

neworleanscitypark.org  
1 Palm Drive  
New Orleans, LA 70124  
Phone: 504.482.4888



## CITY PARK MOBILE VENDOR USE PERMIT

City Park requires a permit for fee-based activities, commercial activity, including mobile vending. City Park reserves the right to refuse permit for any reason including activities that could harm park assets, cause overcrowding per use, result in unreasonable wear and tear or disrupt fellow park users.

Please note that applicant does not have a permit or permission for commercial activities until this Agreement is executed by City Park.

If approved, a Permit will be issued by City Park Conservancy (“City Park”) to “Permit Holder”, detailed in box below.

Application Fee	\$25
Deposit	\$250 (certain event types may be subject to a higher deposit)
Revenue Share	10% of gross revenue (for revenue generating activities)

Applicant Name:	_____
Company/Agency:	_____
Organization Type:	<input type="checkbox"/> For Profit/Commercial <input type="checkbox"/> Non-Profit <input type="checkbox"/> Free Public Offering
Cell Phone:	_____
Email:	_____
Website:	_____

Start End Dates: \_\_\_\_\_

Start End Times: \_\_\_\_\_

Frequency of Use: M/T/W/Th/F/Sa/Su

Duration:     One Time             One Month             Three Months

Activity Type:     Vending / Mobile Food or     Beverage Service

Locations: \_\_\_\_\_

Estimated Revenue: \$\_\_\_\_\_ per person per day/week/other: \_\_\_\_\_

Payment Plan:        \_\_\_ Monthly                    \_\_One-Time Event

### Additional Required Documents:

Please include the following items with your application before sending to [permit@nocp.org](mailto:permit@nocp.org) or mailing to 1 Palm Drive, New Orleans, Louisiana 70124:

- Copy of General Liability Insurance
- Proof of City of New Orleans and State of Louisiana Health and Hospitals Department Permit to Operate

### Terms and Conditions:

1. Permit Holder agrees to abide by all City Park rules, and with city, state, and federal laws applicable to activities in City Park. Permit Holder shall pay all applicable fees and will remain in good standing with State of Louisiana Department of Health and Hospitals, and City of New Orleans Bureau of Revenue & Sales Tax and Permitting. Permit Holder is responsible for conveying rules to staff and ensuring compliance.
2. Permit Holder agrees to submit to City Park, a copy of its monthly sales tax forms for sales in City Park, submitted to the City of New Orleans. This should be submitted no later than 15 days following the end of each month.
3. **Deposit:** The refundable deposit is due with the application and all required materials. Deposit will be fully refunded to Permit Holder 30 days after the end of the Agreement less any fees or damages. Permit Holder will be held responsible for payment of all repairs, necessary cleaning, and/or any damages to Park Property, including and exceeding the security deposit amount.
4. **Insurance:** Commercial General Liability Coverage in the amount of \$1,000,000 per occurrence is required and must be in effect for the duration of this Agreement. Permit Holder agrees to add New Orleans City Park Improvement Association, City Park Conservancy, PEPCO, Botanical Garden Foundation, City of New Orleans & State of Louisiana as additional insured on the policy. Policy shall include coverage for the following, without limitation: comprehensive liability, premises/operations liability, products/ completed operations liability, contractual liability, broad form property damage, bodily injury, and death. Coverage must include a limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage must be "occurrence based" not "claims made". The policy must contain an endorsement waiving any claim or right of subrogation against City Park.
5. **Location:** Permit Holder may request a Park location, but it will be at the discretion of the City Park to approve it based on parking, noise, and City Park user considerations.
6. **Permit Identifier:** Permit Holder agrees to display the provided permit identifier at all times while operating in the Park. If the permit identifier is lost, damaged, or stolen, Permit Holder is responsible for reporting it to the City Park.
7. **Termination:** This Agreement may be terminated by City Park without cause with seven (7) days written notice to Vendor. The Agreement may be terminated by City Park for cause immediately.

8. **General Park Rules:** Permit Holder has read and understands all General Park Rules.
9. All signs must be attached to the mobile unit or vendor equipment. No signs may be erected around the vendor's equipment or mobile unit unless specifically approved by City Park in the application process. Any marketing materials mentioning City Park must be submitted for City Park approval.
10. Vendor agrees to park only in areas designated by City Park staff. Vendor shall not park or drive on any City Park roads other than those designated for public use. Vendor and customers may not park or drive in the grass or on pathways. Vendor is responsible for directing customers to park in the appropriate locations.
11. **Indemnification:** To the maximum extent permitted by law, Vendor shall protect, indemnify, save and hold harmless City Park, as well as its agents, assigns, representatives, officers, directors, and employees ("the Indemnified Parties") from and against any and all third party claims, demands, losses, expenses, and liabilities, including attorneys' fees, judgments, obligations, and causes of action arising out of or related to or on account of the bodily injury or death incurred or sustained by any person, or the damage, loss or destruction of any property, arising out of, or incident to, or in connection with Vendor's operations, including, but not limited to, the willful, wrongful or negligent acts, errors or omissions of Vendor or its representatives in the performance of this Agreement, except for the negligence or willful misconduct of the Indemnified Parties.

I/We have read and understood this agreement and the policies it contains. I/We understand that if I/We do not comply with this agreement and applicable Park rules, the agreement may be terminated by the City Park, in its sole discretion, and all deposits retained by the City Park. I/We understand and agree that, in addition I/We will be responsible and liable to the City Park for any costs exceeding the amount of the retained application fee.

I hereby certify that the above information is complete and correct and agree to all requirements set forth. I agree that I am responsible for any and all damage done to Park property by my operations. I/We agree to operate under all rules and regulations of Park use as established by City Park.

Permit Holder(s) Name: \_\_\_\_\_

Permit Holder(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Park Signature: \_\_\_\_\_ Date: \_\_\_\_\_