



## APPLICATION FOR USE OF CITY OF LODI PARKS AND RECREATION FACILITIES AND PARKS

Rental/Use of City of Lodi facilities is contingent upon need by the Lodi Parks & Recreation Department. Receipt of this form shall in no way constitute approval of an application. Application must be signed and dated by an officer of the sponsoring organization to be considered a valid request. The applicant declares that the information contained in the application is true and that no material facts have been suppressed or misstated. By signing this application user agrees to follow all current and applicable City of Lodi and San Joaquin County Public Health Department guidelines for the activity described herein.

It is understood that upon approval of the use of said City facility or park, the renter shall:

- Sign legally binding agreement;
- Provide insurance certificate(s) as required and/or purchase City’s insurance; (see Exhibit C)
- Meet San Joaquin County and City Administration requirements;
- Supply schedule and safety protocol for activity.

**HOLD HARMLESS:** *Applicant hereby agrees to hold the City of Lodi and its governing bodies, the individual members thereof and all agents and employees of various jurisdictions, free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of the property. The lessee agrees to furnish such liability in accordance to the City of Lodi Risk Transfer Requirements for the protection of the public and participants in the event for which application is made and the lessor, as the lessor, may require. I, the undersigned, hereby certify that I will be personally responsible on behalf of the applicant for any damage sustained by the Parks and Recreation Department or any of its equipment by applicant. All facilities are to be left in a neat and clean condition. I hereby certify that I will abide by the rules and regulations of the Parks and Recreation Department of the City of Lodi, and that I will conform to all applicable provisions of the Constitution and laws of the State of California.*

**INDEMNIFICATION AND RESPONSIBILITY FOR DAMAGE:** *LEESEE to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney’s fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of LEESEE, any subcontractor employed directly by LEESEE, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LEESEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.*

**AGREEMENT:** *The undersigned hereby make an application to the City of Lodi Parks & Recreation Department for the use of City of Lodi facilities/parks described above and certify that the information given in the application is correct. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe rules and regulations of the City of Lodi Parks & Recreation Department. The applicant agrees to exercise the utmost care in the use of the premises and property, be responsible for any damages to the City of Lodi property resulting from use and will hold the City of Lodi harmless from all liability resulting from the use of said facilities/parks. Applicant further agrees to use only those facilities/parks indicated above. The organization agrees that, to the best of its knowledge, the City property for use of which this application is made, will not be used for the commission of any unlawful act and will be used for the purpose specified.*

**Sponsoring Organization:**

\_\_\_\_\_  
Signature of Organization Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SECTION I – TO BE COMPLETED BY APPLICANT**

**Applicant Information**

Named Insured (Event Holder) is a:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Individual    | <input type="checkbox"/> Not-For-Profit 501(c)3 | <input type="checkbox"/> Informal Group or Committee |
| <input type="checkbox"/> Corporation   | <input type="checkbox"/> Religious Organization | <input type="checkbox"/> Other                       |
| <input type="checkbox"/> Public Agency | <input type="checkbox"/> Labor Union            | Describe: _____                                      |

Named Insured (as it is to appear on the policy):

\_\_\_\_\_ (Event holder name as shown on the permit or rental agreement)

- Are you a:
- |               |                              |                             |
|---------------|------------------------------|-----------------------------|
| Vendor?       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Instructor?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Event Holder? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Organization Website: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
 Fax #: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Event Information:**

Name & Type of Event: \_\_\_\_\_  
 Name of Facility: \_\_\_\_\_  
 Facility Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Age Range of Participants: \_\_\_\_\_

Describe the Event and list all activities. Attach a separate page if necessary. If the Event is more than one day, include the date(s) each activity occurs. List each date the Event will be held, expected attendance and event duration each day. Include event set up and take down days. *Attach a separate page if necessary.*

<u>Date</u>		<u>Activity</u>	<u>Event Hours</u>		<u># of Participants</u>
			Start	End	

## **Covid Protocol Information:**

Businesses and individuals operating or conducting activities, as well as all individuals participating in the activities identified above shall adhere to all applicable sanitizing protocols, including but not limited to the use of face coverings, hand sanitizing, no shared food or drink and social distancing protocols. Please see Order of the San Joaquin County Public Health Department at <http://www.sjcphs.org/>

The following guidelines have been highlighted to identify applicable requirements. Coaches and league managers monitor compliance of preventative restrictions. Participants are asked to leave if not complying with these restrictions.

Required preventative measures include, without limitation:

- **Physical distancing of six (6) feet between each player and between players and coaches is required at all times.** Youth sports activities are limited to activities that enable all players and coaches to maintain a physical distance of at least six feet between each other at all times, and an eight feet distance during times of heavy physical exertion. These activities include but are not limited to training, conditioning, and skills-building activities. Contact sports cannot practice in the same manner as they used to practice prior to COVID-19. Group gatherings are prohibited, and benches and tables are removed or cordoned off because they can't be used.
- All players, coaches, family members and visitors are required to wear an appropriate face covering that covers the nose and the mouth at all times, except while swimming, showering, eating/drinking, or engaging in solo physical exertion (such as jogging by one's self). This applies to all adults and to children 2 years of age and older. Masks with one-way valves may not be used. Only individuals who have been instructed not to wear a face covering by their medical provider due to a medical condition, mental health condition, or disability that prevents wearing a face covering are exempt from wearing one. Players should take a break from exercise if any difficulty breathing is noted and should change their mask or face covering if it becomes wet and sticks to the player's face and obstructs breathing. Masks that restrict airflow under heavy exertion (such as N-95 masks) are not advised for exercise.
- Youth sports programs should ensure that players remain in a stable cohort in order to limit the risk of transmission (see [CDC Guidance on Schools and Cohorting](#)).
- To the maximum extent practicable, players are encouraged to bring their own equipment (for example, bats, golf clubs, rackets) to practice and not share equipment. If equipment must be shared, it is disinfected between use by different people to reduce the risk of COVID-19 spread.
- Players, coaches, and employees are discouraged from making unnecessary physical contact with one another (for example, high-fives, handshakes, fist bumps) to limit the potential for disease to spread.
- Players and coaches should use hand sanitizer when handwashing is not practicable. Sanitizer must be rubbed into hands until completely dry. Note: frequent handwashing is more effective than the use of hand sanitizers, especially when hands are visibly dirty.
- Children under age 9 should use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222. Ethyl alcohol-based hand sanitizers are preferred and should be used when there is the potential of unsupervised use by children. Isopropyl hand sanitizers are more toxic and can be absorbed through the skin.
- Encourage players to bring their own pre-filled reusable or purchased water bottles. Water fountains are available to fill water bottles only. Players should not drink from the same beverage container or share beverages.
- When choosing cleaning products, use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)-approved list "N" and follow product instructions. These products contain ingredients which are safer for individuals with asthma.

- Use disinfectants labeled to be effective against emerging viral pathogens, following label directions for appropriate dilution rates and contact times. Provide employees training on the hazards of the chemicals, manufacturer's directions, and Cal/OSHA requirements for safe use.
- Custodial staff with the responsibility of cleaning and disinfecting the site must be equipped with proper protective equipment, including gloves, eye protection, respiratory protection, and other appropriate protective equipment as required by the product instructions. All products must be kept out of children's reach and stored in a space with restricted access.



## EXHIBIT C

**NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).**

**Insurance Requirements for Contractor:** The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, or by any subcontractor, or by anyone directly or indirectly employed by either of them. In the event Contractor's insurance cannot fully cover any hired subconsultants, the terms of insurance herein shall be requirements for the subconsultant. The amount of such insurance shall be as follows:

Type of Agreement	General Liability Occur/Aggregate (millions)	Auto Liability (millions)	Workers' Comp
Recreation Services	1/2	1	(Statutory)
Recreation Services (Aquatics)	5/10	1	(Statutory)
Recreation Services (Sports)	3/6	1	(Statutory)
Special Events (major)	3/6	2	(Statutory)
Special Events (minor)	1/2	1	(Statutory)

1. **COMPREHENSIVE AUTOMOBILE LIABILITY**

**\$1,000,000 Combined Single Limit**

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

When project specific insurance is required, all limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the

claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

**Insurance Requirements for Contractor** (continued)

(a) Additional Named Insured Endorsement

Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides commercial general liability coverage at least as broad as this form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds. An additional named insured endorsement is also required for Auto Liability.

(b) Primary and Non-Contributory Insurance Endorsement

Additional insurance coverage under the Contractor's commercial general liability and automobile liability policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(c) Waiver of Subrogation

Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.

(d) Limits of Coverage

The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

(e) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(f) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(g) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing

insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.

(h) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(i) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

**NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**