

RACHEL BABINEAUX

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SOUTHERN DEVELOPMENT FOUNDATION  
BUSINESS CENTER  
1006 SURREY STREET  
LAFAYETTE, LA 70501  
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**APPLICATION AND PERMIT FOR USE OF SDF ZYDECO PARK**

REQUESTED BY: (NAME) \_\_\_\_\_ DATE: \_\_\_\_\_

SPONSORED BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CITY: \_\_\_\_\_ State \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: (W) \_\_\_\_\_ (H) \_\_\_\_\_

DATE(S) REQUESTED: \_\_\_\_\_ AREAS REQUESTED: Zydeco Park  
(457 Zydeco Road)

Date (s) \_\_\_\_\_ TIME: \_\_\_\_\_

This permit is granted subject to the following rules and regulations and the acceptance and use thereof by the applicant is an agreement on his/her behalf to comply with all terms and conditions herein set forth, together with all the rules of procedure heretofore established by the Southern Development Foundation.

**USE OF ZYDECO PARK:**

The **LESSEE** shall be permitted to use **Zydeco Park** pursuant to this permit only for the following purposes:

\_\_\_\_\_

**LESSEE** shall be fully responsible for all activities conducted on the leased premises pursuant to this agreement. Use of the leased premises for any purposes other than those set forth herein above is strictly prohibited and shall constitute a breach of this lease. Furthermore, **LESSEE** shall use the leased premises only for lawful activities, and shall take steps and responsibilities to prevent any unauthorized or unlawful activities on the leased premises during the duration of this lease.

**SUPERVISION OF ACTIVITIES:**

**LESSEE** shall be fully responsible for supervision of all authorized activities conducted on the leased premises under the terms of this agreement Southern Development Foundation shall be under no obligation or responsibility to supervise and/or provide any individuals to supervise the activities of **LESSEE** and shall incur no liability or responsibility for any injuries or damages to individuals, participants and/or spectators as a result of the activities conducted by **LESSEE** on the leased premises. Accommodations of spectators shall be at the discretion of the **LESSEE**. Steps shall be taken by the **LESSEE** to insure safety and enjoyment of participants and spectators.

1. No cars, motorbikes, motorcycles, trailers, horse-trailers or brand trucks are allowed inside the fenced stage grounds of which is fenced and control by the ticket booth. They are to be parked in the area(s) specifically designated.
2. Trucks and / or vehicles needed to bring supplies and equipment are allowed. Upon delivery, these vehicles are to park in the area designated for same
3. The sponsor will be required to provide all Port-o-Lets, equipment and supplies needed to conduct said function.
4. Trash receptacles must be provided and all debris must be placed in containers and / or stacked adjacent to said containers if they are full.

**PARTICIPANTS' USE OF LEASED PREMISES:**

It is understood that **LESSEE**, individuals, participants and/or spectators shall be permitted to use and enjoy the leased premises solely at their own risk, and that Southern Development Foundation shall incur no liability as a result of any use of the leased premises by any individuals, participants and/or spectators. **LESSEE** shall fully inform and explain the provisions of this section to all individuals, participants and/or spectators.

**BREACH OF AGREEMENT:**

Any violation of the specific terms and conditions of this agreement as set forth herein shall constitute a breach by **LESSEE** thereof, and shall immediately terminate this agreement and any and all of **LESSEE'S** rights hereunder.

**CLEAN-UP:**

The **LESSEE** is responsible for the clean-up after the event. All trash clean up must be completed within three weeks. The deposit shall be held until clean up is completed. Trash and debris must be removed from property. There shall be no burial of trash or debris. If personnel from the Southern Development Foundation do the clean-up, **LESSEE** will be billed.

**RESTORATION OF PROPERTY:**

The **LESSEE** agrees to restore or pay the cost of restoring the park, field or any of its properties or equipment to its original condition, if **ABUSED UNNECESSARILY** by any member of the sponsoring group or by any participant or spectator in the activity. This includes using parking during rainy or muddy conditions.

**RENTAL FEE:**

A rental fee of \$ \_\_\_\_\_, per event usage will be charged. Rentals for Other and Group Activities will be negotiated through the SDF office depending on usage of the facilities. Said fee is **TO BE PAID IN ADVANCE**. There will be no refunded **RENTAL FEE** for rain-outs or cancellations. **Refunds may be granted minus setup and ground expense 30 days before event.**

**DEPOSIT:**

A \$ \_\_\_\_\_ deposit is required rent of Zydeco Park property. This deposit will be returned when this agreement have been in compliance with the terms of the ordinances, restoration of property, and upon inspection.

**CONCESSION RIGHTS:**

Concession rights may be granted under specifications as set forth by SDF provided there is no concessionaire operating at chosen site.

The **LESSEE** is responsible for obtaining all necessary permits for the sale of any beverages, food products or material goods as required by the Local and State Governments and further agrees to abide by all applicable regulations for all of agreed events.

The contract grants permission for the **LESSEE/SPONSOR** to sell liquor as in application permitted by State and Local Laws of Louisiana.

The sale of alcoholic beverages is prohibited at events to participants below the age of 21.

**ORDINANCES etc:**

The LESSEE MUST COMPLY WITH local Parish ordinance creating rules and regulations pertaining to the preservation, safety and security of attendants and SDF property. The **LESSEE** is responsible for adhering to these ordinances or forfeits the **LESSEE'S** rights of future use of SDF Zydeco Park facilities. The major items are listed:

- A) It is unlawful to sell or have possession of a glass container on Zydeco Park property.
- B) It shall be unlawful to operate motorized vehicles within the boundaries of Zydeco Park property except in designated spaces.
- C) It shall be unlawful to build fires except in designated places with written permission from the SDF's office.
- D) Lessee shall not access private property at contiguous points unless written agreement by owner of the said private property.

## **INDEMNIFICATION**

The LESSEE agrees to indemnify and hold SOUTHERN DEVELOPMENT FOUNDATION (“SDF”), the officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement and further to provide legal representation in any and all litigation as a result of this event.

### **INSURANCE REQUIREMENTS:**

Lessee and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the event hereunder by the Lessee, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Louisiana in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of the performance of the work under this contract by the Lessee, its agents, representatives, employees or subcontractors, and Lessee is free to purchase additional insurance.

### ***MINIMUM SCOPE AND LIMITS OF INSURANCE:***

Contractor shall **MINIMUM SCOPE AND LIMITS OF INSURANCE:**

Contractor shall provide coverage with limits of liability not less than those stated below.

1.

Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

•

General Aggregate

- \$1,000,000 with an aggregate of \$2,000,000.00 and Southern Development Foundation as an additional to the insurance policy.

The Lessee is responsible for the insurance. Each rider agrees to sign a release of indemnification against Southern Development Foundation.

### **SECURITY:**

The **LESSEE** is responsible for obtaining adequate security for their functions. The security must be approved by the local enforcement authority prior to signing of contract. If security plans (detailed) are not provided four (4) weeks in advance of function, this office has the right to revoke the contract.

PARK: ZYDECO PARK

CONCESSION: \$ \_\_\_\_\_

ZYDECO PARK USE FEE:

\$ \_\_\_\_\_

DAMAGE DEPOSIT: \_\_\_\_\_

TOTAL RENTAL FEE \$ \_\_\_\_\_  
(Due at least two weeks  
prior to the event)

Permission is hereby granted to hold the above event or events on the date or dates and times specified, in accordance with provisions of the above schedule.

\_\_\_\_\_  
(SECURITY SIGNATURE)  
*(Necessary for Festivals, Fairs and  
Group Activities)*

\_\_\_\_\_  
(POSITION)

\_\_\_\_\_  
(SIGNATURE OF LESSEE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
SDF OFFICER

\_\_\_\_\_  
PROPERTY MANAGER

\_\_\_\_\_  
ACCOUNTANT

cc: Central Office

If anyone believes he or she has been subjected to discrimination on the basis of race, color or national origin, he or she may file a complaint alleging discrimination with the Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.