



# 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.

## Terms and Conditions of Use of Park and Recreation Facilities

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 or you may call the Personnel Department to obtain Special event insurance at (530) 225-4387. For more information contact Chris Carmona, Liability Risk Manager at [ccarmona@ci.redding.ca.us](mailto:ccarmona@ci.redding.ca.us) .



# 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

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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](http://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](mailto:cdayagency@yahoo.com)  
Web: [ChristinaDayInsurance.com](http://ChristinaDayInsurance.com)

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

## SOUND AMPLIFICATION POLICY

All **sound amplification of speech or music** of any kind is **prohibited** within the City of Redding Public Parks **except between the hours of 1:00 p.m. and 6:00 p.m.** per City of Redding Municipal Code 10.20.070.

During these hours the **maximum** volume level allowed is seventy-five decibels registered at a distance of fifty yards from the amplification source. This must be measured on a sound level meter which meets the requirements of the American National Standards Institute.

Sound amplification not exceeding seventy-five decibels may be permitted at other times with Community Services Commission approval provided the event is determined to be in the public interest.