



## Oscar Dunn Park Rental Application for Non-musical Performance

### Regulations

- Non-musical performance is a presentation by any group with more than one member that does not involve live music.
- Use of Oscar Dunn Park by a street performer, busker, or entertainment group for a performance that exceeds a 5'x5' footprint will pay a \$150.00 fee per hour of usage. Schools, churches, and non-profit organizations excluded. Payment must be made by check no less than 72 hours in advance to the French Market office. Returned checks will incur a \$25.00 NSF fee.
- Identification Required: All applicants are required to provide proof of identity in one of the following forms: A current motor vehicle driver's license, state issued personal identification card, or passport. If applicant is under 18 years of age, a state issued personal identification or a sworn affidavit of a parent or legal guardian must be submitted with application. If the applicant is a non-resident of the United States, a valid passport and/or appropriate work visa must be submitted.
- Black-out dates and times for Oscar Dunn Park include, but are not limited to: Holy Week and holiday mass schedule as posted by St. Louis Cathedral, Daily before 10:100 a.m. and after 6:00 p.m., and Sundays from 9:00 a.m. to 12:00 p.m.
- Use of the space must be scheduled in independent one-hour increments with a 30-minute break following each booking through the French Market Corporation. Performers may schedule up to two independent hours per day between the hours of 10:00 a.m. and 6:00 p.m.
- Performers may not use amplification to solicit donations.
- Pedestrian pathway must remain open and clear at all times.
- The performance space may be booked no more than one month in advance, and no less than 72 hours in advance of performance date and time. The performance space is available on a first come, first serve basis.
- Once scheduled there are no cancellations. Bookings are rain-or-shine; no rain checks, alternative date rescheduling, or refunds. In the event of inclement weather performance may be moved to the Dutch Alley Performance Pavilion for the duration of the scheduled time.
- Only performers in good standing with all program rules and regulations may perform as part of group.
- If group chooses to cancel a performance you must notify Shayd Coots in writing at [scoots@frenchmarket.org](mailto:scoots@frenchmarket.org) and by phone at 504-636-6367 before the scheduled performance time.
- Only group booked can perform and only with approved application activity. No performance group substitutions, transfers to other groups, or alternative uses will be allowed.
- No refunds for cancelled performances.
- Children age 18 and under may not perform unless accompanied by a parent or legal guardian.
- The use of animals, equipment, fire, materials, or substances that may pose a threat to public safety is prohibited.

### Insurance Requirements

- Each member of the performance group must submit individual proof of current liability insurance naming the City of New Orleans and the French Market Corporation with \$1,000,000 limits.
- Any change to the policy must be provided in writing prior to performance.

### Additional Agreements

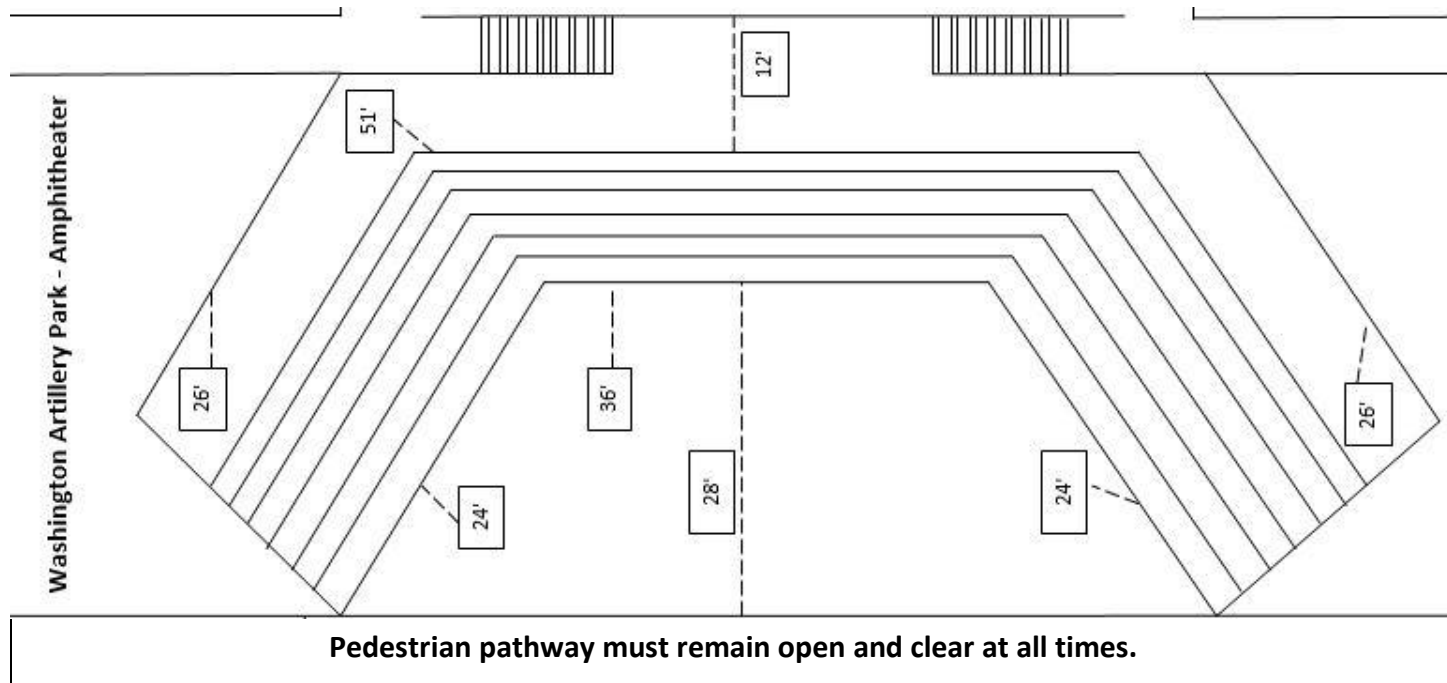
- Applicant agrees the use of the Oscar Dunn Park will not require an admission fee.
- City of New Orleans sound ordinance; Applicant agrees that any group or member of the group using Oscar Dunn Park will adhere to City of New Orleans sound ordinance in section 66-136, et seq. of the New Orleans City Code.

- City codes that must be agreed and adhered to include the following. Any violation of city code will be subject to persecution to fullest extent of the law.
  - a. Prohibits the obstruction of free and convenient use of the sidewalk; Section 54-401. Applicant should be mindful that any use of Oscar Dunn Park that requires pedestrians to walk into the adjacent street is a violation of 54-401.
  - b. Prohibits disturbing the peace, which includes communicating to another person a threat, either verbally, in writing, or through any other form of communication or making statements that would tend to incite acts of violence; Section 54-403.
  - c. Prohibits aggressive solicitation, which includes using obscene, profane, or abusive language or gestures toward a person to obtain a donation, among other prohibited acts; Section 54-419.

New Orleans Police Department will enforce these provisions as well as any other illegal activities occurring during their use of Oscar Dunn Park.

Should New Orleans Police Department cite a performer and/or group for any violations of the law, FMC has the discretion to permanently disallow applicant(s) from further use of Oscar Dunn Park.

### Oscar Dunn Park Rental Footprint



\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



Oscar Dunn Park Rental Application for Non-musical Performance

**PLEASE PRINT CLEARLY**

First Name: \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name: \_\_\_\_\_

Performance Name (if applicable): \_\_\_\_\_

Circle one: Male / Female Date of Birth: \_\_\_\_\_

Permanent Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Local Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Social Media Links: \_\_\_\_\_

Description of performance, including props, equipment, etc., that will be used in your performance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Violating any of the performer rules, disruption of the peace, creating a public safety risk, blocking commerce or foot traffic will be cause for immediate removal and expulsion from French Market Corporation property, forfeiture of any pre-paid fees, and cancel any future performances in the French Market District.**

Initial

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



## Indemnification and Hold Harmless Agreement

\_\_\_\_\_  
Initial

By way of my initials here and my full signature below, I hereby acknowledge that to the fullest extent of the law, agree to defend , pay on behalf of, indemnify, and hold harmless the City of New Orleans and the French Market Corporation, its elected and appointed officials, employees and volunteers and others working on behalf of the City of New Orleans and the French Market Corporation, from and against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of New Orleans and the French Market Corporation, its elected and appointed officials, employees and volunteers and others working on behalf of the City of New Orleans and the French Market Corporation, by reason of personal injury, including bodily injury, or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with performance or special event and regardless of which claim, demand, loss, cost or expense is caused in whole or in part by negligence of the above-named applicant or by third parties, or by the agents, servants, employees or factors of any of them.

### Applicant

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

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

### French Market Corporation Representative

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

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