



**CITY OF BOISE
DEPARTMENT OF PARKS AND RECREATION
TERMS OF COMMERCIAL USE**

The City of Boise City (City) provides opportunities for entities to apply for a permit allowing them to conduct classes, lessons, tours, or demonstrations on City owned/managed waterways and properties. **Permit applications shall be accepted throughout the year, with consideration being given on a first-come, first-served basis. Commercial Use Permits are awarded for the calendar year (January 1 - December 31) regardless of when applications are submitted.** Entities wishing to acquire a permit to operate on City owned/managed waterways and/or properties or for commercial guides that wish to launch or conclude guided trips on City managed property, shall comply with all applicable laws, statutes, and ordinances, the terms and conditions stated in the Commercial Use Application, and the following standards, requirements, terms, and conditions:

1. **Federal, State, and Local Laws:** Permittee and its officers, agents, employees, contractors, subcontractors, volunteers, customers, clients, guests, or invitees shall comply with all federal, state, and local laws; ordinances; regulations; orders; postings; written requirements applicable to the area of operations covered by the permit, and all standards, requirements, terms, and conditions contained in this document and in the attached Commercial Use Application.
2. **Non-Exclusive Use:** Permittees shall not be granted exclusive use of a park or facility. The City reserves the right to issue additional permits for the same or similar services. Permittees, their agents, or clients shall not interfere with free public use or other authorized use of roads, parking lots, trails, lands, or waters in the area of their activities.
3. **Term:** Permits shall be issued based on a calendar year. Regardless of when a permit application is received and permit is issued, the permit will conclude on December 31 of the year in which it was issued. Entities that have been awarded a permit in prior years will be required to apply for renewal annually.

Note: The Permittees' opening and closing date may vary contingent upon location and/or patrons served.

4. **Class Size:** Permittee shall adhere to the following class sizes and instructor to student ratio, if accessing (or taking out) the Boise River through City managed property to conduct lessons/classes.
 - A. Boise River and JA and Kathryn Albertsons Family Foundation Boise Whitewater Park: Class size shall not exceed ten (10) students at any time and maintain an instructor-to-student ratio of at least 1:5.

- B. Park Ponds: Class size shall not exceed thirty (30) students at any time and maintain an instructor-to-student ratio of at least 1:5.
 - C. Park Grounds: Class size shall not exceed 30 students and maintain an instructor to student ratio of 1:30.
5. **Indemnification:** Permittee agrees to, and shall, indemnify, save, , defend, and hold the city of Boise City, and its officials, agents, employees, and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs, and expert fees), of any nature whatsoever arising out of the negligent acts or omissions of, or the violation of any law, statute, ordinance, regulation, standard, requirement, term or condition by, Permittee or its officers, agents, employees, contractors, subcontractors, volunteers, customers, clients, guests, or invitees incident to this License or the use or occupancy of the Premises, regardless of where the injury, death, or damage occurs.
 6. **Assignment:** Permittees shall not transfer, extend, or assign their awarded permits to another person or entity without prior written approval from the City. Permittees shall not sublet or enter into any third-party agreements involving the privileges authorized by their permit.
 7. **Area of Use:** Permits shall be applicable for the use of the area designated on the permit. Permits are not applicable to lands not owned or managed by the city. Some Boise Parks and Recreation sites may be ineligible for the Commercial Use Program entirely or for a portion of the calendar year. Please note, restricted sites are subject to change under the department's discretion.
 8. **Advertising/Selling Prohibited:** Permittees shall not solicit business, advertise, collect any fees, or sell any goods or services on lands authorized for use by the permit unless specified on the permit. Permittees shall not make any misrepresentation in his/her advertisements, signs, circulars, brochures, and letterhead or like materials regarding the permit.
 9. **Structures:** Permittees shall not erect structures of any kind, temporary or otherwise, in the area under the permit without prior written permission from the City.
 10. **Protection of City Lands, Facilities, and Resources:** Permittees shall exercise due diligence in protecting lands, facilities and resources in the areas that are used in connection with the permit from damage. Permittees shall be liable for the repair of any damages to lands, facilities or resources resulting from the activities of the permittee, their agents, employees or clients.

11. **Equipment Operations:** Permittees are responsible for ensuring that vessels are equipped, maintained, and operated in accordance with all applicable federal and state laws and regulations.
12. **Applicable Documentation:** Permittees are required to provide documentation of all applicable licenses and permits as requested by the City.
13. **Making False Statements:** Making false statements in permit application or presenting false or altered documents in order to obtain a permit shall be grounds for permit revocation. Permittees presenting false information shall be barred from reapplication for a period of one year, from the time of revocation or from the date the information provided by the applicant/permittee is determined to be false.
14. **Inspection/Access:** Permittees are required to cooperate with agency representatives for the purpose of permit compliance, operations evaluation, or to gather current information on the area for park management purposes.
15. **Licenses:** Permittees wishing to operate on the Boise River, including the JA and Kathryn Albertsons Family Foundation Boise Whitewater Park, shall be licensed by the State of Idaho Outfitters and Guides Licensing Board. Permittees not licensed by the Board shall not be eligible for the issuance of permits by the Department for Boise River use, and shall be restricted to operating on approved City managed ponds.
16. **Safety.** Permittees shall provide safety equipment and a safety orientation to their clients, as well as information regarding rules, regulations and other information pertaining to the area in compliance with local, state, and federal guidelines and policies and rules of the Department.
17. **Natural Hazards:** Permittees recognize and understand that natural hazards are likely to exist within the area of their operation (e.g., changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, etc.), and agree to take all reasonable precautions to make themselves aware of these hazards and to advise all clients of the hazards. Permittees are responsible for ensuring the safety of the clients under their supervision.
18. **Accident and Injury Notification:** Permittees shall notify the City immediately of any incidents that occur involving personal injury, boat collision, overturning or swamping, or damage to vessels; or any incidents involving the loss of equipment such as canoes, rafts, or other gear which could reasonably create the impression that someone may be lost or in danger. Injuries requiring medical attention or evacuation shall be reported to Emergency Medical Services immediately.

19. **Professional Behavior:** Permittees shall not verbally or physically harass, assault, or abuse clients, employees, other Permittees and their clients, or members of the general public. This includes aggressive and disruptive behavior.
20. **Non-Discrimination in Employment and Services:** Permittees and their employees shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or disability.
21. **Limitations:** Permits do not guarantee participation in community or Department sponsored events, or activities held within the Permittees' designated area. If selected to participate in a community or Department sponsored event, Permittees are responsible for all fees and stipulations of the named event.
22. **Renewal:** The issuance of a permit does not confer any rights of renewal or references for renewal despite investments or reasons posed by the Permittees.
23. **Special Events or Special Uses:** Permittees wishing to conduct special events or special uses beyond the scope of their permit may be required to obtain an additional permit and pay additional fees to the City of Boise.
24. **Payment of Permit Fees:** All fees shall be paid prior to initiating the activities authorized under the issued permit.
25. **Public Information:** All permit applications and supporting documents shall be public record only after the award of the permit(s) for each permitted location and shall be available for public access and copying unless otherwise exempt under the Idaho Public Records Law. The Department shall not accept confidential or proprietary information relating to a permit application without prior written authorization.
26. **Suspension or Revocation:** Breach of any of the terms outlined in the permit shall be grounds for suspension or revocation of the permit. The permit may be revoked with or without cause, at the discretion of the City without compensation to the Permittee or liability to the City.
27. **Severability:** Each term, condition, and provision of this document and of the attached Commercial Use Application is severable. If any term, condition, or provision is found by a court of competent jurisdiction to be invalid or unenforceable, it shall be excised, and the remaining terms shall continue in full force and effect, unaffected by excising the invalid or unenforceable term, condition, or provision.