

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	\$81.00
Over 4 hours	\$160.00

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 \$320 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
(Fax this document to your insurance company)**

The City of Redding requires the following three items to fulfill the insurance requirement:

- 1) **Certificate of Insurance;**
- 2) **Additional Insured Endorsement** (this is separate from the Certificate); and
- 3) **Evidence of primary language** either by endorsement or the actual page(s) of the policy typically found in the "Other Insurance" section of the policy.

Minimum Limits of Insurance

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate.
2. Full Liquor Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If liquor, beer or wine is available for consumption, **and money is transacted in any form** (i.e., for donation, for a ticket, for a meal, for entry to the event, for the beverage), then full liquor liability coverage shall be supplied.

Other Insurance Provisions

1. Certificate holder shall be: **City of Redding, its officers, officials, employees and volunteers, 777 Cypress Avenue, Redding, CA 96001.**
2. The City of Redding, its officers, officials, employees and volunteers are included as Additional Insured. The City will not accept a blanket Additional Insured Endorsement. The Endorsement must name the City, its officers, officials, employees and volunteers on the Endorsement. You may include a reference to the rental of a specific building, area, or event.
3. Insurance coverage must be **primary** insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess or secondary of the insurance and shall not contribute with it. ***The City needs either a Primary Endorsement or a copy of the actual policy that shows the event sponsor's insurance is primary.***
4. Coverage shall not be canceled except after thirty (30) days' prior written notice has been given to the City.
5. We DO NOT ACCEPT endorsements or certificates with the wording, "but only in the event of a named insured's sole negligence."

Verification of Coverage

A certificate evidencing such insurance shall be supplied to the City no less than 10 days prior to the use of the facility.

It is recommended that you fax this document to your insurance company so they may prepare the certificate and endorsements to meet City requirements. To purchase Special Event Insurance, please refer to the listing on the following page.

Updated: September 14, 2010



CITY OF REDDING

OFFICE OF THE CITY ATTORNEY
LIABILITY RISK MANAGEMENT DIVISION
777 Cypress Avenue, Redding, CA 96001
P.O. Box 496071, Redding, CA 96049-6071
530.225.4387 FAX 530.225-4362

Richard A. Duvernay
City Attorney

Lynette M. Frediani
Assistant City Attorney

Barry E. DeWalt
Assistant City Attorney

Christian M. Carmona
Risk Manager – Liability

TO PURCHASE SPECIAL EVENT INSURANCE

- 1) Homeowners: The easiest, most convenient, and cheapest way to obtain insurance is through a homeowner's policy. Contact your insurance broker to obtain a policy.
- 2) H.U.B. www.eventinsure.com:
This is on-line only and will take someone who knows how to use a computer and the internet. Follow the instructions on the webpage. Other than homeowners, this will most likely be the cheapest policy.
- 3) S.F.I. Insurance:
Joe Gibson
1322 Butte Street Redding, CA 96001
(530) 244-7446
- 4) InterWest Insurance Services
310 Hemsted Drive
Redding, CA 96002
(530) 222-1737
- 5) Christina Day Insurance Services
979 Mission De Oro Dr. Ste. B
Redding, CA 96003
530-232-0868
Email: cdayagency@yahoo.com
Web: ChristinaDayInsurance.com

If there are any problems or questions, please contact Chris Carmona, Risk Manager-Liability at ccarmona@ci.redding.ca.us or (530) 225-4387.