

**CITY OF REDDING**  
COMMUNITY SERVICES DEPARTMENT  
RECREATION DIVISION  
PO BOX 496071, REDDING, CA 96049-6071  
PHONE: (530) 225-4095      FAX: (530) 225-4585

## APPLICATION FOR USE OF CITY OF REDDING BUILDINGS

Please print or type:

Facility Requested:	Serving Alcohol:	Yes	No
Number of People Attending:	Selling Alcohol:	Yes	No
Type of Activity:	Serving Food:	Yes	No
Public Event                      Private Party	Selling Food:	Yes	No
Date(s) Requested*:	Fee Charged for Event?:	Yes	No
Times From:                      To:	Amount of Fee:		
Electricity:      Yes:      No:	How will profit be spent:		

\* Additional Dates: \_\_\_\_\_  
\_\_\_\_\_

Applicant name:	Day time phone number:
Address:	Evening phone number:
City:                                      Zip:	Fax number:
Second contact name:	Day time phone number:
Organization Name:	Insured's Name:

Additional Notes: \_\_\_\_\_  
\_\_\_\_\_

I certify, under penalty of perjury, that all of the statements made in the above application are true and correct to the best of my knowledge. I further certify that I have read and agree to comply with the attached Facility Usage Rules and Regulations and the attached Terms and Conditions of Use of City of Redding Park and Recreation facilities.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recreation Superintendent Approval

\_\_\_\_\_  
Date

**Office use only:**

Insurance Certificate #			Deposit Received:			ABC Received:		<b>Entered in Computer</b>
Expiration Date:			Fee:					
Distribution:								
Risk	Dan	Police	ECR Host	MLK		Applicant		

City of Redding  
Community Services, Recreation Division

**FACILITY USAGE RULES AND REGULATIONS**

**General**

- Reservation forms must be completed and returned to the Recreation Office and approved **before** your event can be entered on the calendar.
- Reservations will be taken Monday through Friday from 8:00 a.m. to 4:45 p.m.
- You will receive an approved and signed copy of your reservation, which you will need to have with you on the day of your event. Reservation forms without Recreation Superintendent signature are **NOT** valid.
- Reservation must be signed by a responsible adult, 21 years of age or older.
- The individual or group reserving the facility assumes full responsibility for the conduct of the guests at their function.
- Reservations for activities involving minors require chaperones. For every 10 minors using the facility, not less than one adult chaperone must be present at all times during the event or activity. Names of such chaperones shall be furnished to the Recreation Division at least five (5) days prior to the function or the function will be subject to cancellation.
- The City of Redding is not responsible for any property lost or stolen during an event, or any items left behind.
- Tables may not be moved from their location.

**Fees**

The fees for facility use are listed below. Use fee must be received at the time of reservation. The deposit and insurance are due no later than thirty (30) days prior to your scheduled event.

**Martin Luther King, Jr. Center**

4 or fewer hours	\$78.00
Over 4 hours	\$155.00

**Insurance is required for all facility use:**

- **Insurance must be received by Risk Management Department, City of Redding, P.O. Box 496071, Redding, CA 96049 thirty (30) days prior to your reservation date. If not received by that date your reservation will be canceled.**
- For information call Risk Management at 225-4385.

**A deposit to cover costs incurred by the City of Redding for setup, damage or cleanup, is required under any of the following circumstances:**

- A \$300 deposit is required for all building usage.
- If event involves any activity the City considers a possible risk.
- **Damage deposit must be received by the Recreation Division, PO Box 496071, Redding, CA 96049, thirty (30) days prior to your reservation date. If not received, your reservation will be canceled.**
- Refunds are issued through the Finance Division. Users should receive a refund check (or credit to their credit card) within two to three weeks after their reservation date.

### **Multiple Reservations**

Maximum of four (4) reservations per year.

### **Selling Food**

- Must be non-profit and meet City of Redding guidelines regarding fund raisers.
- Must obtain Recreation Superintendent approval.
- Contact the Health Department for rules and safety guidelines for selling food.

### **Decorations**

- Cellophane tape, adhesives, nails, screws, staples, tacks or any other devices which may mar or leave a residue are prohibited.
- All decorations must be fireproof/fire retardant.
- Throwing birdseed, rice, confetti or other similar material is prohibited.
- **Restriction on Throwing Candy, etc.:** Participants in an activity may distribute candy or other attractive objects to participants only by hand-to-hand. No other kind of distribution will be allowed, including, without limitation to, throwing, tossing, dropping, etc.
- All decorations and tape must be removed from the area after your event.

### **Security**

The Recreation Division reserves the right to require uniformed security personnel and/or attendant service for any function at the discretion of the Recreation Superintendent or his/her designee. Applicant shall provide guards that applicant's expense. These security guards must be employees of a company licensed under the State of California Private Investigator Act.

**Reservation will be canceled if above requirements are not met 30 days prior to your event.**

**NOTE: *The City of Redding reserves the right to cancel any event due to unforeseen circumstances or inclement weather.***

City of Redding  
City Attorney's Office

**TERMS AND CONDITIONS OF USE OF  
CITY OF REDDING PARK AND RECREATION FACILITIES**

1. **Assignment:** No person or organization other than the applicant or the applicant's authorized agent is allowed to conduct the event for which the reservation is issued. The reservation shall not be transferred or assigned; any such transfer or assignment shall void the reservation.
2. **Permits from Other Agencies:** Reservation shall be invalid if the applicant has not obtained all necessary permits or approvals required by law, including, without limitation, required permits from the Police Department, Health Department, or Alcoholic Beverage Control Department.
3. **Responsibility for Restoration and Repair:** The applicant is solely responsible for any necessary restoration and repair of City-owned property resulting from his or her scheduled activity.
4. **Costs of Activity:** Unless otherwise stated in the reservation, or on a separate written agreement, all costs incurred for the activity shall be borne entirely by the applicant. The applicant waives all claims for indemnification or contribution from the City for any costs associated with the activity.
5. **Responsibility for Damage; Indemnification:** The City of Redding and all its elected officials, officers, agents, employees and volunteers shall not be answerable or accountable in any manner for injury to or death of any person, including, but not limited to, the applicant, persons employed by the applicant, persons acting on behalf of the applicant, or persons attending or participating in the activity, or for damage to property from any cause. The applicant shall be responsible for any liability imposed by law and for injuries to or death of any person, including, without limitation, the applicant, persons employed by the applicant, persons acting on behalf of the applicant, or persons attending or participating in the activity, or for damage to property arising out of the scheduled activity permitted and done by the applicant under any permit, or arising out of the failure on the applicant's part to perform his or her obligations under any permit in respect to the scheduled activity or from any cause whatsoever during the scheduled activity or at any prior or subsequent time during which work or other activities are being performed under the obligations provided by and contemplated by the permit.

The applicant shall indemnify and defend the City of Redding and all its elected officials, officers, agents, employees and volunteers, from any and all claims, losses, suits, actions, damages, and liability for damages, including attorney's fees and other costs of defense incurred by the City of Redding whether for damage to or loss of property or injury to or death of person, including, without limitation, the applicant, persons acting on behalf of the applicant, persons employed by the applicant, persons attending or participating in the event, or injury to properties of the City of Redding and injury to or death of City of Redding elected officials, officers, agents, employees, agents and volunteers, arising out of, or resulting from the scheduled activity, or arising out of the failure on the applicant's part to perform his or her obligations under any permit, or from any cause whatsoever during the scheduled activity, or at any prior or subsequent time during which work or other activities are being performed under the obligations provided by and contemplated by the reservation or other permit, except as otherwise provided by statute.

The applicant waives any and all rights to any type of expressed or implied indemnity against the City of Redding, its elected officials, officers, agents, employees and volunteers. It is the intent of the applicant and the City that the applicant will indemnify, hold harmless and defend the City of Redding, its elected officials, officers, agents, employees and volunteers, from any and all claims, suits or actions as set forth above regardless of the existence of degree of fault or negligence, whether active or passive, primary or secondary, on the part of the City, the applicant, persons employed by the applicant, acting on behalf of the applicant, or persons attending or participating in the scheduled activity.

6. **No Precedent Established:** The issuance by the City of Redding of a facility reservation shall not establish a precedent and shall not obligate the City in any way to issue subsequent reservations for the same or similar events or to the same applicant.
7. **Responsibility to Maintain Structures and Materials:** The applicant agrees, by acceptance of the approved reservation form, to properly maintain any and all structures and materials used or required during his or her activity or at any prior or subsequent time during which work or any other activities are being performed under the reservation.
8. **Cancellation of Rights:** The permitted activity may be canceled, postponed or terminated at any time if, in the opinion of the Recreation and Parks Division, conditions, including, without limitation, the weather, present unacceptable hazards.
9. **Modification:** The City may, at any time, modify and abrogate these general terms and conditions and any special terms and conditions imposed on the reservation and/or activity.
10. **Traffic Control:** If traffic control is required for the activity or event, City of Redding staff, including the Redding Police Department, shall perform all work necessary for proper traffic control during the activity.
11. **Americans With Disabilities Act:** The applicant understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the activity, and further agrees to indemnify, save harmless and defend the City of Redding, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.
12. **Federal Civil Rights Law:** The applicant and his or her representatives, as part of the consideration for the reservation, hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination in the conduct of the scheduled activity.

## **INSURANCE REQUIREMENTS FOR USE OF CITY OF REDDING FACILITIES**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the lessee.

Minimum Scope of Insurance Coverage shall be at least as broad as:  
Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Minimum Limits of Insurance Contractor shall maintain limits no less than:  
General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

### Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Lessee; from or in connection with the Lessee's operation and use of the leased premises, premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations of the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. The Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Lessee's insurance and shall contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to the entity.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and admitted to do business in the state of California

### Verification of Coverage

Lessee shall furnish the City with certificates of insurance and original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City prior to use of the facility.

Please contact Risk Management at 530-225-4385 for information regarding Special Event Insurance. Their fax number is 530-225-4300.

File: N:/Office/Forms/Insurance Requirements.doc