



**CITY OF TYLER SPECIAL EVENT APPLICATION/PERMIT  
FOR RESERVATIONS OF  
BERGFELD AMPHITHEATRE/CITY PARKS' PAVILION/PICNIC AREAS**

**STATE OF TEXAS  
COUNTY OF SMITH**

THE UNDERSIGNED, in accordance with Tyler City Code, Chapter 8, Article III, Section 8-42, hereby makes application for a permit to conduct a special event in a public park or recreation area:

1. Organization conducting special event \_\_\_\_\_  
First and last name \_\_\_\_\_  
Address and zip code \_\_\_\_\_  
Phone number \_\_\_\_\_
  
2. Location: \_\_\_\_\_ Date: \_\_\_\_\_  
Set-up time: \_\_\_\_\_ (Amplified events at Bergfeld Park on Sundays after 9:59 a.m.)  
Departure time: \_\_\_\_\_
  
3. Describe purpose and type of event: \_\_\_\_\_
  
4. Explain disposition of proceeds and method in which proceeds are to be raised (if any) (ticket sales, donations, food service, etc.): \_\_\_\_\_
  
5. Will this be an amplified event: Yes \_\_\_\_\_ No \_\_\_\_\_  
The following fees MUST accompany this application: All amplified events will require paid parks staff at the expense of PERMITTEE, at a ratio of **one (1) employee per 300 attendees, at a rate of \$25.00 per hour, per employee**. All amplified events having speakers on Bergfeld Amphitheatre's stage must face the speakers ONLY in the direction of the Amphitheatre seating.

**NO PARKING IS ALLOWED ON GRASS, MEDIANS, OR FIELDS.**

**SOUND LEVEL NOT TO EXCEED 75 DECIBELS (reference City Ordinance, Sec. 4-90).**

**AMPLIFIED MUSIC/SOUND CANNOT BE PLAYED FOR LONGER THAN 3 HOURS PER EVENT IN ANY PARK; EXCEPT BERGFELD WHERE ONLY 3 HOURS MAXIMUM WITHIN A 24-HOUR PERIOD ON SUNDAYS CAN HAVE AMPLIFIED MUSIC/SOUND.**

6. Type of concessions to accompany event: \_\_\_\_\_  
NOTE: Concessions are required to have liability insurance. All concessions must comply with applicable City laws and Northeast Texas Public Health District (NETPHD) Rules and Regulations; food service concessions must comply with all state and local health district regulations for permitting,

food handling, etc. Regardless of event, you must fill out a permit with (NETPHD). It is the responsibility of the PERMITTEE to get in contact with Health Department.

7. PERMITTEE agrees to clean occupied space, and place all litter, as a result of event, in trash receptacles:  Yes  No

Questions 8-10 relate to insurance, which may be required depending on type of event, activity, etc. If insurance is required, PERMITTEE shall provide a certificate verifying that public liability insurance coverage has been secured for the event, and the City is named as an additional insured as related to the special event.

8. Has PERMITTEE secured public liability insurance, if applicable:  Yes  No
9. Is PERMITTEE interested in purchasing the required insurance through the City of Tyler:  Yes  No. Insurance rates are available upon request.
10. Has certificate of insurance been provided to the Parks and Recreation Department, if required, verifying coverage to include the City of Tyler named as additional insured, general commercial liability coverage with correct limitations, automobile coverage with correct limitations, and workers comp with correct limitations on said certificate:  Yes  No
11. **Security is required for all events having 500 or more attendees.** Number of security officials to be on duty during event is to be determined by the PERMITTEE and security personnel.  
 Security contact's name attending event \_\_\_\_\_  
 Security contact's cell number attending event \_\_\_\_\_

| <b><u>Amphitheatre</u></b>           | <b><u>Pavilion</u></b>               | <b><u>Picnic Area</u></b>         |
|--------------------------------------|--------------------------------------|-----------------------------------|
| \$35.00 Special Event Fee            | \$35.00 Special Event Fee            | \$35.00 Special Event Fee         |
| \$300.00 Rental Fee (per day)        | \$50.00 Rental Fee (per day)         | \$50.00 City Provided Electricity |
| \$25.00 Per Staff/Hour Per 300 PPL   | \$150.00 Damage Deposit (refundable) |                                   |
| \$500.00 Damage Deposit (refundable) |                                      |                                   |

PERMITTEE agrees to defend, indemnify, and hold City harmless of and from any claim or loss to its employees or third persons arising, directly or indirectly, from conduct of the special event by PERMITTEE or acts incidental thereto, except for any claim or loss arising out of or resulting from the negligent or intentional acts or conduct of CITY, its employees, servants, agents or representatives. PERMITTEE acknowledges that PERMITTEE is not an agent of City and is not acting on behalf of City.

I, \_\_\_\_\_(printed name), hereby certify that all information contained in this application is true and correct. I further acknowledge, by my signature below, that I have received a copy of the Rules and Regulations of the Tyler Parks and Recreation Department for special events in public parks and recreation areas, which are fully incorporated herein for all purposes, and agree to abide by the same in all respects. I further agree and acknowledge that all activities connected with the special event shall be conducted in accordance with the terms and conditions set out in the Special Event Permit, Rules and Regulations, and applicable federal, state, and local laws. Signer must have authority for PERMITTEE.

NOTE: This application remains subject to review and approval by the Director of the Tyler Parks and Recreation Department. Applications not conforming to current ordinances and policies governing conduct of special events in City parks will be rejected. Applications will be handled on a first-come, first-serve basis. Approval of the special event permit shall also be subject to the availability of the requested facilities for conduct of the special event at the date and time specified above. **All questions regarding special events should be directed to the Tyler Parks and Recreation Department (903) 531-1370.** Should the Parks and Recreation Department need to be contacted regarding a special event, during non-business hours, it is advised to contact the Tyler Police Department (non-emergency) (903) 531-1000. In the event complaints are received,

the Tyler Police Department reserves the right to shut down ANY event. **No refund of DAMAGE DEPOSIT will be issued if event is shut down, City receives a valid complaint, or it is determined that vehicles parked or drove on grass within the park.** Denial or suspension of this special event permit may be appealed pursuant to Tyler City Code Section 8-43 and Chapter I, Article IV.  
**IF ADDITIONAL STAFF is called in by either PERMITTEE or CITY PERSONNEL, funding for the extra staff will be RETAINED FROM DAMAGE DEPOSIT.**  
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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PERMITTEE'S Signature

SPECIAL EVENT PERMIT APPROVAL

12. Organization conducting special event \_\_\_\_\_  
First and last name \_\_\_\_\_  
Address and zip code \_\_\_\_\_  
Phone number \_\_\_\_\_

13. Location: \_\_\_\_\_ Date: \_\_\_\_\_  
Set-up time: \_\_\_\_\_ Departure time: \_\_\_\_\_

14. If applicable, has PERMITTEE been given approval by the Northeast Texas Public Health District?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

15. Was insurance verification submitted for this event? \_\_\_\_\_ Yes \_\_\_\_\_ No

16. Were ALL requirements met:  
Additional Insured \_\_\_\_\_ Yes \_\_\_\_\_ No  
Subrogation Clause \_\_\_\_\_ Yes \_\_\_\_\_ No  
Producer/Insured Name Matching Contract Signer Name \_\_\_\_\_ Yes \_\_\_\_\_ No  
General Commercial Liability minimum \$1,000,000 \_\_\_\_\_ Yes \_\_\_\_\_ No  
Damage to Rented Premise each Occurrence minimum \$300,000 \_\_\_\_\_ Yes \_\_\_\_\_ No  
Medical Expense Any One Person \$5,000 \_\_\_\_\_ Yes \_\_\_\_\_ No  
Personal and Adv Injury \_\_\_\_\_ Yes \_\_\_\_\_ No  
General Aggregate \_\_\_\_\_ Yes \_\_\_\_\_ No  
Products – Comp/OP AGG \_\_\_\_\_ Yes \_\_\_\_\_ No  
Participant Legal Liability \_\_\_\_\_ Yes \_\_\_\_\_ No  
Automobile Liability Combined Single Limit Each Accident \$500,000 (if applicable) \_\_\_\_\_ Yes  
\_\_\_\_\_ No  
30-Day Advance Notice for Cancellation \_\_\_\_\_ Yes \_\_\_\_\_ No  
Expiration Date: \_\_\_\_\_

17. Security on Site Contact’s Name and Cell Number \_\_\_\_\_

18. Fees Paid:  
**Special Event Fee** \$ \_\_\_\_\_ **Parks Staff Fee** \$ \_\_\_\_\_  
**Rental Fee** \$ \_\_\_\_\_ **City Provided Electricity** \$ \_\_\_\_\_  
**Damage Deposit** \$ \_\_\_\_\_ **City Insurance (if applicable)** \$ \_\_\_\_\_

TOTAL PAID: \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Cash M.O. Check CC Cash

APPROVED:

\_\_\_\_\_  
Director, Parks and Recreation Date

\_\_\_\_\_  
Parks Staff Member Date