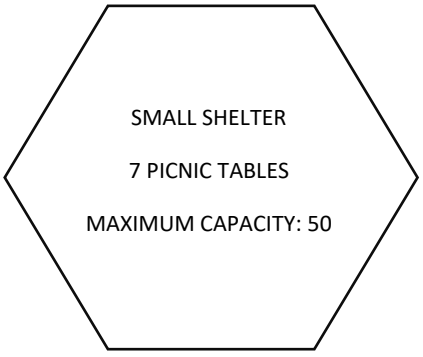
CITY OF TEMPLE CITY DEPARTMENT OF PARKS AND RECREATION

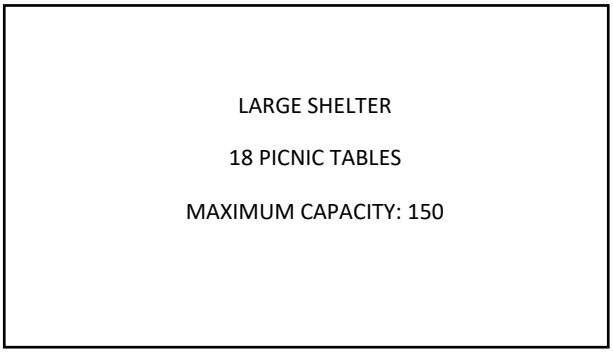
APPLICATION FOR USE OF PICNIC SHELTER

APPLICANT CONTACT INFORMATION (Please Print) MUST BE AT LEAST 18 YEARS OF AGE				
LAST NAME	FIRST NAME		DATE OF BIRTH	
HOME ADDRESS		CITY		ZIP
CELL PHONE	ALTERNATE PHONE	E-MAIL FOR FURTHER NOTIFICATION		

APPLICATION FOR USE OF FACILITY			
DATE OF EVENT	NUMBER ATTENDING	HOURS	
		FROM_____ TO _____	
TYPE OF ACTIVITY		INSURANCE REQUIRED FOR RESERVATIONS WITH ATTENDANCE OF 100 OR MORE PEOPLE	
		☐ YES ☐ NO	
EVENT NAME			
PLEASE SELECT PICNIC SHELTER			
☐ LARGE SHELTER		☐ SMALL SHELTER	
FEE SCHEDULE			
☐ LARGE SHELTER $147	☐ SMALL SHELTER $88	DEPOSIT $100	

DIAGRAMS





SIGNATURE OF APPLICANT

PRINT NAME_____ X_____ DATE_____

(Signature/Applicant must be at least 18 years of age)

DO NOT WRITE BELOW - OFFICE USE ONLY

FEES		DISPOSITION OF REQUEST	
SHELTER FEE	$	RECEIVED BY:	DATE:
SECURITY DEPOSIT	$	REQUEST APPROVED/DENIED BY:	
GRAND TOTAL	$	RECEIPT #	

PAYMENT TYPE (circle one): Cash Check# _____ Visa MasterCard Discover Amex

DEPOSIT REFUND DATE:	VOUCHER #	REFUND BY: CREDIT CARD CHECK

PERMIT #_____

INSURANCE

Application for use of the facility shall be accompanied by an assurance that if the application is approved, the applicant shall, at all time of the receipt of said application, deliver to the City evidence of general liability insurance, including an additional insured endorsement:

General liability insurance. Applicant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The City of Temple City, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

Primary/non-contributing. Coverage provided by Applicant shall be primary and any insurance or self-insurance procured or maintained by the City of Temple City shall not be required to contribute with it.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this application shall be endorsed to waive subrogation against the City of Temple City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Applicant maintains higher limits than the minimums shown above, the City of Temple City requires and shall be entitled to coverage for the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Temple City.

INDEMNIFICATION

Applicant shall indemnify, defend, and hold harmless Agency, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Applicant's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Temple City, its officers, employees, or agents.

AGREEMENT

I declare under penalty of perjury that the information contained herein is true and correct to the best of my knowledge and belief. As a condition for the issuance of the permit applied for, I agree to submit any additional information that may be required; conduct all phases of this business in accordance with regulations established for such business and to maintain all personnel, vehicles, and/or equipment that may be in connection therewith, in conformance with all applicable laws, ordinances and regulations.
The undersigned hereby agree(s) that we shall be personally and financially responsible on behalf of our organization, for all destruction of, damage to, or unnecessary about of City buildings, grounds, or equipment in any way arising out of the use of occupancy thereof by your organization. We agree to abide by and enforce all applicable laws, rules and regulations governing the use of City buildings, grounds and equipment.

The undersigned certifies that City grounds, facilities or equipment will not be used for any unlawful activity, that alcoholic beverages or narcotics will not be brought onto or consumed and/or used on city property, and that all provisions of the Municipal Code will be upheld. It is also understood that the City reserves the right of full access to all meetings and activities at any time during their occurrence to see that all rules, regulations and City/State laws are not violated.
I hereby certify that I have read and will abide by all rules and regulations of the City.

Applicant's Signature: _____ Date: _____

CANCELLATION POLICY FOR FACILITY RENTALS

Reservations may be cancelled by the applicant and all fees and deposit returned up to 30 calendar days prior to the event. One half of the rental fees will be retained if reservations are cancelled 29-7 calendar days prior to the event. All fees and deposit will be retained if reservations are cancelled less than 7 calendar days prior to the event.

Deposit refunds will coincide with City's bill cut-off schedule. Refunds to be returned in same manner as payments submitted. All cash payment shall be returned in the form of a city issued check.

CITY OF TEMPLE CITY

PICNIC SHELTER RESERVATION POLICIES AND PROCEDURES

The following policies and procedures apply to all non-city-sponsored reserved uses of the Picnic Shelters:

POLICIES

1. Reserved use of the Live Oak Park picnic shelters will be allowed from 9:00 a.m. to 9:00 p.m. daily (except Holidays). A fee, in the amount listed below and $100 security deposit will be required of all individuals and/or organizations requesting reserved use of the picnic shelter.

   $88 Small Shelter all day
   $147 Large Shelter all day
   *Fees subject to change based on Master Fee Schedule

2. Picnic shelters may be reserved, based upon expected attendance. All unreserved sections are considered open to public use on a first-come, first-served basis.

3. Alcohol use is not permitted on City property. Smoking is not permitted on City property. All inflatables, jumpers, water slides are not permitted.

4. All events must be scheduled with minimal impact to the general public.

5. The City of Temple City reserves the right of full access to all activities, at any time, to ensure that all rules, regulations and City ordinances are not violated.

6. The City of Temple City reserves the right to cancel any reservation. When cancellations are necessary, the Department will endeavor to give ten (10) days notice.

7. City ordinances regulating conduct in public parks must be complied with. Any violation of the policies, rules and ordinances relative to the picnic shelters and/or conduct in public parks may result in immediate revocation of permit and forfeiture of deposit. Any individual or group, who has had a permit for reserved use of the picnic shelters revoked, must obtain approval from the Parks and Recreation Commission for future reserved use.

8. Applicant assumes all liability for injuries to persons or property as a result of use and agrees to indemnify and hold the City of Temple City free and harmless from all liability imposed by law for injury to people or damage to property.

9. Parking is available on a first come, first serve basis in marked areas in adjacent parking lots and on street parking as posted. Please be aware that back-in parking is not allowed in the City parking lots. No cars, motorbikes or other vehicles shall be permitted on the park at any time. NO EXCEPTIONS.

10. Use of electricity is provided by the City free of charge. Loud speakers and/or amplified sound equipment must be reasonably used and be compatible with the residential neighborhood. Requests from City staff to reduce volume must be honored. Failure to reduce the volume of noise or sound which City staff determines to be offensive will necessitate electrical power being turned off.

11. No decorations and no tape may be attached to trees or any other permanent fixture, including the shelter. Please use string or rope to attach all decorations.

12. Attendance for each event shall be limited to a maximum of 150 in the large shelter and 50 in the small shelter.

13. Individual picnic tables and grass areas located throughout the park are open to the public on a first come, first serve basis and may not be reserved or relocated. Only the existing tables and facilities in the picnic shelter are available for use. Additional tables must be supplied by the user at their expense.

14. A Certificate of Insurance listing the City of Temple City as an additional insured and an endorsement holder is required for all groups of 100 or more and must be turned in to the City at least two weeks prior to your event. If Certificate of Insurance is not provided at least two weeks in advance, the permit is subject to cancellation.

PROCEDURES

1. All groups requesting use of the Picnic Shelter(s) shall file a complete application with the Parks & Recreation Department and provide the required fees and security deposit at the time of making the reservation. Requests requiring approval by the Parks and Recreation Commission must be received at least 45 days in advance.
2. All reservations will be taken on a first come, first-serve basis. Reservations shall be issued in the order of receipt of application, fees, and security deposit, subject to availability. Reservations are not final until approved by the Parks & Recreation Coordinator or the Senior Recreation Leader within two regular business days. You may call the Live Oak Park Office at (626) 579-0461 to confirm your reservation.
3. Reservations will only be issued to persons who are at least 18 years of age. The applicant must be in attendance for the duration of the function.
4. Reservation times must include set up and clean up.
5. Reservations will be accepted up to one year in advance.
6. No telephone reservations will be accepted.
7. The City requires staff to be on duty during all reservations. Staff charges of $25 per hour may apply depending on date and time requested and the type of requested use. Restrooms are only available when a City employee is on duty.
8. The group must appear within sixty (60) minutes after the time specified on the application or reservation will be cancelled and all fees forfeited.
9. There shall be no admission charge, no tickets sold and no collections or donations solicited except by advance permission from the Parks & Recreation Director or a designated staff person.
10. Failure to leave all facilities and areas of the park intact and in a clean and orderly condition shall result in forfeiture of security deposit and denial of further use.
11. Applicants will be charged for extra law enforcement and maintenance response if needed as a result of the requested use.
12. Any permit, which has been denied by the Parks & Recreation Department, can be appealed in writing to Parks and Recreation Commission, which shall consider the appeal at their next regularly scheduled commission meeting. Requests for a fee waiver must be submitted in writing to the Parks & Recreation Commission which shall consider the request at their next regularly scheduled meeting.

SECURITY DEPOSIT

A refundable security deposit is required for reserved use of the Picnic Shelter. All, or part, of the deposit will be refunded based upon staff inspection of the shelter after use. Applicant is responsible for ensuring staff inspects the shelter prior to leaving the facility. If the shelter is left in a clean condition, with no damage to the shelter or the surrounding area, and all policies, rules and ordinances relative to the picnic shelter and/or conduct in public parks have been adhered to, the deposit will be refunded in full. If the shelter is left untidy or damaged, or if staff determines there was any violation of policies or rules, the entire deposit, or a portion thereof, will be forfeited to the City. The security deposit will be refunded to the applicant within three weeks after the reservation.

PARK RULES

The Temple City Municipal Code prohibits the following in any City Park: alcoholic beverages; unleashed dogs or other domesticated animals; loud, threatening, abusive, or indecent language; disorderly conduct; bikes, skateboards, scooters, and other wheeled toys; remote controlled vehicles; carnival type attractions (moon bounce, inflatable's, etc.); firecrackers, fireworks, rockets, or explosives of inflammable material; games involving thrown or propelled objects such as balls, arrows, model airplanes, etc., except in areas or fields provided for that purpose.

_____ _____

Applicant Signature Date