

CITY OF REDDING
 COMMUNITY SERVICES DEPARTMENT
 RECREATION DIVISION
 PO BOX 496071, REDDING, CA 96049-6071
 PHONE: (530) 225-4095 FAX: (530) 225-4585

APPLICATION FOR USE OF CALDWELL RECREATION CENTER

Please print or type:

Facility Requested: CRC _____ Carter House area	Serving Alcohol:	Yes	No
Number of People Attending:	Selling Alcohol:	Yes	No
Type of Activity:	Serving Food:	Yes	No
Public Event Private Party	Selling Food:	Yes	No
Date(s) Requested:*	Fee Charged for Event?:	Yes	No
Times: From: To:	Amount of Fee:		
Electricity: Yes: No:	How will profit be spent:		

* Additional Dates: _____

Applicant name:	Day time phone number:
Address:	Evening phone number:
City: Zip:	Fax number:
Second contact name:	Day time phone number:
Organization Name:	Insured's Name:

Additional Notes: _____

I certify, under penalty of perjury, that all of the statements made in the above application are true and correct to the best of my knowledge. I further certify that I have read and agree to comply with the attached Facility Usage Rules and Regulations and the attached Terms and Conditions of Use of City of Redding Park and Recreation facilities. **In case of emergency during your event, call 225-4095** and the Answering Service will contact on-call personnel.

 Applicant Signature

 Date

 Recreation Superintendent Approval

 Date

Office use only:

Insurance Certificate #			Deposit Received:			ABC Received:		Entered in Computer
Expiration Date:			Fee:					
Distribution:							Applicant	
Risk	Parks	Police	Teresa					

CALDWELL RECREATION CENTER FACILITY USAGE RULES & REGULATIONS

FEES & DEPOSITS

Fee/Deposit	Due Date	Amount
Rental Fee	\$215.00 Due when making reservation with a completed Rental Application.	\$430.00
	\$215.00 Balance due thirty days prior to the event or at time of making reservation if less than sixty days	
Security Deposit	Due 30 days prior to event.	\$320.00

RESERVATION PROCEDURES

1. Reservations are accepted on a first come, first served basis.
2. The maximum seating capacity is 147.
3. Parties over 150 people require additional restroom facilities. Please see Services/Regulations, item #2 for more details.
4. Center rental includes 30-six foot tables and 75 banquet chairs.
5. Rental permits for groups composed of persons under the age of 21 will be issued only to adults who accept supervisory responsibility throughout the period covered by the rental contract.
6. To secure a reservation, one half of the reservation fee is due (\$215.00) with a completed Rental Application. The remaining balance of the rental fee (\$215.00) and any additional fees are due thirty days prior to the event. In addition, a security deposit of \$320.00 is required three weeks prior to the event.
7. Redding Recreation reserves the right to book additional events before and after your confirmed rental time.
8. Arrangements must be made by the renting party to have all decorations and rental equipment picked up and removed from the Recreation Center the same day as the event. The City of Redding is not responsible for any damage or theft of any items left by the renting party or caterer. (Storage is not available before or after your event.)
9. You are welcome to tour the Recreation Center during hours of operation provided that an event is not in progress. If you wish to talk with a staff member regarding your event plans, please schedule an appointment with the Recreation Office at 225-4095.
10. Keys for the Caldwell Recreation Center need to be picked up at the Recreation Office on the Thursday before the event – due to closure of City of Redding offices on Furlough Fridays.

RENTAL DEPOSIT AND SECURITY DEPOSIT

1. A facility inspection will be conducted before and after the event by Redding Recreation staff to determine the condition of the facility, including rooms, restrooms and kitchen. If all clean up requirements have been met and no damage has occurred, the security deposit will be refunded by the City of Redding Finance Department. Deposits will be refunded within two weeks provided the facility is left undamaged and cleaned to the specifications indicated in the rental contract. Charges for damages or clean up will be withheld from the security deposit. If damages exceed the amount of the security deposit, the renting party will be billed for that amount.
2. Reservations cancelled ninety days or more prior to the rental date will receive a refund of \$100.00. REFUNDS WILL NOT BE GIVEN TO RESERVATIONS CANCELLED WITHIN NINETY DAYS OF THE RENTAL DATE.
3. SECURITY DEPOSIT REFUNDS WILL NOT BE GIVEN TO RESERVATIONS CANCELLED AFTER THE DEPOSIT IS RECEIVED.

SERVICES/REGULATIONS

1. Keys to the facility for a weekend day rental shall be picked up at the Recreation Office between the hours of 8 am and 5 pm on the Friday prior to the rental day. Keys shall be returned as specified by the Recreation office on the day following the event.
2. Events with more than 150 participants will require one portable toilet unit for every 75 people. (i.e, 150 - 210: one portable toilet). For more information contact the Recreation Office.
3. When applicable, proof of additional restroom facilities is required thirty days prior to the event.
4. Smoking is not permitted inside the Recreation Center.
5. Under no circumstances shall the applicant/renter, and/or organization sublease or allow any other organization or individual to use the facility during the date and time for which they have contracted.
6. Sitting or standing on tables is not permitted, and could result in serious injury if the table collapses.
7. Any event that charges an admission fee or at which goods or services are sold must obtain a business license from the City of Redding City Clerk's Office at least 30 days prior to the event.
8. Security may be required for certain types of events held at the Recreation Center. When required, security will be hired from a company licensed under the State of California Private Investigators Act, at the renter's expense.
9. If there are repeated calls for disturbances at the Recreation Center during the same event, the renter or responsible party may be charged a "Service Fee" by the Redding Police Department.
10. The City Manager, Chief of Police, or designated Recreation Staff shall have the right to enter the Recreation Center at any and all times during an event for the purpose of inspection and may terminate any event deemed to be detrimental to the health, safety or welfare of the public, Center or premises. If an event is cancelled, the renter shall be responsible for any and all costs.
11. Supervision of children is the responsibility of the renting party. (Children are not allowed to play in restrooms or landscaped areas.)
12. Fees will not be refunded for reserved time not used. Reserved time should be chosen carefully; after fees are paid, there will be no refunds for reserved or actual use.
13. In case of emergency, call 225-4095. The answering service will contact on-call personnel.

DECORATIONS

1. **No Fog Machines** – will set off fire alarms.
2. All decorations must be UL approved (flame-retardant).
3. The use of nails, tacks, scotch tape, duct tape, staples, pins, etc. are not permitted. Masking tape may be used and must be removed after use.
4. Decorations, and or any type of wire or cord may not be hung, tied, or draped on any light fixture inside or outside the facility.
5. All decorations must be taken down and removed from the facility immediately after the event.
6. Candles must be completely enclosed in a glass, or non-flammable holder.
7. Throwing birdseed, rice, confetti or other similar material is prohibited.
8. Cellophane tape, adhesives, nails, screws, staples, tacks or any other devices which may mar or leave a residue are prohibited.
9. All decorations and tape must be removed from the area after your event.
10. 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.

AMPLIFIED SOUND

1. No amplification of speech or music shall be permitted outside of the building except between the hours of 1:00 pm and 6:00 pm per City of Redding Municipal Code 10.20.70.
2. Under special circumstances a Permit for Sound Amplification can be obtained. Please contact Redding Recreation for more information.

ALCOHOLIC BEVERAGE POLICY

1. No alcoholic beverages can be sold unless proof of liquor liability insurance is provided, listing the City of Redding as an additional insured and a license from the State of California Department of Alcoholic Beverage Control (ABC). ABC will issue one day permits to non-profit groups who wish to sell beer, wine, or distilled spirits at fundraisers. Approval for the permit must be granted by the Redding Police Chief and the Recreation Superintendent prior to going to ABC. ABC will not issue permits to private citizens or groups. A caterer with a liquor license must serve alcoholic beverages at events held by private citizens or groups where there is monetary exchange.
2. Additional liquor liability insurance is required for all events selling alcohol. Contact the Risk Management Department for details, 225-4385.
3. No alcoholic beverages may be served or sold during youth events.
4. Consumption of alcoholic beverages is not permitted in any parking lot.
5. No alcoholic beverages can be brought in after initial supply is delivered (BYOB), excluding licensed caterers.

INSURANCE

1. Evidence of insurance is always required when renting City of Redding facilities/buildings. (See page 8 for insurance requirements).
2. Proof of insurance must be received by Risk Management Department, City of Redding, P.O. Box 496071, Redding, CA 96049 at least thirty days prior to your reservation date. Failure to provide this information will result in cancellation of the reservation.

CLEAN UP

1. The renting party is responsible for the following clean up duties:
 - a. All tables and chairs must be cleared of all items such as table linens, dishes, decorations, trash, etc.
 - b. All tables and chairs must be wiped clean.
 - c. All tables and chairs must be stacked in the designated storage area.
 - d. All trash must be bagged, secured and taken to the north patio. Redding Recreation will provide additional trash bags if needed.
 - e. **All decorations/rental furniture must be taken down and removed from the Center on the day of the event.**
 - f. The Recreation Center must be swept clean of debris and trash and mopped by the rental party.
2. Failure to clean the facility to the specifications listed above will result in withheld funds from the security deposit for materials and labor fees charged at \$50.00 per hour.
3. The rental reservation must include all time needed for set up and clean up.

POLICIES AND CONDITIONS

1. Parking availability is not guaranteed and may be limited.
2. Barbecuing requires advanced approval and is restricted to certain areas outside the facility.
3. In case of emergency, the City reserves the right to cancel a scheduled event without liability. Refunds will be made if cancellations are necessary.
4. The renting party is responsible for securing all required permits and shall present evidence of such permits to Redding Recreation at least thirty days prior to the event.
5. The renter shall not tamper with or alter the thermostats.
6. Motor vehicles are not permitted on the lawn, walkways or in the facility.
7. Reservations will not be permitted to extend past 12:00 midnight on the day of the rental. The event must conclude and all participants must vacate the premises by 12:00 midnight. The renter will be charged \$50.00 per hour for the use of the facilities after 12:00 midnight (for clean up, etc.)

Reservations will be cancelled if above requirements are not met thirty 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, suite, 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.

Terms and Conditions (continued)

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 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 .



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.

Updated: September 14, 2010