

Staff Use Only

Day & Date of Event: _____ Time (set-up included) _____

Permit: _____ Location Code _____ Phone Number _____

Last Name, First Name _____

Deposit \$ _____ Date: _____ FOP _____ Fee \$ _____ Date: _____ FOP _____

CITY OF COTTONWOOD

APPLICATION/AGREEMENT FOR USE OF OUTDOOR MUNICIPAL FACILITIES

To be completed by user. Please answer ALL questions.

Outdoor Facility Requested (check all that apply):

- Outdoor facility options including Garrison Park, Old Town Activity Park, Ctwd Kid's Park, Field, Tennis Center Courts, Riverfront Park, Ramada A-C, BBQ A-C, Volleyball Courts, Horseshoe Pits, Soccer/Football Field, Youth Ball Fields, Extras like Piñata, Bounce House, Alcohol, Public Event, and water/electricity access.

The following require a Temporary Use Permit application submitted to the Community Development Department 3 months prior to the event (Check all that apply)

- Amplified Music, Vendors, 100 plus participants (porta-potty suggested)

Reservation Day/Date: _____ Beginning & end times: _____
Event Name/Type: _____ Estimated # Participants: _____
Applicant Name: _____ DOB _____ Telephone _____
Email Address: _____
Address: _____
Organization Name: _____ Profit [] Non-Profit []
Please provide 501(C)

FEES: Fees are expected upon reservation and are due a minimum of 10 days prior to each event. This permit may be cancelled if either rental fees or deposits are not received by the P&R office when due.

CANCELTION POLICY: All refund requests are subject to a 10% Administration Fee. No refunds will be given for permits cancelled less than seven days prior to an event.

Signature below acknowledges that the authorized representative has received, read, understands and agrees to abide by all terms of municipal facilities rules and regulations, including, but not limited to, the Hold Harmless Agreement specified therein.

Applicant Signature: _____ Date: _____

Park Usage

Ramada Rental Rules and Regulations Agreement

The following items are **prohibited** from park grounds:

- ❖ Glass Bottles of Any Kind
- ❖ Water Balloons or Water play equipment
- ❖ Stakes used to secure tents, canopies or play equipment. (Use water barrels or sandbags to secure these items down. You will be charged with vandalism along with any repair costs if stakes are used and damage the turf or irrigation system.)
- ❖ Smoking except in designated areas as of May 17, 2015.

The following items may be allowed on park grounds with approval/insurance/TUP:

- ❖ Piñatas - with paid rental and additional \$100 deposit. (*Deposit will be forfeited if area is not cleaned up to staff's stringent standards.*)
- ❖ Bounce Houses - with paid rental and additional \$200 deposit. A certificate of liability will be required unless provided by an authorized vendor who has a current COI on file with the city.
- ❖ Liquor of any kind (*Beer is allowed at Riverfront Park only.*) Any requests to sell liquor must go through the TUP and special liquor license processes.
- ❖ Any event that will have over 100 people must have an approved TUP. We suggest you consider ordering port-a-potties from an approved vendor (must have COI) if your event is this large.
- ❖ Any amplified live music requires an approved TUP.
- ❖ Water and/or electric access may be allowed under specific circumstances and with paid fee/deposit. Access will be with a paid rental by key assigned from the Recreation Center immediately prior to your rental. If the key is not returned, you will be charged with replacement cost from your deposit.

The TUP (Temporary Use Permit) is available through the Community Development office at 111 N. Main Street, or the Cottonwood Recreation Center. Turn in applications 3 months prior to each event.

Please be considerate when using park grounds and remember:

- ❖ Clean up after yourself.
- ❖ Use trash containers in parking lot if ones by ramadas are full.
- ❖ Portable radios are allowed but volume level should be kept low.
- ❖ Please respect other people's rights to use the park, i.e. rental of ramada area does not preclude others not in your group from using the playground equipment.
- ❖ You are responsible for the actions of the people in your party.
- ❖ Generators must be provided by renter for any inflatable play equipment used at park.
- ❖ Please bear in mind that staff is not available to check facilities after each usage. Occasionally users are disrespectful and do not clean up after themselves. Your rental fee will not be refunded because the park site was untidy upon your arrival.
- ❖ All deposits of cash, check or charge left with the Parks and Recreation office longer than six (6) months will be forfeited.

INSURANCE REQUIREMENT

Insurance is required from the applicant for any public event and from most vendors providing equipment or services to a private or public event such as but not limited to bounce houses, dunk tanks, petting zoos, caterers, etc. Liability insurance coverage in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage is required by the City of Cottonwood. Please attach a copy of your certificate of insurance naming the city as additionally insured and with an endorsement if required per your policy to this application. Requests without such proof cannot be approved.

As a condition of using the City facility that I am applying for hereunder, and prior to using that facility, I understand and agree that I must obtain and furnish to the City written evidence of the types and amounts of insurance coverage required by the City, including endorsements naming the City as an additional insured, and waiving subrogation against the City.

By my initials here, I have read and understand all of the above

ATTACHMENT "A"

SPECIAL EVENTS INSURANCE REQUIREMENTS

_____ (Applicant/Property Owner) verifies that they will procure and maintain, for the duration of the event, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the event by the Sponsor, its directors, officers, agents, employees, volunteers, or contractors in the amounts specified herein. The minimum insurance requirements for all event sponsors will be:

Commercial General Liability – Occurrence Form (Form ACORD 25-S – revised 2010 or any replacement thereof). Each Occurrence: \$1,000,000; Damage to Rented Premises: \$300,000; Med Exp (any one person): \$5,000; Personal & Adv injury: \$1,000,000; General Aggregate: \$2,000,000; and Products- Comp/OP Agg: \$1,000,000.

General Aggregate Limits Vary Depending on Size, Location and Type of Event: Minimum Limits for this coverage will be \$1,000,000. In addition to these minimum requirements, the City of Cottonwood may require additional coverage to be provided by the event sponsor, based upon the type of event, up to the following limits:

- **Automobile Liability – Including Owned, Hired and Non-owned Vehicles.** Combined Single Limit Per Accident \$1,000,000 (Bodily Injury and Property Damage).
- **Employer Liability.** Each Accident \$100,000; Disease – Policy Limit \$500,000; Disease – Each Employee \$100,000.
- **Liquor Liability:** Limits vary depending on size, location and type of event. Minimum limits for this coverage will be \$2,000,000. The event sponsor will be expected to provide a certificate of insurance naming the City of Cottonwood as an additional insured for the date(s) that the event will occur.

COI Form Requirements: An event description including date and location shall be listed in the Description box unless you choose to cover any and all events you will be covering. In that case, please note that you will be covering any and all events held. The City of Cottonwood, 816 N. Main St., must be listed as an additional insured. An endorsement must also be provided.

Workers Compensation: Proof of workers compensation must be provided when any employees of the company/organization will be working or volunteering for the event.

INDEMNIFICATION OF CITY AGAINST LIABILITY

_____ (Applicant / Property Owner) agrees to indemnify, defend, save and hold harmless the City of Cottonwood, and any jurisdiction or agency issuing permits for any work included in the event, and their respective departments, directors, officers, officials, agents, employees, volunteers and contractor (hereinafter referred to as Indemnatee) from and against any and all claims, demands, actions, liabilities, damages, losses or expenses, including court costs, attorney’s fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as “Claims”) for personal and bodily injury (including death) or property damage caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Sponsor or any of Sponsor’s directors, officers, agents, volunteers, employees or contractors. This indemnity includes any claim or amount arising or recovered under Workers’ Compensation Law or arising out of the failure of the Sponsor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Sponsor from and against any and all Claims to the fullest extent of the law. It is agreed that Sponsor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

WRITTEN AGREEMENT

As a condition of receiving the permit that I am applying for hereunder, and prior to obtaining that permit and exercising any of the rights and privileges conferred thereunder, I understand and agree that I must obtain and furnish to the City written evidence of the types and amounts of insurance coverage required by the City, including endorsements naming the City as an additional insured, and waiving subrogation against the City.

Signature of Authorized Special Event Sponsor

Date Signed

Print Name

Date(s) of Event

City Representative

Date Signed

SECTION II – To be completed by Municipal Representative.

CATEGORY I: “City Sponsored or Affiliated” shall include:

- Activities, meetings or programs conducted by City employees for City purposes.
- Co-sponsored events conducted in cooperation with outside individuals, organizations, or public or private agencies.
- Activities and programs conducted through agreements between the City and outside individuals, organizations, or public or private agencies.
- Activities, meetings or programs conducted by any elected or appointed City official for City purposes.

CATEGORY II: “Non-Profit/Public Service” shall include:

- All registered non-profit organizations, not specified in Category I, conducting non-commercial activities.
- All government agencies, not specified in Category I.

CATEGORY III: “Private” shall include:

Any private group, club, agency, organization or individual using a City park or recreational facility where no profit will be realized. For example: receptions and organizational meetings. An admission donation or charge may be made to cover costs only.

CATEGORY IV: “Commercial/Profit Making” shall include:

Any group, club, agency, organization or individual, except as defined in Categories I, II, III, using a City park or recreational facility in an attempt to realize a profit from its use or activity, and where an admission charge is made or other proceeds are received.

	CATEGORY I	CATEGORY II	CATEGORY III	CATEGORY IV
BALLFIELDS Softball or Baseball (per field)	No charge or by agreement.	No charge or by agreement.	\$75 Deposit. No hourly rate. \$15 Prep.	\$10/hr or \$80/day \$150 Dep. (unless ASA or USSSA sponsored)
Lights (per field)	No charge or by agreement.	\$10/hr.	\$15/hr.	\$20/hr.
Soccer	No charge or by agreement.	No charge.	\$100 Deposit. \$7.50/hr.	\$100 Deposit. \$15/hr.
Youth Leagues	No charge or by agreement.	No charge.	No charge.	\$100 Deposit. \$15/hr. plus lights
Riverfront Park Picnic Ramadas	No charge or by agreement.	Half price.	1 Ramada: \$10/hr + \$20 deposit. 2 Ramadas: \$20/hr + \$30 deposit 3 Ramadas: \$30/hr + \$50 deposit	Not Applicable.
w/piñata or bounce house	No charge or by agreement.	Half price.	\$100 extra deposit for piñata(s) \$200 extra deposit for bounce house at event	Not Applicable.
All RFP Ramadas BBQ’s, Horseshoe and Volleyball	No charge or by agreement.	Half price.	\$100 Deposit. \$50/hr.	Not Applicable.
Garrison Park Picnic Ramadas	No charge or by agreement.	Half price.	\$25/hr + \$40 deposit \$100 extra deposit for piñata(s) \$200 extra deposit for bounce house at event	Not Applicable.
TENNIS CENTER/ COURTS	No charge or by agreement.	No charge or by agreement.	\$75 Deposit. \$5/per 90 minutes per court.	\$150 Deposit. (waived if USTA affiliated) \$8/per 90 minutes per court.
Lights (per court)	No charge or by agreement.	\$4/hr/court	\$8/hr/court (\$4/hr/court for CRC members)	\$8/hr/court
Water and / or Electric Access	No charge or by agreement.	\$10 each. Additional deposit of \$20.00 for each	\$10.00 for each. Additional deposit of \$20.00 each. Requires a key that will be issued to applicant from the Recreation Center. Loss of key or lock will result in forfeit of deposit(s).	\$10.00 for each. Additional deposit of \$20.00 each. Requires a key that will be issued to applicant from the Recreation Center. Loss of key or lock will result in forfeit of deposit(s)..

*Non-Profit agencies must show proof of their non-profit status.