



CITY OF BRAWLEY

DEPARTMENT OF PARKS
AND
RECREATION

CITY OF BRAWLEY PARKS, RECREATION AND COMMUNITY SERVICES APPLICATION AND AGREEMENT

LIONS MEMORIAL CENTER
225 A STREET
BRAWLEY, CALIFORNIA
92227
PHONE: 344-5675

FOR THE USE OF CITY-OWNED PARKS AND RECREATIONAL FACILITIES

ACTIVITY DATE (S) _____ ACTIVITY _____

NAME OF APPLICANT _____ ADDRESS _____

HOME PHONE _____ WORK PHONE _____

ORGANIZATION _____ NON-PROFIT # _____

Will this activity be a fund-raiser? Yes No

Admission fee, entry fee or donation? Yes No

If yes, where will the proceeds go? _____

FACILITY REQUESTED

- Lions Center Gymnasium
- Lions Center Conf. Room
- Lions Center Kitchen
- Lions Center Entire Facility
- Lions Center Pool
- Senior Center Main Hall
- Senior Center Meeting Room
- Senior Center Kitchen
- Senior Center Entire Facility
- Cattle Call Large Arena
- Horseshow Ring
- Cattle Call Entire Facility
- Park _____
- Teen Center Recreation Room
- Teen Center Kitchen
- Del Rio Community Center Room

TIMES AND ATTENDANCE

Approx. attendance _____ Adults
 _____ Minors
 Set-up & Starting _____ AM/PM
 Guests Arrive at _____ AM/PM
 Ending & Clean-up _____ AM/PM
 Total Hours _____

I WOULD LIKE TO USE THE FOLLOWING EQUIPMENT:

_____ # Tables _____ Other
 _____ # Chairs _____
 _____ Trash Cans _____

I, the undersigned, shall indemnify, defend, and hold harmless the City of Brawley, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of in any way connected with Permittee's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Brawley, its officers, employees or agents.

I, the undersigned, have read the City of Brawley Use and Rental information, the above statement, and the facility regulations on the reverse side of this permit, understand them fully, and agree to abide by them.

APPLICANT'S SIGNATURE _____

TITLE _____ DATE _____

STAFF NOTES:

CHARGES AND DEPOSITS PRIORITY _____

APPLICATION: APPROVED DENIED BY: _____

EMPLOYEE REQUIRED

FACILITY	HRS	CHARGE	TOTAL	DATE:
<input type="checkbox"/> Lions Center	_____ @	\$ _____	\$ _____	_____
<input type="checkbox"/> Senior Center	_____ @	\$ _____	\$ _____	_____
<input type="checkbox"/> Cattle Call	_____ @	\$ _____	\$ _____	_____
<input type="checkbox"/> Parks	_____ @	\$ _____	\$ _____	_____
<input type="checkbox"/> Lions Pool	_____ @	\$ _____	\$ _____	_____
<input type="checkbox"/> Teen Center	_____ @	\$ _____	\$ _____	_____
<input type="checkbox"/> Del Rio Community Center	_____ @	\$ _____	\$ _____	_____

NEEDED: Security
 Insurance
 Council Approval

Paid On _____ # _____

Refundable Deposit \$ _____

Paid On _____ # _____

Total Fees \$ _____

- CC Parks
 Recreation
 Senior Citizens
 Buildings

Refund Approval Yes No
Amount of Refund: _____

Entered on Calendar

Copies issued by: _____

Employee: _____

CITY OF BRAWLEY

PARKS AND RECREATION AND COMMUNITY SERVICES GUIDELINES FOR USE OF PUBLIC FACILITIES

The City of Brawley welcomes and encourages community groups and individuals to use parks and recreation facilities. Certain parks and facility space may be reserved for various functions, provided that such use does not conflict with regularly scheduled parks and recreation department programs. Any organization, group or individual desiring reserved use of a park and recreational facility must make application to the parks and recreation department on forms provided. The Director subject to availability and the applicant's eligibility will approve reservations. Approval shall be granted only to responsible adults. The applicant is required to be in attendance (during the entire event) at the function for which the application is made. City government functions and recreation programs shall have priority over other uses of all parks and recreation facilities. Priority for use of facilities is established as follows:

GROUP I: Resident groups, organizations, or schools, holding functions which provide a community service in the area of education recreation, health or welfare and are free to the participants.

GROUP II: Resident groups, organizations or schools, holding functions which provide a community service in the area of education, recreation, health, or welfare for which the participants are charged.

GROUP III: Resident, private party

GROUP IV: Non-Resident private party

GROUP V: Commercial

INELIGIBLE ORGANIZATIONS:

City facilities may not be used by any group or organization, which has as its objectives the overthrow of the United States government or by any individual, or organization deemed subversive as defined in the State of California Code. Permission for use of the City's facilities is subject to all rules and regulations governing the use of said facility. Permission may be revoked at any time for failure to adhere to prescribed rules. No use shall be permitted if it is determined to be contrary to the interest of the City of Brawley. All persons, groups or organizations using public facilities must abide by municipal, state and federal laws. **ALCOHOLIC BEVERAGES ARE PROHIBITED ON CITY PROPERTY**, except by City Council approval. All gambling is prohibited. Smoking is allowed in only designated areas.

RESERVATIONS:

Reservations for use of facilities may be made for up to six (6) months in advance and not less than two (2) weeks prior to usage, provided that the deposit is paid at the time of approval and that all rent, estimated fees and estimated personnel costs are paid two weeks prior to the function. Deposits and all estimated costs must be in the form of a cashier's check, payable to the City of Brawley. Non-payment will result in cancellation of the reservation.

DEPOSIT:

All renters will be required to make a cleaning/damage deposit. The deposit is refundable by city check, subject to the condition of the facility or other reasons, and will be sent by mail approximately twenty (20) days after the date of usage.

ESTIMATED FEES AND PERSONNEL COSTS:

All estimated fees and personnel costs must be paid two weeks prior to the function. Over payment of fees is refundable by city check, subject to condition of facility or other reasons, and will be mailed approximately twenty (20) days after the date of usage. If personnel and use fees exceed estimates, all fees must be paid within (30) days.

CANCELLATION CLAUSE:

Any group not giving sufficient notice of cancellation (7 days) shall forfeit deposit fee. The City of Brawley reserves the right to cancel any agreement if a use is misrepresented or if a use is determined to be inappropriate, a high risk liability exposure or detrimental to the facility surrounding neighborhood.

FACILITY ATTENDANT:

A member of the city staff will be on duty, at all times, while facilities are being used unless otherwise specified by the city. The employee shall have full access to all activities at any time in order to insure that all rules, regulations, city and state laws are being observed.

INSURANCE REQUIREMENTS:

The City requires proof of liability insurance in the minimum amount of \$ 1,000,000 per occurrence, \$ 1,000,000 aggregate naming the City of Brawley as additional insured, for the use of the Lions Center Gymnasium, the Lions Center Pool, the Brawley Senior Center Main Hall and meeting room, the Cattle Call Arena and horseshow ring as well as the Del Rio Community Center and all parks. The City may require proof of liability insurance from any user of any public facility, if it deemed necessary. There must be an additional endorsement naming the City of Brawley, 383 Main St, Brawley, as additionally insured. Proof of insurance must be received two weeks prior to usage.

LIABILITY:

It is distinctly understood and agreed that applicant assumes all risk of loss, damage liability, injury, cost and expense that may arise during or be caused in any way by such use or occupancy of the facilities, the applicant will save and hold the city harmless for any loss, claims and liability or damages, and/or injury to persons and property that in any way may be caused by the applicants use or occupancy of said facilities.

SECURITY:

The City shall require security guards licensed and certified by the State of California as deemed necessary by the Park and Recreation Director on a case by case basis. The minimum number of guards will be determined by the City Police Chief. Guards should be scheduled 2 hour before and 2 hours after each function. The City of Brawley Police Department must approve all security.

SET-UP & CLEAN-UP:

Renters are responsible for their own set-up and clean up and the rental agreement must include adequate time to accomplish these tasks. Tables and chairs must be wiped clean and put away; floors must be swept and mopped. Mops and broom will be made available. Both the inside and outside of the facility must be left clean. A charge per man, per hour, will be deducted from the cleaning/damage deposit for any additional clean-up provided by city staff.

PLASTIC GARBAGE BAGS:

When using the any city facility or parkstie and seal all trash in 33-gallon heavy-duty trash bags and place neatly in the nearby dumpster. Any group not adhering to this will have additional cleanup charges deducted from their deposit. Refuse bins may be required for special functions.

MISCELLANEOUS:

No advertising shall be exhibited, no petitions shall be circulated, not solicitations or sales shall be made in the building or on the ground without written permission from the Parks and Recreation Director.

APPLICATION FOR USE OF SPORTS FACILITIES:

All persons, groups or organizations using sports facilities must adhere to the above listed guidelines for use of public facilities. Applications to reserve a sports facility must be submitted at least two weeks in advance and not more than 60 days prior to the time of usage. City staff supervision will not be required unless otherwise specified. Overnight Camping in City Parks is prohibited with one exception. Camping is allowed in Cattle Call Park on a case by case basis with written approval from the Director of Parks and Recreation.

CURFEW:

A 10:00 p.m. curfew is in effect for all lighted City parks. All other parks close at sunset. No sports league play shall begin a new inning/quarter/half after 10:00 p.m. A 10:00 p.m. curfew is in effect for all public buildings available for rent. Only, by written permission of the Director will this curfew be extended for special events. Light charges are \$20 per hour, per field.

BOUNCERS AND WATERSLIDES:

Bouncers and waterslides are prohibited in public parks and facilities unless they are a part of a special event for Groups I & II. This is on a case by case basis with written approval from the Director of Parks and Recreation.

ROAD CLOSURES:

Requests for road closures is only for Groups I & II. A map of the road closure must accompany the application request.

CATTLE CALL ARENA:

The Cattle Call arena and horseshow ring are for equestrian events only. No other use will be permitted.



City of Brawley Facilities & Parks Insurance requirements:

1. **Provide a certificate of insurance with the Certificate holder as...City of Brawley**

383 Main Street

Brawley, CA

92227.

The amounts are \$ 1 million per occurrence and \$ 2 million aggregate.

2. **The City needs to be named as an additional insured. Please use the following verbiage: The City of Brawley its employees, elected officials and officers are named as additional insured. The endorsement is a separate document from the certificate of insurance.**

Please call Shirley Bonillas for any questions at 760-351-3057.

EXAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER	CONTACT NAME: Mass Merchandising Underwriting	
	PHONE (A/C, No, Ext): 1-800-328-2317	FAX (A/C, No): 1-260-459-5502
INSURED	E-MAIL ADDRESS: info@eventinsurance-kk.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nationwide Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		
		NAIC # 23787

COVERAGES CERTIFICATE NUMBER: W00832707 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL / SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	6BRPG0000005857000	05/06/2016 12:01 AM EDT	05/07/2016 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII					EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PRIMARY MEDICAL EXCESS MEDICAL
	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Brawley, its officers, officials, elected and employees 383 main street brawley, CA 92227 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.
 ** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

EXAMPLE

POLICY NUMBER: 6BRPG0000005857000

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

The City of Brawley, its officials, elected and employees
383 Main Street
Brawley, CA 92227

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.