



OPEN MINDS, OPEN DOORS

FACILITY/FIELDUSE AGREEMENT

It is the City of Cudahy's desire that all patrons who periodically use a City of Cudahy building, room, land, auditorium, gymnasium, arena, stadium, field, or other City of Cudahy property ("Facility") are able to enjoy the Facility. This Facility/Field Use Agreement ("Agreement") has been set in place to achieve this goal.

The Person signing this Agreement and the organization on whose behalf the Facility rental is being made (Collectively the "Renter") are responsible for compliance with this Agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION AND LOCATION

Cudahy Park Field
5220 Santa Ana Street

Clara Park Field
4835 Clara Street

Clara Park Sports Complex
4835 Clara Street

Lugo Park Field
7810 Otis Street

2. RENTER INFORMATION

Contact Name_____

Organization_____

Primary Phone_____

Alt. Phone_____

Address, City, State, Zip_____

3. EVENT INFORMATION

Date of Event _____

Will minors be present? Yes No

Admission fee charged? Yes No

Will There be music? Yes No

Date of Event_____

Type of Music_____

Estimate Attendance_____

Will food be served? Yes No

Time event begins (incl. set up) _____

Will food be sold? Yes No

Time event ends (incl. clean up)_____

Open to the public? Yes No

4. **CONDITIONS OF USE**

A. RESERVATIONS

1. Renters desirous of a Facility should make reservations well in advance of the intended date of use because demand of facilities is high and dates fill quickly.
2. A Facility is not considered rented until (1) Renter delivers to the City of Cudahy the Facility/Field Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and license, and any other items deemed necessary by the City of Cudahy; and (2) the City of Cudahy, in its sole discretion, approves such rental in writing.
3. A person who is at least twenty-one (21) years of age must sign this Agreement.
4. Renter shall provide a single contact who is to serve as the representative for Renter's activities.
5. Renter shall be responsible for securing all required permits and licenses.
6. The Facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. Renter shall not use the City of Cudahy's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Cudahy Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any City of Cudahy offices, employees, or agents to visit the event described in this agreement.
9. Under no circumstances shall renter sublease or allow any other organization or Individual to use the facility for the period for which renter has contracted. Renter is an independent contractor and not the agent or employee of the City of Cudahy.
10. Alcoholic beverages are **NOT** allowed under any circumstances per the City's municipal code 9.08.10

B. FEES

1. The City of Cudahy may require a rental fee and/or deposit from the Renter.
2. Any person or agency holding a reservation for the use of City of Cudahy facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the facility.
3. The City of Cudahy may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.

Initial Here: _____

4. Non-Profits can rent the location free of cost if the group meets certain requirements set forth by the City Council through resolution #14-52 (a copy of this resolution may be obtained by contacting the City Clerk) to request copy of the resolution please contact the City Clerk)

5. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and /or repair fees incurred by the City of Cudahy. Your deposit will be used and applied to the cost of the repairs. Any remaining outstanding balance will be billed to the Renter.

C. INDEMNIFICATION AND INSURANCE

I INDEMNITY: To the fullest extent permitted by law, City shall defend and indemnify Renter and its officials, employees, agents, and volunteers for any claims, damages, losses, and expenses, including but not limited to attorney fees, caused solely by the City's failure to maintain, repair or keep in good repair the facilities.

To the fullest extent permitted by law, Renter shall defend and indemnify the City and its officials, agents, volunteers, and employees ("Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Renter's use of the facilities, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. However, Renter shall not be obligated to indemnify an Indemnified Party for liability that is established to be due to the willful misconduct or sole negligence of the Indemnified Party.

II MINIMUM INSURANCE OR COVERAGE REQUIREMENTS: Renter shall obtain and maintain the policies of insurance or equivalent program of self-insurance and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Contract. Should Renter maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the City and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

General Liability coverage, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury, and property damage.

The General Liability Coverage shall include the following endorsements:

The City, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement, CG 20 11 or CG 20 26, naming these parties or a blanket additional insured endorsement applicable "when required by written contract or contract";

A Waiver of Subrogation endorsement in favor of the City, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";

A Primary, Non-contributory endorsement in favor of the City, its Board, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or contract".

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Automobile Liability coverage with limits not less than \$1,000,000 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.

The Automobile Liability coverage shall include the following coverage or by endorsements:
A Waiver of Subrogation endorsement in favor of the City, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or contract”;

A Primary, Non-contributory endorsement in favor of the City, its Board, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or contract”.

Workers’ Compensation including statutory coverage as required by the State of California and including Employer’s Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident. The Workers’ Compensation coverage shall include the following endorsements:
A Waiver of Subrogation endorsement in favor of the City, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or contract”;

Umbrella or Excess Liability coverage with limits not less than \$2,000,000 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability.
The Umbrella or Excess Liability coverage shall include the following endorsements:
All endorsements required under Paragraphs II. 1., II. 2., II. 3. above;

Should the use of City facilities by Renter involve any interaction with children, Renter shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence either by separate policy or by an endorsement to or coverage language in Renter’s Commercial General Liability coverage.

Should any of the insurance policies contain either a deductible or self-insured retention, the Renter shall be responsible to pay that deductible or self-insured retention and the City shall not be responsible to pay these costs. Notwithstanding the above, and this shall in no way alleviate Renter’s responsibility to pay such deductible or retention, nor limit, alter or amend the requirements that Renter shall to the fullest allowable by law, indemnify, defend, and hold harmless the City, Renter shall ensure that all policies shall recognize the erosion of the retention or deductible from other sources.

The City reserves all rights, including the right to require a lower retention than presented by the City. If such lower retention cannot be obtained in the market, than the City reserves the rights to inspect any and all financial statements of the Renter and require further financial guarantees or assurances if any information calls into question the Renter’s ability to pay.

All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII. Alternatively, individual or group self-insurance may be accepted in the sole discretion of the City.

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City shall have the right to modify any and all indemnity and insurance requirements based on evaluation of the risk.

Certificates of Insurance Coverage shall be filed by Renter with the City evidencing all of the insurance coverages required in this section at the time this Contract is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by Renter. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptance of any certificate of insurance or endorsement shall in no way limit any indemnity, hold harmless or defense obligation, nor specifically shall it limit any liability, or obligation.

E. SET UP / CLEAN UP /DECORATIONS

1. Renters, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the facility.
2. Renter shall not prepare or decorate the facility prior to the event start time, unless renter provides rental fees, deposits, and insurance for the time of the preparation and /or decorations.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow to be made any alterations of any kind therein. Deposit will be held if any things mentioned above appeared to have happen during the time of usage
4. Renter shall be responsible for all clean-up of the facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the facility, leaving the facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the facility or adjoining property without the prior written approval of the City of Cudahy Manager or his/her designee.
6. Renter shall be responsible for any and all damage to the facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, renters shall be charged for any and all janitorial and/or repair fees incurred by the City of Cudahy as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take City of Cudahy property outside of the facility for any reason without the prior written approval of the City of Cudahy Manager or his/her designee.

Initial Here: _____

2. Renter shall not use City of Cudahy equipment, tools, or furnishings located in or about the facility without prior written approval of the City of Cudahy manager or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. The City of Cudahy does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renters, at its own cost, may bring these systems into the facility for their use.
5. Renter shall secure the approval of the City of Cudahy before using audio/visual systems, public address systems, and live or recorded amplified music. Renters shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Cudahy managers or his/her designee.

G. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
3. Gambling of any kind is not permitted at the facility.
4. Smoking is not permitted at the facility.
5. No animals are permitted at the facility, with the exceptions of guide dogs.
6. If Renter violates any part of this Agreement or reports false information to the City of Cudahy, the City of Cudahy may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all for the rental fee and/or deposit.
7. The City of Cudahy may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
8. Any person aggrieved by the City of Cudahy's decision with respect to this agreement may appeal to the City of Cudahy Manager or his/her designee in writing no later than five (5) days after the City of Cudahy decision has been communicated to the aggrieved party.
9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT

I am an authorize agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Initial Here: _____

Signature

Address

Print Name

Telephone: Cell

Organization

Telephone: Work

[AGENCY] USE ONLY

Rental fee _____

Total Paid _____

Deposit _____ Receipt# _____

Deposit returned _____

Rental Procedure

Contact the Rental Coordinator at (323) 773-5143 or rvasquez@cityofcudahyca.gov to see if the date you prefer is available. If the date is available please obtain all proper paperwork at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201

- Read the general Rental Information.
- Read the Condition of Use and Care of the Facility Agreement
- Obtain the Certificate of Insurance
- Pick-Up application forms:

Initial Here: _____

Application forms have to be filled out in person.

- Completed Application
- Hold Harmless Agreement
- Certificate of Insurance
- Deposit check/Money order/Cash

One Day prior to event:

- Renter will provided the Facility Coordinator with a set up time. Set up is 2 hours, and will run consecutively; set up can start as early as 5:00pm to as late as 9:00pm.

On the day of the event:

- Staff will be at the facility 15 minutes prior to schedule start of event. A Representative from the Renter must be present at the start of event.

Initial Here: _____

After the event, the renter will:

- Cleanup and remove all decorations and equipment.
- Remove the trash (please put in dumpster).