



# Park Instructor/Trainer Permit Application

Sunrise Civic Center ♦ 10610 West Oakland Park Boulevard

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Website: \_\_\_\_\_

Please provide a description of the services you will be providing. Be specific:

\_\_\_\_\_

List parks/facilities that you are requesting to use:

\_\_\_\_\_

### **WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

To the fullest extent permitted by law, the Park Instructor / Trainer agree to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of permitted activities or operations under this Application (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Park Instructor / Trainer, Park Instructor / Trainer's subcontractor(s), or anyone directly or indirectly employed or hired by Park Instructor / Trainer or anyone for whose acts Park Instructor / Trainer may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Park Instructor / Trainer agree this indemnity obligation shall survive the expiration or earlier termination of the Application.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

***Please provide your signature; typed or digital signatures cannot be accepted.***

***City of Sunrise • Park Instructor/Trainer Permit Application • 10610 W. Oakland Park Boulevard • Sunrise, FL 33351  
Application and supporting documents can also be submitted via fax to 954-572-2476,  
Attn: Leisure Service Director or by email LeisureServicesDirector@sunrisefl.gov***

<b><u>Office Use Only</u></b>	
Liability Insurance_____	
Business Tax Receipt_____	
\$250 Fee Paid_____	
Approved by:_____	Date:_____



## Park Instructor/Trainer Policy

**Sunrise Civic Center ♦ 10610 West Oakland Park Boulevard**

All instructors/trainers who wish to instruct/train clients in City of Sunrise outdoor parks and/or facilities must meet the following requirements and complete a Park Instructor/Trainer Permit Application.

**INSTRUCTORS/TRAINERS USING OUTDOOR PARKS/FACILITIES MUST:**

1. Complete a Park Instructor/Trainer Permit Application
2. Provide Certificate of General Liability insurance as specified in **Exhibit A**.
3. Provide current Business Tax Receipt.
4. Pay annual fee of \$250 (January 1<sup>st</sup> – December 31<sup>st</sup>). Must be paid in person at the Sunrise Civic Center Leisure Services Office, 10610 West Oakland Park Boulevard, M-F, 9:00 am – 5:30 pm. Payment is non-refundable and proration is not available.
5. Follow all park rules and regulations. (**Exhibit B**)
6. Provide City with a list of parks/locations where you may be conducting your services.
7. Use park structures, amenities and equipment solely for intended purposes. Misuse is strictly prohibited.
8. Wear (visible) City photo ID badge while on City property instructing and/or training at all times.
9. Refrain from interfering with Park/City business. No instructing/training will be allowed during special events. It is the instructor/trainer responsibility to know when special events are scheduled to avoid conflicts.
10. Understand that the fields and open grass areas are first come, first serve. Guaranteed space is available if instructor/trainer rents field/court. Tennis and basketball courts are prioritized for those specific sports.
11. Understand that the City has the right to remove or relocate any class or program at its discretion.
12. Use designated parking spots. No parking or driving on the grass or sidewalks.
13. Understand that no storage of athletic/sport or other equipment allowed.
14. Refrain from using the City logo or “City of Sunrise” in any capacity.

I have read and agree to follow the above policy.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature



## Exhibit B

### Park Rules & Regulations

***\*To keep yourself and others safe, always follow CDC guidelines regarding COVID-19\****

1. THE FOLLOWING ITEMS ARE NOT PERMITTED: barbeque grills, alcoholic beverages, illegal substances, glass containers, illegal weapons, fireworks, pets (with the exception of service animals), decorations affixed to any surface (tape, staples, thumb tacks, nails, or other items that penetrate or cause damage to a surface), candles, confetti.
2. THE FOLLOWING ITEMS ARE NOT PERMITTED (SYNTHETIC TURF ONLY): gum, sunflower seeds, chairs of any kind, metal cleats, drinks, food, snacks, pop up goals with metal spikes, painting lines, tents or stakes, spike corner flags.
3. The City of Sunrise is not responsible for lost articles.
4. All vehicles must remain in designated parking area only - all coolers, chairs etc. must be carried in.
5. SALE OF GOODS AND/OR SERVICES PROHIBITED. No person shall sell or offer for sale any tangible object, merchandise or thing for consideration (including but not limited to athletic instruction, personal training, etc.) within or outside of any recreation facility premises without proper permit and permission.
6. LAWS, ORDINANCES, RULES, REQUIREMENTS. The Reservee shall comply with all laws of the United States, the State of Florida, Broward County and the City of Sunrise and all rules and requirements of the City Police, Fire, Building and Zoning and Leisure Services Departments, including but not limited to, all health, sanitary and safety requirements, as well as, any other requirements imposed by the City (i.e. Rules applying to ThorGuard Lightning Prediction and Warning System. Reservee shall provide on-site security and insurance if required as a special condition of approval by the Leisure Services Director. The City of Sunrise reserves the right to deny admission, or eject any person or vehicle for just cause. DESTRUCTION OF TREES, PLANTS, FLOWERS AND PROPERTY IS A VIOLATION OF CITY ORDINANCE.
7. AMPLIFIED SOUND, NOISE. Any amplified sound equipment, including but not necessarily limited to, radios/speakers, and public address equipment must be kept at a noise level that is not offensive to other park users or neighboring properties. At the discretion of the City staff, the Reservee will be required to lower the noise level to an approved level. The Reservee shall be responsible for controlling the noise level of their guests in any area of the park. Failure of the Reservee to properly control the noise associated with the permitted use of the facility shall be cause for the attendant to immediately terminate the Reservee's use of the facility and result in the forfeiture of all fees and deposits.

8. No damaging of any City property (i.e. hitting/kicking balls against fences, dunking or hanging on rims, using park amenities for purposes other than their intended purpose). Reservee shall be responsible for penalties/damages caused by participants.

I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE TERMS OUTLINED ABOVE. IF FOR ANY REASON ABOVE RULES ARE NOT ADHERED TO, FORFEITURE OF PART OR ALL DEPOSIT MAY OCCUR. FURTHERMORE, THE CITY OF SUNRISE RESERVES THE RIGHT TO DENY ANY FUTURE RESERVATIONS DUE TO NON-CONFORMANCE OF THIS AGREEMENT.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature



## Exhibit A – Insurance Requirements

Sunrise Civic Center ♦ 10610 West Oakland Park Boulevard

1.0 PARK INSTRUCTOR/TRAINER agree to maintain, on a primary, noncontributory basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by PARK INSTRUCTOR/TRAINER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by PARK INSTRUCTOR/TRAINER. Any coverage maintained by the CITY shall apply excess of, or contingent upon the absence of, insurance required or maintained by PARK INSTRUCTOR/TRAINER.

1.1 Commercial General Liability: PARK INSTRUCTOR/TRAINER agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds.

1.2 Additional Insured: The PARK INSTRUCTOR/TRAINER agree to endorse the CITY as an Additional Insured on the Commercial General Liability with the CG 2012 0798 Additional Insured – State or Political Subdivisions – Permits endorsement or the GC 20 26 07 04 Additional Insured – Designated Person or Organization endorsement; or equivalent endorsements. The Additional Insured shall read "City of Sunrise."

1.3 Waiver of Subrogation: PARK INSTRUCTOR/TRAINER agree by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit PARK INSTRUCTOR/TRAINER to enter into a pre-loss agreement to waive subrogation without an endorsement, then PARK INSTRUCTOR/TRAINER agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should PARK INSTRUCTOR/TRAINER enter into such an Agreement on a pre-loss basis.

1.4 Certificate(s) of Insurance: PARK INSTRUCTOR/TRAINER agree to provide CITY a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (**30**) days' endeavor to notify due to cancellation or non-renewal of coverage. In the event the required coverage herein is cancelled, non-renewed or terminated for non-payment, the PARK INSTRUCTOR/TRAINER agree to notify the CITY via email within five (5) business days of the PARK INSTRUCTOR/TRAINER receiving said notice. The Certificate Holder address shall read:

Original to:

City of Sunrise  
Attn: Leisure Service  
Leisure Services Department  
10610 W. Oakland Park Blvd  
Sunrise, FL 33351

Copy to:

City of Sunrise  
Attn: Risk Manager  
Risk Management Division  
10770 W. Oakland Park Blvd  
Sunrise, FL 33351  
riskmanagement@sunrisefl.gov

1.5 The City's Risk Manager may amend insurance requirements for PARK INSTRUCTOR / TRAINER, whose permitted activities and operations have been previously well managed and successfully operated, or for similar events that have been successfully operated, or based on the risk from scope of permitted activities and operations