



APPLICATION FOR USE OF OUTDOOR FACILITY

Please submit application in person at the Parks & Recreation office or email to rentals@covinaca.gov

APPLICANT INFORMATION

NAME*	EMAIL
ADDRESS	CITY AND ZIP
CELL PHONE	ALTERNATE PHONE
ORGANIZATION/BUSINESS (If applicable)	ARE YOU A NON-PROFIT?

**This person assumes responsibility for facility use and will be the sole contact for the City.*

RESERVATION INFORMATION

Applications must be submitted at least 45 calendar days, but no more than 6 months prior to the date facility is requested.

OUTDOOR FACILITY REQUESTED:

- COVINA BANDSHELL - 301 N. Fourth Ave.
- HERITAGE PLAZA PLATFORM AND GRASS AREA- 400 N. Citrus Ave.
(NO lights available. Rentals not approved after dusk.)

PURPOSE OF USE/DESCRIPTION OF ACTIVITIES	ESTIMATED ATTENDANCE (100 People Maximum)

DAY(S)	DATE(S)	START TIME (Including setup)	END TIME (Including cleanup)
1 st Choice:			
2 nd Choice:			

- Will there be entertainment? Yes ___ No ___ If yes, what type? _____
- Will money be collected? Yes ___ No ___ If yes, for what purpose? _____
- Will food be served? Yes ___ No ___
- Will a commercial caterer be used? Yes ___ No ___ If yes, what company? _____

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, the City of Covina has granted permission to the undersigned to use the facilities and,

WHEREAS, in consideration of the use of said facilities the undersigned is willing to hold the City of Covina, its officers, and employees harmless and indemnify it against liability as described below.

NOW THEREFORE, the undersigned hereby agrees as follows:

1. That neither the City of Covina nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted by the undersigned in connection with the use of the above facilities.
2. That the undersigned shall fully indemnify, defend and hold the City of Covina, its officers, and employees harmless from any and all liability or anything done or omitted to be done by the undersigned in connection with the use of said facilities.
3. That the undersigned, if required, shall submit a certificate of liability insurance and an endorsement naming the City of Covina as additional insured with a minimum of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage.
4. That the undersigned has read the entire rental packet and is fully aware of all policies and responsibilities regarding the use of said facilities.

APPLICANT'S SIGNATURE: _____ DATE: _____

ACKNOWLEDGMENT AGREEMENT

Please initial to acknowledge understanding of the following before submitting application.

_____ I have reviewed all rental policies and fees and agree to be compliant.

_____ I understand that the application must be submitted at least 45 days prior to my rental date.

_____ I understand that submission of my application does not automatically grant approval.

_____ I understand that I will be notified within 5 business days if my application has been approved.

_____ I understand that rental policies may be added or changed as deemed necessary by the City of Covina in response to public health and safety.

FACILITY USE FEES AND POLICIES

FEE SCHEDULE - OUTDOOR FACILITIES

	COVINA-BASED NONPROFIT ORGANIZATION, COVINA BUSINESS OR COVINA RESIDENT	NON-COVINA BASED NONPROFIT, NON-COVINA BUSINESS OR NONRESIDENT
SECURITY DEPOSIT	\$200	\$200
<u>USE FEES (2-HOUR PERIOD)</u>		
COVINA PARK BANDSHELL	\$175	\$200
HERITAGE PLAZA PLATFORM/GRASS	\$125	\$150

RULES, REGULATIONS, AND POLICIES

Community buildings and related facilities shall be available for use as deemed appropriate by the Parks & Recreation Director or designee. Examples of appropriate uses are parties, family picnics, and special occasion celebrations, such as reunions, weddings, and receptions. Large events are considered on a case-by-case basis and would potentially require additional processing time, permitting and fees. The Parks & Recreation Director reserves the right to cancel any reservation if it is in the best interest of the City, its residents, or public health to do so.

A. CLASSIFICATIONS

1. COVINA-BASED NONPROFIT ORGANIZATION, COVINA BUSINESS OR COVINA RESIDENT

- Nonprofit groups based in Covina (i.e. facility must have a Covina address or regular established meeting place must be in Covina), such as sports leagues, PTA, Girl Scouts, Boy Scouts, boosters, service clubs, churches, etc. Proof of 501c3 status may be required.
- Individuals who reside in Covina, i.e. zip codes 91722, 91723, or 91724. This individual will be responsible for rental, all payments, and must be present at the event and stay for the duration of the rental. **Residents may not rent facilities for a nonresident's use. Proof of residency in the form of a current utility bill is required at time of application.**
- Businesses with a Covina address, i.e. zip codes 91722, 91723, or 91724. An authorized representative from the business will be responsible for the rental and must be present for the duration of the rental. Payments must be made with business check or credit card or cash.

2. NON-COVINA BASED NONPROFIT ORGANIZATION OR BUSINESS, OR NONRESIDENT

All individuals living outside the City of Covina or any nonprofit organization or business based outside of Covina.

B. RESERVATION POLICY

1. Applications may be submitted in person to the Parks & Recreation office, 1250 North Hollenbeck Avenue, Covina 91722 or emailed to **rentals@covinaca.gov**
2. All reservations will be taken on a first-come, first-served basis. Reservations shall be issued in the order of receipt of official application form, subject to availability.
3. Reservations will only be issued to persons who are at least 21 years of age. This person must be in attendance for the function.
4. Review of application may take up to five working days.
5. Facilities are reserved in 2-hour "Use" increments only with a minimum rental time of one "Use" period. **Reservation times must include setup and cleanup periods.**
6. No reservation will be taken over the phone or without a completed application.
7. Facilities are not available for rent on New Year's Eve and New Year's Day, Easter weekend, Mother's Day, Memorial Day and weekend, Father's Day, Independence Day, Labor Day and weekend, Thanksgiving Day and weekend, first Saturday in December, Christmas Eve and Christmas Day.

C. FEE PROCEDURE

1. Upon approval, applicant will be sent a quote. After quote is accepted a billing statement will be issued. Fees and/or required documentation must be submitted by date indicated on statement. Failure to pay fees or submit documentation by the due date will result in cancellation of reservation.
2. Fees may be paid by cash, money order, check, or credit card. **All payments must be made by the applicant only, i.e. applicant's name must appear on check or credit card.** Credit card payment can be made over the phone or online.
3. There will be a \$25 charge on all returned checks (NSF, stopped payment, or closed account).

D. SECURITY DEPOSIT

1. The refundable security deposit will be held until after the scheduled use.
2. If facility is left in a clean and undamaged condition and all city rules and regulations have been followed, then the deposit will be refunded in full.
3. If any of the following conditions are found or circumstances occur, then all or part of the deposit will be forfeited.
 - The facility is left dirty or damaged.
 - The group has not left the facility on time. (Any group staying later than originally reserved time will be charged at one and one-half times the regular rental fee and staff fee.)
 - Alcohol is present during the use.
 - City property/equipment has been defaced, lost, damaged, or destructed.
 - Any other condition/circumstance deemed unacceptable by the Parks & Recreation Director.
4. If Security Deposit is inadequate to cover damages, then applicant will be billed for the remaining cost of the damages.

E. Refunds

1. Refund will be processed in approximately 2-4 weeks following use.
2. Full refunds will be processed in the event the function is cancelled by the City prior to the use.

F. TRANSFER POLICY

Subject to facility availability, an applicant may request a transfer from one facility, date, or time to another facility or later date/time by following these procedures:

1. The applicant must notify the Parks & Recreation office at least 30 calendar days in advance of originally approved rental date.
2. A transfer fee of \$25 will apply for all approved transfers. Requested reschedule date must be at least 30 days from date transfer is requested.

G. CANCELLATION POLICY

1. Applicant must email their cancellation request to the Parks & Recreation Department office at, rentals@covinaca.gov. Applicant should also call the Parks & Recreation office to provide notification.
2. Cancellations must be made at least 30 days in advance of scheduled rental date to receive a full refund of any fees paid.
3. Cancellations made less than 30 days, but more than 48 hours in advance of scheduled rental date will be charged a fee equal to 50% of the total "Use Fee" of rental.
4. Use fees for cancellations less than 48 hours will not be refunded.
5. Security deposits will be refunded in full for all cancellations.

H. INCLEMENT WEATHER POLICY

A rental group may request a transfer, with 5 days advance notice and pay the \$25 transfer fee, if they deem inclement weather is a possibility on approved rental date. Fees will not be refunded due to inclement weather. Outdoor facility uses will be canceled by the City if there is lightning present, or facility is not in a safe condition to hold the event due to inclement weather. In this case, a full refund will be provided.

I. INSURANCE

All groups utilizing City of Covina facilities may be required to submit a certificate of liability insurance **AND** an additional insured endorsement with a minimum of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, naming the City of Covina, its officers, employees, agents and volunteers as additional insured. Examples of the required documents are attached to this application (Attachment A & B).

J. ALCOHOL, CONTROLLED SUBSTANCES, SMOKING, AND CONDUCT

1. Alcoholic beverages are not permitted in any City building or in City parks.
2. Controlled substances are not allowed in City facilities or on City property at any time.
3. Smoking or vaping of tobacco, or any substance, is not permitted in any City building or in City parks.

4. Profane language, indecent conduct, unusually loud amplified music, or any other activity that creates a disturbance will not be permitted.

K. DECORATIONS

1. Decorations must be approved prior to installation and must be removed immediately after the event.
2. No confetti, glitter, or smoke-making machines permitted. No open flames are allowed. Candles may be used for decoration only, but may not be lit.

L. CONTINUAL USE GROUPS

If a facility is available, and pending approval of the application, requested facility may be available on a continual use basis. Groups meeting regularly must notify the Parks & Recreation Department at least 30 days in advance when they will not be using the facility. Groups will be billed until notification is received.

M. GENERAL RULES AND REGULATIONS

1. Applicant is responsible for keeping all guests/participants in rented areas. Guests/participants are not allowed in non-rented areas.
2. Parties or uses for youth or teens require the presence of at least one adult per eight youth/teens throughout the entirety of the function.
3. Gambling, use of profane language, loud or boisterous talking, or improper conduct will not be permitted.
4. The City is not responsible for any lost or stolen articles.
5. No equipment or furnishings shall be removed from the premises. **No additional equipment may be brought onto City property without prior approval of City.**
6. The City of Covina reserves the right to full access to all activities at any time in order to ensure that all rules, regulations, and City and State laws are being observed.
7. The rental group must obey instructions of the City employee(s) on duty.
8. Any accident occurring in a City facility, which causes injury to any individual must be reported to the staff person on duty immediately.
9. Discrimination by rental groups is prohibited. The City of Covina shall not rent, lease, or allow use of its public facilities by any person or organization that illegally discriminates on the basis of race, color, creed, marital status, sex, religion, national origin, ancestry, sexual orientation, or handicap condition.
10. It is against City policy for any employee to receive any form of cash, gift, tip or gratuity. A letter to an employee's supervisor would, however, be appreciated if service has been noteworthy.

Attachment A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A.C. No. Ex):	FAX (A.C. No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC'S	USBR	INSR	WVCD	POLICY NUMBER	POLICY EFF DATE	POLICY EXPI DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex: commercial) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROPAG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY								COMBINED SINGLE LIMIT (Ex: accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AN PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Covina, its officers, employees, agents and volunteers are named as Additional Insureds.

CERTIFICATE HOLDER **CANCELLATION**

City of Covina 125 E. College Street Covina, CA 91722	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Covina
125 E College ST
Covina, CA 91723

Its officers, employees, agents and volunteers are named as Additional Insureds.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury, property damage" or "personal and advertising injury" caused, in whole or in part, by your acts, omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. In respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.