



## PUBLIC WORKS, PARKS AND RECREATION DEPARTMENT TRAIL/PARK SPECIAL EVENT REQUEST PROCEDURES AND GUIDELINES

All Trail/Park Special Event Requests require a written proposal and description including the nature of the event and all items listed below. After review by Parks and Recreation staff, additional City of Henderson Department approvals may be required. If approved, the Trail/Park Special Event will be permitted to occur on the specified trail area. However, this does not provide exclusive use of the specified trail area.

1. All Trail/Park Special Event Requests require the following:
  - \$1,000,000 liability insurance policy adding the City of Henderson (240 Water Street, Henderson, NV 89015) as an additional insured
  - Details of the event and all areas of the trail/park that will be used.
  - Map showing route and layout of items/equipment including but not limited to starting area, ending area, aid stations, spectator areas, and any additional staging areas.
  - Time, location, and manner of set up/tear down and access needed.
  - Details on parking and traffic control.
  - Port-a-potties are required when attendance exceeds 400 people *to be purchased by reservation holder*
  - Extra toilet paper and trash can liners
  - Roll-away dumpster is required when attendance exceeds 400 people *to be purchased by reservation holder*
  - Generator, location approved by City of Henderson
  - Private security will be required for any group over 800 attendees and groups serving alcohol.
  - Event signage must comply with City of Henderson Ordinances.
2. A Trail/Park Special Event Request Form must be submitted. If roads, streets, and/or Henderson Police Department support is needed, a Special Events Permit will also be required.
3. All Trail/Park Special Events permit requests require a minimum \$125 non-refundable fee at the time of the request. Additional fees will be required for events with attendance larger than 400 and/or for events longer than five hours. Attendance is defined as event participants, spectators, volunteers, and staff.
4. All Trail/Park Special Event permit requests require a minimum Refundable Cleaning/Repair deposit of \$250 at the time of the request. Additional fees will be required for events with attendance larger than 400 and/or for events longer than five hours.
5. Requests for Trail Special Events must be submitted 12 weeks in advance for the River Mountains Loop Trail and 8 weeks in advance for all other trails. All requests for events on the River Mountains Loop Trail require the additional approval of the Bureau of Reclamation.
6. Contracts will be required for all events with attendance larger than 400, competitive biking events, and other events with extensive set up, safety concerns, or other reasons deemed necessary by Parks and Recreation staff.

7. Trail preparation will be completed by park staff Monday through Thursday during regular scheduled park staff hours. If additional preparation is needed outside of these times, additional fees for overtime may be required.
8. A plan must be submitted and approved that details all vehicular access needed to and/or on-trail. All on- trail vehicular access will require an escort. Additional fees for staff overtime may be charged.
9. No permanent markings may be placed on or near the trail. Any markings must be of a temporary nature and must be approved prior to use.
10. Any fees for additional parks and recreation personnel requirements outside of normal working hours will be based on current overtime rates.
11. If a Special Events Permit is required from the Henderson Police Department, the following departments may have additional requirements: Public Works, Fire, City Manager, and Human Resources. Information on these additional requirements will be provided through the Special Events Permit process. A coordination meeting is required prior to all events.
12. For events on the River Mountains Loop Trail, additional requirements and/or charges must be met per Bureau of Reclamation Permit, including providing an insurance certificate naming the Bureau of Reclamation as an additional insured.
13. A City of Henderson representative will meet you at the specified trail area on the date and time of your reservation, to ensure the availability of the area. The representative is not used for security at the event. The event area is to be cleaned immediately following the event. Park staff will evaluate the area on the first business day after the event and inspect for loss, damage and cleanliness. If the area is not cleaned or park property is damaged during use, the parks and Recreation Department will deduct actual costs from your deposit. If costs exceed the deposit, a bill will be mailed for the balance due.
14. Recreation items, such as inflatables, tents, portable stages, DJ/Sound Systems, require approval from the Outdoor Recreation Coordinator and Parks Coordinator. All vendors must provide the City of Henderson with a liability insurance policy, naming the City of Henderson (240 Water Street, Henderson, NV 89015) as an additional insured.
15. Refunds for fees are granted only under the following conditions:
  - a. Cancellation due to adverse weather conditions.
  - b. Cancellation notice is given to the Outdoor Recreation Office two-calendar weeks before the Event.



**PUBLIC WORKS, PARKS AND RECREATION DEPARTMENT  
TRAIL/PARK SPECIAL EVENT REQUEST**  
**Outdoor Recreation Office, 105 W. Basic Road, Henderson, NV 89015**  
**(Located in the Downtown Recreation Center)**  
**(702) 267-4050 (702) 267-4041 Fax**

Name: \_\_\_\_\_ Name of Organization: \_\_\_\_\_ Zip \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Code: \_\_\_\_\_  
 Primary Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_ Number of attendees: \_\_\_\_\_

**1<sup>st</sup> Choice:** Trail Area Requested **1<sup>st</sup> Choice:** Park Requested

**Event Date Requested (including the day of the week):** \_\_\_\_\_  
 Time (from): \_\_\_\_\_ a.m./p.m. Time (to): \_\_\_\_\_ a.m./p.m.  
 Purpose (type of Event): \_\_\_\_\_

**ALCOHOLIC BEVERAGES REQUIRE A PERMIT.** Do you need an alcohol permit? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you be using any of the following?  
 Inflatable: \_\_\_\_\_ Generator: \_\_\_\_\_ Caterer: \_\_\_\_\_ Tents: \_\_\_\_\_ Sound System (limited to park availability): \_\_\_\_\_  
 Other: \_\_\_\_\_

**Please Note - The City of Henderson does not provide power for any reservation**  
**NO STAKES ARE TO BE USED AT ANY TIME. INFLATABLES ARE PROHIBITED ON THE GRASS FROM MAY 1 THRU OCTOBER 1.** Sandbags may be used to secure the inflatable.

**8 WEEK MINIMUM ADVANCE REQUIREMENT TO OBTAIN TRAIL RESERVATION. 12 WEEK MINIMUM REQUIRED FOR THE RIVER MOUNTAINS LOOP TRAIL. TELEPHONE RESERVATIONS ARE NOT ACCEPTED.**

**ACKNOWLEDGMENT**

- I certify that I am duly appointed and authorized to make the above request in the name of the organization and that I shall abide by the terms under which use of the requested trail/park area is made.
- I have read and understand the General Conditions for Parks and Trails and the Patron Code of Conduct pertaining to the rental of this trail/park area.
- I further agree to make payment to the "City of Henderson" at the Outdoor Recreation Office of the Public Works, Parks and Recreation Department the total fees listed below. These fees must be paid in full at the time of reservation.
- Deposit – Credit Cards will be charged the deposit fee in the event of damage or violation of park policy, rules or ordinances per established guidelines. Any actual damage costs in excess of deposit amount will be billed separately and future use of the reservation system may be affected.

**Please sign here for deposit charges:** \_\_\_\_\_

<b>TO BE COMPLETED BY OFFICE STAFF</b>	
Trail Event Rental Fee	\$ _____ Permit No. _____
Trail Event Damage/Cleanup Deposit	\$ _____ Receipt No. _____
<b>TOTAL DUE</b>	<b>\$ _____</b>

**TO BE COMPLETED BY CUSTOMER**

**SIGNATURE/AUTHORIZATION:** \_\_\_\_\_ DATE: \_\_\_\_\_

Method of Payment: Cash \_\_\_\_\_ Check \_\_\_\_\_ Credit Card \_\_\_\_\_ Debit / Check Card \_\_\_\_\_  
 (circle one) Visa / MasterCard / Discover Card Number \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name as it Appears on Card: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_

**CITY OF HENDERSON, NEVADA**  
**GENERAL CONDITIONS AND OBLIGATIONS FOR TRAIL/PARK SPECIAL EVENTS**

**GENERAL CONDITIONS**

**GCS.1 QUALIFICATIONS:** Organization represents that it is licensed to practice by all public entities having jurisdiction over such business, that it will maintain or obtain all necessary licenses, permits or other authorizations to conduct the specified Event; that it is financially solvent, able to pay its debts when due, possessed of sufficient working capital to complete the Event, and that it is qualified to do the work herein.

**GCS.2 FEDERAL, STATE, AND LOCAL LAWS:** Organization will comply with all applicable laws, rules and regulations of all government authorities having jurisdiction over the performance of this Event, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, religion or national origin, disability, sexual orientation, and gender identity or expression or any other protected status. This Permit shall be construed and interpreted in accordance with the laws of the State of Nevada.

**GCS.3 INDEPENDENT CONTRACTOR:** It is hereby expressly agreed and understood that in the performance of any services provided herein, the ORGANIZATION and any other person employed by it hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

**GCS.4 INSURANCE:** Organization shall procure and maintain insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the park/trail use specified under this Permit. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII. Organization shall provide City with copies of all required insurance policies prior to the start of the services. General Liability requirements: \$1,000,000.00 per occurrence for bodily injury and property damage with City of Henderson named as an additional insured. If aggregating, the aggregate shall apply separately to this project or be twice the required limit. The general liability policies are to contain or be endorsed to contain the following: City, its officers, employees, agents, and volunteers are to be covered as respects: liability arising out of activities performed by or on behalf of Organization; products and completed operations of Organization, premises occupied or used by Organization (its officers, employees, agents, subcontractors). The coverage shall contain no special limitations on the scope of protection afforded to City; for any claims related to this Permit, Organization's coverage shall be primary as respects City, its officers, employees, agents and volunteers; any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage to City; Organization's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, returned receipt requested, has been given to City. If any of the insurance coverage required hereunder is canceled, reduced or restricted, City reserves the right to terminate this Permit. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf.

**GCS.5 WAIVER:** No consent or waiver, express or implied, by either party to the specified services or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Failure on the part of any party to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party.

**GCS.6 PROHIBITION AGAINST CONTINGENT FEES:** The Organization warrants that no person or entity has been employed or retained to solicit or secure this Permit upon an agreement or understanding for a commission, percentage, and brokerage or contingent fee. For breach or violation of this warranty, the City shall have the right to annul this Permit without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee.

Organization: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Initials (Organization Representative): \_\_\_\_\_  
Event Date: \_\_\_\_\_

**CITY OF HENDERSON, NEVADA**  
**GENERAL CONDITIONS AND OBLIGATIONS FOR TRAIL/PARK SPECIAL EVENTS**

GCS.7 PUBLICITY AND OWNERSHIP: Organization shall submit to the City for its advance written approval, all publicity concerning the naming of or use of CITY owned programs or facilities with respect to the performance of the Permit.

GCS.8 TERMINATION: This Permit may be terminated by the Organization upon seven (7) business days written notice to the City should the City fail to substantially perform in accordance with its obligations, so long as the failure is through no fault of Organization. The Permit may be terminated by the City at any time, for any reason, or for no reason.

GCS.9 INDEMNITY: Organization shall indemnify, defend and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any liability, loss, damage, expense and cost (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the park/trail use specified herein, or damage to any property, or Organization's failure to comply with any of its obligations in this Permit, except such loss or damage which was caused by the gross negligence or willful misconduct of the City.

GCS.10 FORCE MAJEURE: Organization shall be excused from performance hereunder during the time and to the extent that Organization is prevented from obtaining, delivering, or performing the specified services in the customary manner, due to fire, flood, storm, earthquake or in the event that any other casualty of unforeseen circumstances including but not limited to war, acts of vandalism, destruction, public disobedience, terrorism, or the action of civil or military authorities. Organization shall provide the City satisfactory evidence that non-performance is due to other than fault or negligence on Organization's part. Should any of the above events make the fulfillment of the City's obligations difficult or impossible, the specified services may be cancelled by the City. The City shall not in any case be held liable or responsible to the Organization for any damage caused by such cancellation and the City shall be relieved from any further liability by reason of this Permit.

GCS.11 TIME OF ESSENCE; SEVERABILITY; ENTIRE AGREEMENT; MODIFICATION; ASSIGNMENT: Time is of the essence as to each and every provision of the Permit. In the event any provision of the Permit is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding on the parties. The Permit and its general conditions constitute the entire agreement between the parties with respect to the specified services, and can be modified or amended only by a written document duly executed by the authorized representatives of the parties. Organization will not assign, transfer, convey, or otherwise dispose of this Permit or its right, title, or interest in or the same, or any part thereof, without previous written consent of the City and any sureties.

GCS.12 NO THIRD PARTY BENEFICIARY: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**OBLIGATIONS**

**ORGANIZATION:**

- Organization and all those associated with the Organization shall follow established Park Rules and Regulations in Chapter 2.27 of the Henderson Municipal Code which may be accessed at [www.Cityofhenderson.com/City\\_Clerk](http://www.Cityofhenderson.com/City_Clerk), and the Parks and Recreation Patron Code of Conduct provided herein.
- Organization shall obtain all necessary permits for the Event, including but not limited to, a Special Events Permit from the Henderson Police Department, in advance of the date of the Event.
- Organization must also provide a certificate of liability insurance naming the Bureau of Reclamation as additional insured if any portion of the River Mountains Loop Trail is being used for the Event.

Organization: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Initials (Organization Representative): \_\_\_\_\_  
Event Date: \_\_\_\_\_

**CITY OF HENDERSON, NEVADA**  
**GENERAL CONDITIONS AND OBLIGATIONS FOR TRAIL/PARK SPECIAL EVENTS**

- Organization must notify Event participants to yield to all trail users, as the trails are not closed to the public.
- Organization shall not block the entrance to any City park, trail, facility, or other property.
- Organization shall keep the trail and Event areas in a clean condition, free of litter, and will ensure the area is clean at the conclusion of the Event. If the area is not cleaned or park property is damaged during use, the Public Works, Parks and Recreation Department will invoice the Organization for the actual repair costs. Payment for the repairs is required within thirty (30) days of the date on the invoice.
- Organization shall provide additional port-a-potties and dumpsters when attendance exceeds 400 people. City Parks and Recreation staff will designate the number of each that are required.
- Organization shall provide extra toilet paper and trash can liners. Estimated quantities will be determined by City Parks and Recreation staff.
- No permanent markings may be placed on or near the trail. Any markings must be temporary and must be approved by City Parks and Recreation staff prior to use.
- Event signage must comply with City of Henderson Ordinances.
- Organization may not store or leave their equipment on trails or park areas. City is not responsible for lost or stolen items.
- Organization is solely responsible to determine if weather conditions are safe for the trail use and if weather conditions are safe for use by the Organization, participants, and spectators.
- Organization shall immediately report any damage to City property to City Parks and Recreation staff.
- Organization shall provide private security for any group over 800 in attendance and for all events serving alcohol.
- Recreation items, such as inflatables, tents, stages, DJ/sound systems, etc. require advance written approval from the Outdoor Recreation Coordinator.
- Organization shall ensure that all vendors provide the City of Henderson with a \$1,000,000.00 liability policy, naming the City as an additional insured.
- Organization shall provide a final Event report, by email, one week after the Event, which shall include final Event attendance and any Event details, issues, and/or positive outcomes that occurred.
- Organization shall obtain permits for the use of all other areas including but not limited to any permits required for or by adjacent land owners/managers.
- Organization shall provide and set up temporary signage notifying trail users of Event, and ORGANIZATION shall remove the temporary signage immediately following the conclusion of the Event.
- Concession sales must be coordinated with the Outdoor Recreation Supervisor and shall comply with all the requirements of the Nevada Revised Statute (NRS) 426.630 – 426.720, Establishments and Operations of Concession Stands on Public Property.
- Sale of items and the use of any on-site advertisement of sponsors must be submitted to the City Outdoor Recreation Supervisor for approval a minimum of one (1) week prior to the Event.

**CITY:**

- City shall seek permission from the Bureau of Reclamation for the River Mountains Loop Trail portion of the Event.
- City staff shall prepare the trail and park during normal park maintenance staff hours, Monday through Thursday. Overtime fees may be assessed to the Organization for preparation work required outside of normal staff hours.
- City shall conduct pre and post inspections of the park/trail to initially establish and then compare the cleanliness and condition of the facilities.

Organization: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Initials (Organization Representative): \_\_\_\_\_  
Event Date: \_\_\_\_\_

**CITY OF HENDERSON, NEVADA**  
**GENERAL CONDITIONS AND OBLIGATIONS FOR TRAIL/PARK SPECIAL EVENTS**

**PARKS AND RECREATION - PATRON CODE OF CONDUCT**

**Purpose**

The City of Henderson Public Works, Parks and Recreation Department has established a policy to ensure that all patrons have the opportunity to safely enjoy parks, programs, and facilities without infringement from those who fail to follow established rules and regulations. The patron Code of Conduct identifies behaviors that infringe upon the rights of others. Violations of the Department's Code of Conduct will not be tolerated.

All staff are authorized to address any violation of the Code of Conduct by informing the patron that they must stop the behavior or they will be asked to leave the program, park, or facility. The violation will then be reviewed by management staff and progressive action taken as appropriate. Further actions may include, but are not limited to, expulsion from the program, suspension, or trespass. When patrons fail to comply with rules, regulations, laws, and/or ordinances, staff is directed to call the Henderson Police Department, or school police, as appropriate.

Violations of the Department's Code of Conduct include, but are not limited to, the following:

1. Failure to obey any City laws or ordinances (Henderson Municipal Code).
2. Failure to obey posted or published program, park, facility rules or follow staff member instructions.
3. Misuse, destruction, theft, or damage of materials, equipment, furniture of City of Henderson property or property of others.
4. Vandalism or littering.
5. Any action that constitutes a violation of federal, state, or county laws and ordinances.
6. Possession of weapons, instruments used as weapons, fireworks, or explosives.
7. Harassment/bullying (racial, religious, or sexual) of participants or staff.
8. Inappropriate behavior, language, hygiene, or clothing that impacts the ability of participants or patrons to be able to enjoy or use a park, program, or facility.
9. Smoking in areas designated as "no smoking".
10. Possession, use, or sale of alcohol or controlled substances.
11. Being under the influence of alcohol or a controlled substance.
12. Inconsiderate or discourteous behavior toward staff or participants.
13. Sleeping in a facility or in a park.
14. Soliciting money or panhandling.
15. Bringing luggage, sleeping bags, or carts into a recreation center (unless it is for a Department-organized activity).
16. Parking in non-designated areas.
17. Unnecessary rough actions against an opposing player, staff, or spectator such as pushing, shoving or physical violence during sporting events or other activities.
18. Abusive or threatening language or gestures, whether or not directed at a person.
19. Intentionally throwing equipment in anger or disgust.
20. Any action that disrupts or obstructs any league contest program or event, or a Parks and Recreation program or activity.
21. Entering any facility when prohibited to do so.
22. Any activity, in the judgment of a staff member, which places oneself or others at risk of injury, or infringes upon the rights of other participants or staff.

Organization: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Initials (Organization Representative): \_\_\_\_\_  
Event Date: \_\_\_\_\_