parks, including any Event under this Policy.
- Individuals and entities that have contracted with the City for the reservation and use of an Event Site in a Park or that have previously scheduled a permitted Event to be held at an Event Site in a Park have priority, under this Policy, over all Applications for the same Event Site for the date and time already reserved or permitted.
- Events are allowed to be held in certain Parks and are prohibited from being held in other parks.
- A Demonstration, as defined in Sub-section ___ of this Policy, may be permitted in any Park or event site in a park. A Demonstration may be held as part of an Event under Sub-section ___, a Parade in a Park under Sub-section ___, a Race/Walk under Sub-section ___, and Admission-Based Events under Sub-section ___.
- Events involving Entertainment, Alcohol Beverages, Food and Beverage Sales, Goods and Services Vending, Sporting Activity, Electronics, and/or Animal Shows, as these words or terms are defined in Sub-sections ___ of this Policy, but excluding Parades, Race/Walks, and Admission-Based Events as these words or terms are defined in Sub-sections ___, may be permitted only in the Parks and/or Event Sites listed on an Event Park list, as it may be developed, modified or updated from time to time by the DPR Executive Director consistent with this Policy.
- Parades in Parks, as defined in Sub-section ___ of this Policy may be permitted only in the Parks and/or Event Sites listed on an Event Park list, as it may be developed, modified or updated from time to time by the DPR Executive Director consistent with this Policy.
- Race/Walks, as defined in Sub-section ___ of this Policy may be permitted only in the Parks and/or Event Sites listed on an Event Park list, as it may be developed, modified or updated from time to time by the DPR Executive Director consistent with this Policy.
- Admission-Based Events, as defined in Sub-section ___ of this Policy may be permitted only in the Parks and/or Event Sites listed in the Department of Parks and Recreation Admission Based Events Policy, as it may be modified or updated from time to time.
- Skating Events (including skate boards, roller blades, in-line skates, and similar human-propelled devices) may be permitted only in the Denver Skate Park (19th Street and Little Raven) unless another Park is authorized by the DPR Executive Director.
 - The DPR Executive Director may establish specific rules, regulations & restrictions for some or all Event Parks.)
 - **Right of Way or other City Property:** An Event may require the occupancy or use of public right of way or other City-owned property in the vicinity of the Park in which an Event will be held. The Permittee must comply with all requirements, procedures and rules and regulations as set forth in this Policy in addition to any rules, regulations, requirements, restrictions or fees imposed by the City departments or Agencies as defined below.
 - Public Right of Way: The Applicant for an Event Permit shall make application and obtain any street occupancy permit and any other permit or license required by the Denver Department of Public Works (“**Public Works**”) for the closure and use of any right of way under the jurisdiction of Public Works. This closure and use includes traffic control and Load-In and Load-Out. All permit requirements imposed by Public Works shall be complied with and all fees required by Public Works shall be paid for, in addition to the requirements and Fees of DPR under this Policy.

- **Other City Property:** The Applicant for an Event Permit shall likewise make application and obtain any permits or licenses required by any City department or agency which has jurisdiction over any land or building to be used in conjunction with the Event. These departments or agencies include, but are not limited to, Facilities Management, Arts & Venues, and the Denver Public Library. This occupancy or use includes those for Load-In and Load-Out. All permit requirements imposed by a City department or agency for use of its property shall be complied with and all fees required by said City department or agency shall be paid for, in addition to the requirements and Fees of DPR under this Policy.
- **Walk-Throughs and Inspection:** If required by the Permitting Office or other City Agency, up to three (3) walk-throughs of the Event Site may be required.
 - **Initial walk-through:** The Permittee shall participate in a walk-through of the Event Site, if required, with DPR and other City staff to review the specific layout, infrastructure and load-in/load-out logistics that are proposed for the Event and ensure that the Site Diagram provided is complete and accurate. The Permitting Office, other authorized Parks representatives, and/or other City Agencies with jurisdiction over an area impacted by the Event may require revisions to the layout, infrastructure and load-in/load-out logistics in order to avoid or mitigate adverse impacts to the Park, surrounding property, right of way, patrons of the Park, Attendees, etc.
 - **Pre-Event walk-through:** The Permittee shall participate in a pre-event walk-through, if required, with DPR and other City staff to determine the condition of the Event Site and Park prior to the beginning of the Event. An inspection report of existing conditions and a listing of on-site changes needed for the Event Site shall be prepared and signed by the Permittee and an authorized DPR representative.
 - **Post-Event Walk-Through:** After completion of Load-Out, a post-Event walk-through of the Event Site by the Permittee and authorized DPR representative will occur to review, among other things, any failure to adequately clean the Event Site, unremediated damages and the adequacy of other performance requirements under this Policy. The findings of the Walk-through will be documented and must be signed by the Permittee and an authorized DPR representative.
- **Contact Person:** Prior to the issuance of Final Permit Approval, the Permittee shall provide the names of the person or persons responsible for managing the Event along with the addresses, cell phone numbers and email addresses of said person or persons. The contact person or persons must be available 24 hours a day during Load-In and Load-Out and during the Event.
- **Availability of Permit:** The Event Permit must be maintained on site in the possession of the Permittee or the Permittee's contact person at all times during the duration of the Permit. The Event Permit shall be presented for inspection upon request of representatives of DPR and other City departments and agencies.
- **Conduct of Event:** The Permittee shall be responsible for conducting the Event in a safe and professional manner and for making certain that the Attendees and other patrons present in the permitted Park or Event Site in a Park are treated in a courteous and respectful manner.
- **Promotion of the Event:** Public notices, media communications, advertising, and sponsorships are solely the responsibility of the Permittee; provided that such promotion involving on-site signage shall be subject to the applicable signage requirements set forth in this Part ___ of the Policy.
- **Cleaning and Damages Repairs & Replacements:** Permittee is responsible for the timely and effective cleaning of all areas of the Event Site and any real or personal property of the City stained during the duration of the Permit, which damage or staining was the result of or associated with the acts or omissions of the Permittee, Permittee's representatives or agents, or

the Permittee Workers or the conduct of the Event. The Permittee is responsible for the full cost of damage repair and/or replacement of any real or personal property of the City damaged or stained during the duration of the Permit, which damage or staining was the result of or associated with the acts or omissions of the Permittee, Permittee's representatives or agents, or the Permittee Workers or the conduct of the Event. However, all damage repairs and replacement work must be performed by the City or its contractors unless specifically authorized by the DPR Executive Director or his/her designee. Security/Damage deposits or other financial assurances provided as required under Section ___ of this Policy do not in any way eliminate, lessen or limit the responsibility or liability of the Permittee under this Sub-section.

- **Booths, tents & canopies:** The location(s) of booths, tents and canopies must be indicated on the Site Diagram and approved by authorized Parks personnel. Staking is not allowed in the installation or function of these items – only water barrels, sand bags or metal weights, or other devices not penetrating the surface of the ground or attaching to fixtures or vegetation, are permitted to stabilize and secure these items.
- **Entertainment Requirements & Restrictions:** For Entertainment, the Permittee shall be solely responsible, at the Permittee's own expense, for the following:
 - Performers: Arranging, booking, transporting, housing, feeding, and providing appropriate facilities, equipment and security for all performers, entertainers and artists.
 - Special Requirements for Support Facilities for Entertainment: Details regarding the size, weight, and location of all Support Facilities for Entertainment must be accurately represented in the proposed Site Diagram. DPR reserves the right to approve, disapprove, require modifications to, or impose restrictions and/or supplemental requirements for Support Facilities for Entertainment.
 - Licensing: Ensure that all music played during the Event complies with all applicable licensing requirements.
- **Alcohol Beverages Requirements & Restrictions:** For Alcohol Beverages, the Permittee shall be solely responsible, at the Permittee's own expense, for the following:
 - Alcohol Policy: The sale, service and consumption of Alcohol Beverages in a Park shall be permitted only if it is allowed under the DPR Alcohol Policy, as it may be amended from time to time. All terms or conditions applicable under the Alcohol Policy must be complied with by the Permittee, the Permittee's representatives and agents, and the Permittee Workers. The DPR Executive Director has the authority to add requirements and/or restrictions beyond those contained in the DPR Alcohol Policy. The sampling or free distribution of Alcohol Beverages is strictly prohibited.
 - **Liquor License:** The right of Permittee or others to engage in the sale and/or service of Alcohol Beverages to the public in a Park shall be strictly subject to the Permittee obtaining, maintaining and complying with all relevant licenses, permits and approvals issued by state and local authorities ("**Liquor License**") in accordance with Applicable Law. Otherwise, the sale and/or service of Alcohol Beverages in a Park is strictly prohibited.
 - **Alcohol Vendor:** If Permittee is authorized to serve and/or sell Alcohol Beverages in the Park during an Event, Permittee may enter into a separate agreement with a properly qualified contractor, vendor or agent ("**Alcohol Vendor**") to manage and operate sale and/or service of Alcohol Beverages in the Park. Upon request, copies of all separate agreements shall be provided to the Permitting Office or other City Agency. Permittee shall be responsible for monitoring the activities of its Alcohol Vendor with respect to the sale and/or service of Alcohol Beverages and assuring compliance by the Alcohol Vendor with this Policy, the Alcohol Policy, the Liquor License, Applicable

Law, section of the Park Use Rules and Regulation, and section 39-10 of the Denver Revised Municipal Code.

- **Location Restrictions:** No sale and/or service of Alcohol Beverages shall be allowed outside of the designated area of the Park where sale and/or service of Alcohol Beverages is authorized by the Liquor License or the Event Permit, whichever is more restrictive. If any other regulation or licensing restriction should further limit the location for the sale, service and/or consumption of Alcohol Beverages in a Park, Permittee and any Alcohol Vendor shall comply with said regulation or licensing restriction. Any fencing, barricades or other barriers required for controlling the sale, service and public consumption of Alcohol Beverages are to be supplied by the Permittee at the Permittee's sole expenses and the location subject to the approval of the Permitting Office as specified in Sub-section ___ of this Policy.
- **Enforcement:** The requirements and restrictions set forth for Alcohol Beverages may be enforced in any manner allowed under the Liquor License, Applicable Law, section ___ of the Park Use Rules and Regulation, section 39-10 of the Denver Revised Municipal Code, and section ___ of this Policy.
- **Liquor Legal Liability Insurance:** Permittee shall obtain and maintain liquor legal liability insurance for the sale and service of Alcohol Beverages during the Event as specified in Sub-section ___ of this Policy.
- **Food and Beverage Sales Requirements & Restrictions:** For Food and Beverage sales or service, the Permittee shall be solely responsible, at the Permittee's own expense, for the following:
 - Only good quality, fresh food and beverage products shall be served, with any cooked foods being prepared by an approved commissary or other food preparation center authorized to cook and dispense foods for public consumption (no home-cooked foods). Prepackaged food products must be provided in individual servings, labeled as to ingredients, dated for expiration of product, transported in individual servings, and stored under proper conditions.
 - All state and local laws, regulations, and orders regarding food handling shall be complied with, and all required food service permits shall be obtained, kept current, and provided to the Permitting Office or other City Agency upon request. All safety and sanitation laws and regulations shall be complied with. This includes, but is not limited to regulations issued by the Denver Fire Department, the Denver Department of Environmental Health and the Denver Public Works/Wastewater Department.
 - No glass food or beverage containers are allowed.
 - Food trucks: Food trucks may only be allowed if located on hard surfaces in locations indicated on the Site Diagram and approved by authorized Parks personnel.
 - Vending Machines: No food or beverage vending machines are permitted unless authorized by the Permitting Office.
 - Trash and waste: All trash and waste, including but not limited to grease, sewage, plates, cups, utensils, food waste, etc.) shall be disposed of in dumpsters, trash receptacles, and recycling containers supplied by the Permittee. Permittee is responsible for providing the proper and prompt removal and disposal of trash and waste products. Existing trash containers in a Park may not be used to supplement or replace the trash containers and trash removal service required for the Event.
- The sales, service, distribution, or marketing of marijuana, marijuana products, tobacco, fireworks, firearms and adult materials in the Park during the Event are strictly prohibited.

- Any proposed Sporting Activity to be conducted as a component of the Event must be disclosed at the time of application and is subject to the approval of the Permitting Office. The location of the Sporting Activity must be identified on the Site Diagram and the location is subject to the approval of the designated DPR representative. DPR reserves the right to approve, disapprove, require modifications to, or impose restrictions and/or supplemental requirements for this Activity.
- Any proposed Electronics that are a component of the Event must be disclosed at the time of application and is subject to the approval of the Permitting Office. The location of any Electronics must be identified on the Site Diagram and the location is subject to the approval of the designated DPR representative. DPR reserves the right to approve, disapprove, require modifications to, or impose restrictions and/or supplemental requirements for this Activity.
- Any proposed Animal Shows that are a component of the Event must be disclosed at the time of application and is subject to the approval of the Permitting Office. The location of any Animal Show must be identified on the Site Diagram and the location is subject to the approval of the designated DPR representative. DPR reserves the right to approve, disapprove, require modifications to, or impose restrictions and/or supplemental requirements for this Activity. Compliance with all applicable federal, state and local laws regarding animals is required. All animals must be licensed and vaccinated if so required and evidence of such licensing and/or vaccination must be provided upon request. No ill or diseased animals are allowed. The misuse or abuse of animals in violation of animal cruelty laws is strictly forbidden. No wild or dangerous animals or livestock are allowed in the Event Site if they are in violation of applicable laws or without any required permits.
- **Race/Walks:**
 - The proposed Race/Walk route must be identified on the Site Diagram and is subject to the approval of the designated DPR representative. DPR reserves the right to approve, disapprove, require modifications to, or impose restrictions and/or supplemental requirements for this Activity.
 - Additional requirements and/or restrictions, including but not limited to signage, advanced public notification, additional insurance, increased security/damage deposit, security, fencing, etc., may be imposed at the sole discretion of the DPR Executive Director.
 - The DPR Executive Director, at his/her sole discretion, will determine whether the Race/Walk will have exclusive or non-exclusive use of the Park road or trail where the Race/Walk is to occur. Such determination will be based upon the impact the Race/Walk will have on both casual and commuter use of the road or trail, safety concerns, etc.
 - Any proposed use of the public Right of Way (streets, sidewalks, etc.) must be approved by Denver Police Department and/or Public Works. Permittee must obtain any required permits and comply with all regulations and requirements placed upon the Race/Walk by Denver Police, Public Works or any other City Agency.
- **Admission-Based Events:**
 - An Admission Based Event must comply with the DPR Admission Based Policy in addition to all applicable sections of this Policy.
- Details regarding the any Exceptional Activities or Uses must be accurately disclosed during the application process. DPR reserves the right to approve, disapprove, require modifications to, or impose restrictions and/or supplemental requirements for these Activities or Uses.

- The dates and times of Load-In and Load-Out activities must be indicated on the Application and will be considered to be a portion of the duration of the Permit as indicated throughout these Rules and Regulations.
- **Signs, Banners and Posters:**
 - Basic Restrictions: Only temporary signs, banners, posters and similar items (“**Signs**”) related to the Event are allowed. Signs may be erected only within the Event site and for the duration of the permit.
 - Commercial Signs: Any commercial Signs must market or advertise only goods, services, food, or beverages sold or provided at the Event through Goods and Services Vending, Food and Beverages Sales, or Alcohol Beverage sale and service or promote the goods, services, food, or beverages, including Alcohol Beverages, of a Corporate Sponsor identified under Section ___ of this Policy. No advertising space may be sold, leased or licensed for an Event in a Park. The advertising or marketing of marijuana, marijuana products, tobacco, fireworks, firearms and adult materials during the Event in a Park is strictly prohibited. Signs displaying the name of medical or recreational marijuana dispensaries are prohibited.
 - Sign Placement: The following are not allowed: 1) attachment of Signs to structures or vegetation located in the Park; 2) staking of Signs into the ground or pavement; and 3) blocking of access, including Park Paths, Park Roads, and other passages for pedestrians and motor vehicles, by Signs. The Permittee is required to remove or relocate any Signs at the direction of an authorized DPR representative.
 - Removal: It shall be the responsibility of the Permittee to promptly remove any Sign at an Event not in compliance with this Section.
- **Amplified Sound:**
 - Basic Restrictions: The Permittee shall provide for the proper operation of any amplified sound system and the control of the sound and sound levels produced by such system (“**Amplified Sound**”) in order to avoid the Event becoming a public nuisance or an unreasonable disturbance to the residences, businesses and schools in the surrounding neighborhood as well as to park patrons not attending the Event and to other operations in a Park, such as zoo, museum, botanic garden, golf course, concessionaire, etc. The Permittee is required to specify on the Site Map the locations and sound directional information for all amplified Sound equipment and work with the Permitting Office, the Office of Special Events, the Denver Department of Environmental Health, and the Denver Police in order to achieve the level and quality of Amplified Sound necessary to reach listeners at an Event while attenuating or mitigating any adverse impacts of the Amplified Sound. A sound check prior to the start of the Event may be required if requested by the Permitting Office or other City Agency.
 - Compliance with Applicable Law and Policy: The Permittee is responsible for assuring that any Amplified Sound for an Event is in compliance with Applicable Law, this Section , and any required Plan under Sub-section ___ of this Policy.
 - Specific Restrictions: Amplified Sound must be kept at a volume level that complies with the City’s Noise Ordinance. The DPR Executive Director may prohibit Amplified Sound at certain Parks or Event Sites within a Park; require that Amplified Sound volume levels be lower than those specified in the City’s Noise Ordinance; establish times of day when specific volume levels are permitted that are more restrictive than the City’s Noise Ordinance, and require speakers to be placed and/or directed in a specified manner but in no case shall they be directed at adjoining residential property or any school which is in session.

○ “Applicable Law” with respect to amplified sound includes Chapter 36 and Section 38-101 of the Denver Revised Municipal Code regarding noise control. Conditions or restrictions added, with the concurrence of the Denver Department of Environmental Health and

DPR Executive Director, to the Event Permit, under Sub-section ___ of this Policy, may provide for reduced Amplified Sound levels or for the attenuation or mitigation of other adverse impacts from Amplified Sound in a manner different from that specified in or usually practiced under the Applicable Law.

- **Other City Departments/Agencies Requirements:** Permittee is required to comply with all requirements, restrictions, permits, etc. required or imposed by any other City Department or Agency.
- **Special Requirements for Specific Parks:** Special requirements and/or restrictions may be established for specific parks and trails. If applicable, all such requirements or restrictions will be provided to the Permittee no later than the issuance of Final Permit Approval.
- **Park Use Rules and Regulations:** Parks Use Rules and Regulations, as amended from time to time, apply to Events and to Permittee, Permittee’s representatives and agents, Permittee Workers and Attendees. Permittee is responsible for the conduct and control of Permittee Workers and Attendees to the Event and must take all reasonable measures to assure compliance by Permittee Workers and Attendees with the Park Use Rules and Regulations, this Policy, and the Event Permit. In particular, Permittee should be aware of and seek compliance, during the duration of the Permit, of all restrictions and prohibitions on littering, glass bottles, alcohol beverages, leash laws, weapons, gambling, fires, fireworks, destruction of property, and motorized vehicles. The Park Use Rules and Regulations may be enforced by any means recognized under Article I of Chapter 39 of the Denver Revised Municipal Code and the Administrative Citations Rules and Regulations, as amended from time to time.
- **Permit Compliance:** At all times during the duration of the Permit, compliance with the issued Permit is required. Compliance shall be in accordance with the terms and conditions of the issued Permit, this Policy and Section 3.0 of the Park Use Rules and Regulations. Permit compliance may be enforced under Section 39-5 and Section 39-___ of the Denver Revised Municipal Code and the Administrative Citation Rules and Regulations, as amended from time to time. Add enforcement per Section ___ of this Policy.
- **Curfew:** Park curfews (11:00 pm through 5:00 am every day) and ordinance curfews for juveniles (“Curfew Hours”) are applicable. Curfew Hours apply to Attendees and to any Permittee Workers or security not authorized by the Event Permit to be in a Park during Curfew Hours. Any exceptions to Curfew Hours must be either expressly stated in the Permit or granted by prior written permission of the DPR Executive Director. Add enforcement per Section ___ of this Policy.
- **Closed or Restricted Areas of a Park:** Event activities must not carry over into any areas in a Park (other than the Event Site) and any Park Roads or Park Paths that are closed or restricted as to access or use by the DPR Executive Director or Sub-section ___ of the Park Use Rules and Regulations. No closed gates may be opened or access-control barriers moved unless approved in advance by an authorized DPR representative. A closed or restricted area of a Park may be enforced under Section 39-3 of the Denver Revised Municipal Code and the Administrative Citations Rules and Regulations, as amended from time to time. Add enforcement per Section ___ of this Policy.
- **Restriction or Prohibition on Uses and Activities:** Unless the Event Permit expressly creates an exception for an Event, no uses or activities will be allowed in violation of a Directive issued by the DPR Executive Director under Section 2.0 of the Park Use Rules and Regulations which restricts or prohibits such uses or activities. Restrictions or prohibitions on uses and

activities, including Directives, may be enforced under Section 39-3 of the Denver Revised Municipal Code and the Administrative Citations Rules and Regulations, as amended from time to time. . Add enforcement per Section ____ of this Policy.

- **Other Park Use Rules and Regulations:** There are restrictions and prohibitions on certain activities or uses set forth in the Park Use Rules and Regulations (applicable provisions noted in parentheses below) which are applicable to Events unless the Event Permit expressly authorizes the activities or uses during the Event or creates a specific exception for the Event. These include but are not limited to:

- Temporary Structure or Enclosure
- Temporary Signs
- Camping
- Fireworks
- Weapons
- Alcohol Beverages
- Sales of Goods and Services
- Sound Amplification
- Fishing
- Swimming and Wading
- Entry into or Use of Water Facility
- Animals
- Horseback Riding
- Flying Objects
- Model Boats
- Sledding Devices
- Ice Skating
- Glass Bottles
- Human-Powered Devices on Trails
- Motorized Vehicles on Trails
- Overnight Parking in a Park
- Boating on City Waters
- Add enforcement per Section ____ of this Policy.

- **Motorized Vehicle Parking, Movement and Access:**
 - **Parking:** Motorized vehicles, except for utility vehicles such as light duty “golf cart” type vehicles, must be parked in designated parking spaces in parking lots or along Park Roads within Parks or other legal parking areas outside of the Park. Motorized vehicle parking, except for utility vehicles such as light duty “golf cart” type vehicles, is prohibited on lawns, turf, planting areas, Park Paths, restricted Park Roads, playgrounds, and recreational facilities other than parking lots associated with a recreational facility.
 - **Traffic laws:** All City traffic laws and Park Use Rules and Regulations regarding the movement and location of motorized vehicles must be obeyed.
 - **Event Access:** Motorized vehicle access, except for utility vehicles such as light duty “golf cart” type vehicles, through a Park to the site of an Event is not allowed, unless such access is expressly approved by an authorized DPR representative and only to the extent so authorized. If such access is so authorized, motorized vehicles servicing the Event may access through a Park only on paved or hard surfaces approved by an authorized DPR representative. Driving motorized vehicles beyond the designated boundaries for access is prohibited.

- **Enforcement:** Violations of this Section may result in the issuance of a ticket or a citation under the Administrative Citations Rules and Regulations, as amended from time to time. Unattended motorized vehicles parking or standing in a Park will be ticketed or cited and may be towed at the vehicle owner's expense.
- **Right of the Public:** A Permit grants Permittee the right to hold an Event exclusive of any other Events or Special Occasions in the Event Site. The Permit does not grant the Permittee the right to exclude the public, in whole or part, wishing to attend or participate in the Event or otherwise enjoy the Park except for public safety reasons during Load-in or Load-out. If the Event is approved as an Admission-Based Event, then the Permittee may charge the public for the right of admission to all or a part of the Event, as approved in the Event Permit.
- **No Property Interest:** An issued Event Permit only allows the Permittee the privilege, not the right, of conducting an Event in a Park. The Permit does not grant any property right, possessory interest or any vested right, or an interest to operate a business, that may be asserted against DPR or the City. A Permit is revocable as provided in this Policy.
- **Not Transferable:** An issued Event Permit is not assignable and is non-transferable. Any effort to assign or transfer an Event Permit shall automatically void the Event Permit.
- **Right of Access and Maintenance:** Representatives of DPR and other City departments and agencies shall have full access, at any time, to the Park or Event Site in a Park where an Event is held, including all Load-In and Load-Out areas, and to all activities and Facilities at the Event, in order to provide emergency services or ensure that all Applicable Law, this Policy, and the Event Permit are being complied with. DPR and other City departments and agencies shall have the right to maintain and protect the Park or the Event Site in the Park during the duration of the Permit, provided that this activity and work does not unduly interfere with the conduct of the Event or Load-In and Load-Out.
- **Alcohol Beverage Suspension:** DPR and other City Agencies reserve the right to suspend the sale or service of Alcohol Beverages due to the failure or refusal by the Permittee, the Permittee's agents or representatives, the Permittee Workers or any vendor authorized by the Permittee to sell and/or serve Alcohol Beverages at an Event to materially comply with the Alcohol Policy, a Liquor License, Applicable Law, section 8.0 of the Park Use Rules and Regulation, or section 39-10 of the Denver Revised Municipal Code, including but not limited to:
 - allowing or contracting with a Permittee Worker or vendor to sell Alcohol Beverages at an Event when that Permittee Worker or vendor is barred or not authorized under Applicable Law to sell or serve Alcohol Beverages;
 - selling or serving or allowing the selling or service of Alcohol Beverages to a visibly intoxicated person or a person under the age of twenty-one;
 - allowing Alcohol Beverages sold and served at an Event to be taken by Attendees off of the premises authorized for the consumption of the Alcohol Beverages;
 - engaging in any activity related to the sale or service of Alcohol Beverages that exposes DPR and the City to liability or penalties under Applicable Law; or
 - allowing the serving or selling of Alcohol Beverages outside of the allowable hours specified on the permit or liquor license, whichever is more restrictive.
 - The suspension of the right to sell or serve Alcohol Beverages may occur prior to the start of an Event, during the Event, or the next time the Event or another Event by the Permittee is held. Notice of the suspension shall be provided in writing by the Permitting Office. Upon suspension, all permissions granted by the Permitting Office allowing for a Liquor License shall be deemed withdrawn. Add enforcement per Section ____ of this Policy.
- **Admission-Based Events:** DPR reserves the right to suspend the collection or receipt of admission charges for Admission-Based Events if DPR should determine that the Permittee or the

Permittee's agents or representatives have substantively violated the Admission-Based Events Policy or Section of this Policy. The suspension of admission charges for Admission-Based Events may occur prior to the start of an Event, during the Event, or the next time the Event or another Event by the Permittee is held. Notice of the suspension shall be provided in writing by the Permitting Office. Add enforcement per Section ____ of this Policy.

- **Permittee's Taxes & Licenses:** To the extent applicable, Denver sales tax must be collected and tendered to the Denver Department of Finance. If a business or other license or licenses are required for the Event, the Permittee shall obtain, pay for, and keep in effect any such license. If Denver's Facilities Development Admissions Tax (a/k/a "Seat Tax") is applicable, a 10% tax on all such registration or participation fees or charges must be collected and tendered to the Denver Department of Finance.
- **Music Licenses; Copyright:** The Permittee shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States along with any other protected intellectual property rights. The Permittee will not utilize any protected patent, trademark, copyright, or similar or related rights in public performances, exhibits, displays, or other aspects of an Event unless proper permission or license(s), along with all required releases and other necessary documents, have been obtained and applicable fees paid, including but not limited to performance royalties (i.e., ASCAP – American Society of Composers, Authors and Publishers and BMI – Broadcast Music Inc.). By accepting the Event Permit, the Permittee: 1) warrants that anything legally protected as provided in this Section has been duly licensed and authorized by the owners of the patents, trademarks, and copyrights or their authorized representatives; 2) will assume all costs, expenses, and damages arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used in association with the Event; and 3) will indemnify, defend, and hold harmless DPR and the City, its elected and appointed officers, employees, and volunteers from any and all claims, losses, expenses, judgment, fines, or penalties, including legal fees, which might arise from use of anything legally protected as provided in this Section. If DPR or the City determines that the Permittee, the Permittee's representatives or agents or Permittee Workers are in violation of this Section, the City may exercise any remedy available by law or equity or under this Policy, including immediate revocation or suspension of the Event Permit and any remedy consistent with United States copyright, patent or trademark laws or applicable licensing restrictions.
- **Logos and Trademarked Items:** Logos of the City, including those for DPR, and items trademarked by the City may not be used on any promotional material or signs without the express written consent of the DPR Executive Director.
- **No Discrimination:** In connection with the exercise of its Event Permit, the Permittee must comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
- **No Warranties:** DPR and the City make no warranties or guarantees as to the suitability or usability of a Park or an Event Site in a Park for a particular Event. The Permittee accepts the condition of a Park or the Event Site in the Park "as is, where is" without any expectation that DPR or the City will take any action to make the Park more suitable or usable for the Permittee's Event.
- **Joint Venture; Contracts:** Under no circumstances shall DPR or the City be regarded or represented as being a partner or in a joint venture with the Permittee. The Permittee has no authority to create contractually or by any other means any responsibility or obligation, financial or otherwise, on the part of DPR or the City.
- **Effect on Other Lawful Requirements:** Nothing in this Policy is intended to reduce, limit, waive, override or supersede legal requirements under federal and state law and under City Charter, ordinances and rules and regulations, including but not limited to compliance with rules

and regulations adopted, any licenses or permits issued, or other authorizations or approvals required by other City departments and agencies such as Public Works, Safety (Police and Fire), Excise and Licenses, Environmental Health, Denver Water, Community Planning and Development, Arts & Venues, and Finance. This includes other DPR policies and/or rules and regulations applicable to the Park or the Event Site in a Park at which the Event is held, unless this Policy or the Event Permit expressly provides otherwise.

- **Liability:** By accepting the Event Permit, the Permittee acknowledges, agrees and assents to the following and waives or releases any rights to act contrary to the following:
 - Acts or Omissions: Permittee is liable all acts and omissions of Permittee, Permittee's representatives and agents, and Permittee Workers that result in injury, damage, loss or death.
 - City Property Damage or Loss: Notwithstanding any damage deposit or other financial assurance provided by the Permittee or a surety under Section ___ of this policy, Permittee is financially responsible to the City for any and all damage to and/or theft of City property occurring in or about the Park used by the Permittee for the Event and caused by or resulting from the negligence of Permittee, Permittee's representatives or agents, or Permittee Workers. The City reserves the right to pursue any legal remedies available to it to recover any costs or expenses for repairing, replacing, restoring, or cleaning the Park where the Event was held or other City facilities or property destroyed, damaged, lost, or improperly cared for as the result of or in connection with the Event. Other than amounts retained a security/damage deposit provided for the Event or actually received upon the City making a demand on financial assurances provided for the Event, nothing in this Policy or the Event Permit shall waive or reduce the liability Permittee may have for such damage.
 - Permittee Injuries, Damage or Loss: DPR and the City will not be held liable (including statutory liability under worker's compensation laws) for any injuries (including death) by Permittee, Permittee's representatives or agents, Permittee Workers, or Attendees resulting from or associated with the Event or the use or occupancy of the Park and/or other common areas used in connection with the Event, nor will the City be held responsible for loss, damage or theft of any equipment or personal articles owned, leased or rented by the Permittee, Permittee's representatives or agents, Permittee Workers, or Attendees used or related in any respect to the Event or the use or occupancy of the Park and/or other common areas used in conjunction with the Event. Permittee releases and waives all claims for injuries, loss, damage or theft against DPR and the City and for all costs and expense arising from such injuries, loss, damage, or theft.
- Language will be added that excludes mountain parks from general rules and regulations. Events will be evaluated on a case by case basis and the Executive Director can establish requirements and restrictions based upon the nature and location of the event.
- Language will be added that clarifies that historical priority does not apply to private events

Outstanding Issues/questions

- Enforcement/Consequences for rule violations (City Attorney is researching)
- Should we restrict recurring event (i.e. limit the number of occurrences)? If so, do we make an exception for farmers markets? Do we exclude them from historical priority?
- Change or eliminate historical priority
- Establish late fees and cancellation fees in ordinance
- Change application fee to permit deposit and increase amount.
- Develop refund policy for when Permittee cancels an Event.