

COMMONWEALTH OF KENTUCKY, TOURISM, ARTS AND HERITAGE CABINET
DEPARTMENT OF PARKS

SPECIAL USE PERMIT APPLICATION

NOTICE TO APPLICANT: This is an application *only* and does not serve as permission to conduct any special activity in the park.

Per KRS 13A, 148.021, 304 KAR 1:020, 1:030, 1:040, and any other relevant statute or regulation, a commercial activity special use permit or a non-commercial individual/group activity special use permit may be issued to a person, corporation, entity or group to participate in an authorized scheduled activity or event to take place within the boundaries of any lands owned by, leased to or under the control of the Commonwealth of Kentucky, Department of Parks.

The commercial activity special use permit and the non-commercial individual/group activity special use permit entitles the person, corporation, entity or group to utilize the Department of Parks lands during certain dates and for certain pre-approved activities authorized by the Commissioner of the Department of Parks.

The Commissioner shall have the discretion to determine what dates, activities, and number of activities are appropriate, taking into consideration the preservation of natural resources, the orderly management of the area, conflicts between scheduled and proposed events, and other relevant factors.

Pursuant to 304 KAR 1:030, a fee will be assessed for use of State Park property and lands, including, but not limited to, authorized commercial special use activities and authorized non-commercial individual/ group special use activities.

REQUESTED INFORMATION: *PLEASE PROVIDE THE FOLLOWING INFORMATION:*

_____ PARK REQUESTED _____ DATE(S) REQUESTED _____ RAIN DATE(S) (IF APPLICABLE)

_____ ORGANIZATION NAME (IF APPLICABLE) _____ CONTACT NAME

_____ ADDRESS OF CONTACT PERSON _____ (INCLUDE ZIP CODE)

_____ E-MAIL OF CONTACT PERSON _____ PHONE NUMBER OF CONTACT PERSON WITH AREA CODE

TYPE OF PERMIT REQUESTED: A) COMMERCIAL SPECIAL USE PERMIT _____
B) INDIVIDUAL/GROUP SPECIAL USE PERMIT _____

ACKNOWLEDGEMENT: *BY INITIALING BELOW, THE PERSON, CORPORATION, ENTITY OR GROUP, AS REPRESENTED BY ITS CONTACT PERSON, (HEREINAFTER, "APPLICANT") AGREES AND UNDERSTANDS THE FOLLOWING PROVISIONS:*

_____ *The Applicant and all individuals associated with and/or accompanying the Applicant shall adhere to all relevant laws and regulations, including KRS Chapter 148 and Title 304 of the Kentucky Administrative Regulations, at all times while on land owned by, leased to or under the control of the Commonwealth of Kentucky, Department of Parks. Failure to do so may result in termination of use of Park property.*

_____ *Access and participation in the activity or activities requested by the Applicant and authorized by the Commissioner shall occur only as set forth in this permit.*

_____ *The designated activity areas may include lands that have restricted use and the Applicant and all individuals associated with and/or accompanying the Applicant shall adhere to these restrictions.*

_____ *The Applicant and all individuals associated with and/or accompanying the Applicant agrees to become familiar with the land authorized for use prior to beginning the approved activity. If Applicant has a question regarding the time, location, or nature of the permitted activity, the Applicant shall seek clarification from Park management prior to beginning the approved activity.*

_____ *The Applicant understands that this permit may not be transferred or assigned to another person, corporation, entity or group.*

_____ *The Applicant assumes all risk and responsibility for any personal injury (including death) or property damage that arises in whole or in part out of the authorized event, as well as any unauthorized or unapproved activity and/or event.*

_____ *The Applicant agrees to indemnify, defend and hold harmless the Commonwealth of Kentucky, Tourism, Arts and Heritage Cabinet, Department of Parks, the Park and/or their agents, staff, volunteers employees, or designees from any and all liability for compensatory and, to the extent permitted by applicable law, punitive damages or any related claims, suits or expenses, including attorney fees, in connection with bodily injury, loss of life and/or property damage at any time resulting from, connected to, or arising out of, in whole or in part, the Applicant's activity or event detailed herein and any unapproved activity or event..*

_____ *The person, corporation, entity or group agrees to obtain and have in force liability insurance with policy limits of One Million Dollars (\$1,000,000.00) in coverage during any and all on-site activities, including practices and preparation for the Event, and continuous liability insurance coverage to the conclusion of the Event, including tear down and removal of personal property. Said liability insurance coverage shall have the Commonwealth of Kentucky, Department of Parks, as a named insured. The Applicant agrees to provide a copy of said insurance liability certificate to the Park prior to the Event; failure to do so may result in cancellation of the Event or activity.*

_____ *The Applicant agrees to provide sufficient staff to manage the Event and understands that **the park premises serves only as a venue for the event or activity**. All staffing, collection of fees, parking activities, direction of traffic, set-up, staging, monitoring, tear-down, clean-up, and any other requirement for the Event, is the sole responsibility of the Applicant, not the Kentucky Department of Parks, its employees, contractors, volunteers, or assigns. Applicant shall provide adequate security based upon the expected number of attendees at the event or activity.*

_____ *The Applicant agrees that approval of this Application does not provide Applicant with exclusive use of the Park facility or the exclusive right to perform and execute the event or activity described herein.*

_____ *The Applicant agrees to repair or replace, at its own expense, any damage to Park property caused by the event or activity described herein.*

_____ *The Applicant agrees to comply with the additional requirements set forth in the Addendum to this Special Use Permit, if applicable.*

THE UNDERSIGNED, AS CONTACT PERSON, AGREES TO THE TERMS AND CONDITIONS OF THE EVENT PERMIT APPROVED BELOW.

SIGNATURE OF CONTACT PERSON FOR APPLICANT

DATE

NAME OF EVENT: _____

TYPE OF EVENT: _____

FEE/CHARGE PER PARTICIPANT: _____

ESTIMATED ATTENDANCE: _____

PARK FACILITIES REQUESTED: _____

SET-UP TIME: _____ **EVENT TIME:** _____

BREAK-DOWN AND OUT TIME: _____

Describe in as much detail as possible the activities and/or events being planned. (Attach additional pages if necessary). Activities and/or events that are not specifically described herein or the details of which are not firm shall be subject to a separate agreement and require additional approval.

PLEASE SUBMIT THE APPLICATION TO: SPECIAL PROGRAMS COORDINATOR, DIVISION OF INTERPRETATION AND PROGRAM SERVICES, ERIN LABIRTH AT ERIN.LAMBIRTH@KY.GOV OR MAIL TO KENTUCKY STATE PARKS, 500 MERO STREET, 5TH FLOOR, FRANKFORT, KY 40601

ALLOW A MINIMUM OF 60 DAYS FOR REVIEW AND PROCESSING

***** FOR CENTRAL OFFICE USE ONLY*****

Date received:

Dates permitted activity may occur:

Permit expires:

Activities permitted:

Space/Facilities to be utilized:

Conditions: The following conditions must be met:

Park usage fee: _____

***** SIGNATURES*****

Approved by: _____
Park Manager, or his/her designee

Date: _____

Approved by: _____
**Director, Division of Interpretation and Engagement,
Or his designee**

Date: _____

This approved application shall serve as a special event permit and shall be maintained by the contact person who shall show it upon request during events on the Department of Parks lands.