



CITY OF EXETER
FACILITY USE APPLICATION

Application Date: _____ **Facility/Park Requested:** _____

Date(s) Needed: _____ **Equipment Needed:** _____

Set-up Time: _____ **Departure Time:** _____

Event Start Time: _____ **Event End Time:** _____

Name of Organization: _____

Type of Event: _____

Address: _____

FACILITY USE POLICY:

The following rules and regulations will be strictly adhered to and enforced. Any infraction thereof shall be grounds for the immediate termination of the activity.

1. All facility users must comply with Tulare County Health Department regulations and any applicable City of Exeter requirements.
2. Users may utilize picnic benches, tables, or arbors owned by the City. Additional equipment and supplies must be provided by the applicant.
3. Nails, tacks, pins, or staples are not permitted on facility structures. Only masking tape or other approved materials may be used for decorations. All decorations must be removed at the conclusion of the event.
4. Driving or parking on grass areas is strictly prohibited unless authorized by the City.
5. After the event, users must collect all trash and place it in provided receptacles. The facility must be left clean and in its original condition.
6. Alcohol consumption is permitted only with prior City approval and in compliance with Chapter 5.08 of the Exeter Municipal Code. A separate Alcoholic Beverage Permit is required.

Insurance and Waivers:

- General Liability Insurance:
 - Commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than \$2,000,000 per occurrence, general aggregate, and \$2,000,000 products and completed operations. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
 - The policy shall allow and be endorsed as primary and not seek contribution from the City's coverage.
 - The policy(s) shall provide and be endorsed to include, the City, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or equivalent) for completed operations.
 - Any failure to comply with reporting provisions of the policies by Applicant shall not affect coverage provided to the City.
 - Coverage shall state that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, and agents.
 - When alcohol is served or sold, liquor liability coverage is required.
- Workers' Compensation and Employers' Liability - Statutory
 - Applicant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Applicant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Applicant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of City.

- The insurer, if insurance is provided, or Applicant, if a program of self-insurance is provided, shall allow, and be endorsed to waive all rights of subrogation against City and its officers, officials, employees, agents, and volunteers.
 - The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Vendor does not have any employees.
- *Indemnity/Hold Harmless Agreement:*
 - The applicant agrees to indemnify, defend, and hold harmless the City of Exeter, its officers, employees, agents, and volunteers from any and all claims, damages, or liabilities arising out of facility use, except for those caused by the sole negligence or willful misconduct of the City.

I have read and agree to the above Facility Use Policy and requirements.

Applicant/Organization Name: _____

Signature: _____

Date: _____

Phone Number _____

Email: _____

This Section for City Staff Use Only:

Rental Fee: _____

Date Paid: _____

Cash or Check: _____

Received by: _____

**Certificate of
Insurance Received:** _____

Approved by: _____