

Staff Use Only: Permit: _____ Day & Date of Use: _____
Time of Use (include set-up and take-down): From _____ AM/PM to _____ AM/PM
Deposit \$_____ Date: _____ FOP _____ Fee \$_____ Date: _____ FOP _____
Approved COI w/endorsement on file _____ or TULIP _____ TUP required and approved _____
{Concessions Y or N _____ Self or Use of City Area _____ Food Trucks Y or N _____ } Work Order # _____

CITY OF COTTONWOOD APPLICATION/AGREEMENT FOR USE OF OUTDOOR MUNICIPAL FACILITIES

To be completed by on-site user. Please check all boxes that apply to your event:

Outdoor Facility Requested (check all that apply): **Garrison Park** **Ramada** **VV Military Service Park**

OT Activity Park **Pavilion (28 x 16 ft)** **Basketball Complex**

12th Street Kid's Park Ramadas **Large** **Small** **Soccer Fields** **Large** **Small**

Riverfront Park (Check all that apply)

Ramada A **Ramada B** **Ramada C** **BBQ** **Volleyball Courts** **Horseshoe Pits**

Football/soccer grass field **Small horseshoe pit ramadas**

Adult Softball Fields 1 2 3 4 **Youth Ball Fields 1 2 3 4** **Field lights** **Disc Golf Course**

Extras: Check all that apply to your event. Insurance or additional fees may be required.

Bounce House (Renter and vendor must have COI/endorsement on file with city; vendor must also staff the bounce house.)

Alcohol **Public Event** **Concessions Stand – Youth or Adult (available only with full complex tournament)**

Piñata **Vendors** **100 plus participants (portable johns strongly suggested)**

Amplified Music (describe): _____ **Other:** _____

Reservation Day/Date: _____ Beginning & end times: _____

Event Name/Type: _____ Estimated # Participants: _____

Applicant Name: _____ DOB: _____ Telephone: _____

Email Address: _____

Address: _____

Organization Name: _____ Profit Non-Profit

Please provide 501(C) letter

FEES: Deposit to be paid with the submission of the application to reserve desired date. No application is approved or scheduled unless a fully paid deposit is on file. Fees are due a minimum of 10 days prior to each event/30 days prior for tournaments. Please make checks payable to: City of Cottonwood. The return of your cash/check deposit could take up to two weeks to process following the post-event inspection and will be mailed to the address listed above. If the deposit is paid with credit/debit card, the return will take up to 5 days following the post-event inspection.

CANCELLATION POLICY: All refund requests are subject to a 10-percent administration fee. No refunds will be given for permits canceled less than seven days prior to event. Permits canceled due to weather are nonrefundable but may be rescheduled once at no additional cost. *In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the event prior to scheduled use with little or no notice without liability.*

Signature below acknowledges that the authorized representative has received, read, understands, and agrees to abide by all terms of municipal facilities rules and regulations, including, but not limited to, the Hold Harmless Agreement specified therein. The authorized representative also understands that the refundable deposit may be forfeited if any of the rules and regulations are not followed or if the rented facility is not left in good order.

Applicant Signature: _____ Date: _____

Park Usage

Ramada Rental Rules and Regulations Agreement

The following items are **prohibited** from park grounds:

- ❖ Glass bottles, glasses, plates, etc., of any kind
- ❖ Water balloons or water play equipment
- ❖ Stakes used to secure tents, canopies or play equipment. Please use water barrels or sandbags to secure these items. You will be charged with vandalism along with any repair costs if stakes are used and damage the turf or irrigation system.
- ❖ Smoking except in designated areas.

The following items **may** be allowed on park grounds **with approval/insurance/TUP or SEP:**

- ❖ Piñatas - with paid rental and additional \$100 deposit. (*Deposit will be forfeited if area is not cleaned up to staff's stringent standards.*)
- ❖ Bounce Houses - with paid rental and additional \$200 deposit. A certificate of insurance with endorsement will be required unless provided by an authorized vendor who has a current COI/endorsement on file with the city.
- ❖ Liquor of any kind (*beer is allowed only at Riverfront Park, not Kids Park or Garrison Park.*) Any requests to sell liquor must go through the special event permit (SEP), temporary use permit (TUP), and/or special liquor license processes.
- ❖ Any event that will have over 100 people or include amplified music may require an approved TUP. We suggest you consider ordering portable johns from an approved vendor (must have COI on file) if your event is this large.

Special event or temporary use permits can be obtained through the Community Development online portal at <https://ci-cottonwood-az.smartgovcommunity.com/Public/Home>, or call 928-634-5505 for more information.

Please be considerate when using park grounds and remember:

- ❖ Leave it better than you found it.
- ❖ Rotate empty trash containers from parking lot to ramada area, and vice versa, if needed.
- ❖ Portable music/sound devices are allowed but volume level should not disturb other park visitors or surrounding area.
- ❖ Please respect other people's rights to use the park; rental of the ramada area does not preclude other park visitors from using the playground equipment.
- ❖ You are responsible for the actions of the people in your party.
- ❖ Bring your own generator if you need electricity.

INSURANCE REQUIREMENT

Insurance is required from the applicant for any public event and from most vendors providing equipment or services to a private or public event such as but not limited to bounce houses, dunk tanks, petting zoos, caterers, etc. Liability insurance coverage in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage is required by the City of Cottonwood. Please attach a copy of your certificate of insurance naming the city as additionally insured and with an endorsement if required per your policy to this application. Requests without such proof cannot be approved.

As a condition of using the City facility that I am applying for hereunder, and prior to using that facility, I understand and agree that I must obtain and furnish to the City written evidence of the types and amounts of insurance coverage required by the City, including endorsements naming the City as an additional insured, and waiving subrogation against the City.

By my initials here, I have read and understand all of the above

ATTACHMENT "A"

SPECIAL EVENTS INSURANCE REQUIREMENTS

(Applicant/Property Owner) verifies that they will procure and maintain, for the duration of the event, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the event by the Sponsor, its directors, officers, agents, employees, volunteers, or contractors in the amounts specified herein. The minimum insurance requirements for all event sponsors will be:

Commercial General Liability – Occurrence Form (Form ACORD 25-S – revised 2010 or any replacement thereof). Each Occurrence: \$1,000,000; Damage to Rented Premises: \$300,000; Med Exp (any one person): \$5,000; Personal & Adv injury: \$1,000,000; General Aggregate: \$2,000,000; and Products- Comp/OP Agg: \$1,000,000.

General Aggregate Limits Vary Depending on Size, Location and Type of Event: Minimum Limits for this coverage will be \$1,000,000. In addition to these minimum requirements, the City of Cottonwood may require additional coverage to be provided by the event sponsor, based upon the type of event, up to the following limits:

- **Automobile Liability – Including Owned, Hired and Non-owned Vehicles.** Combined Single Limit Per Accident \$1,000,000 (Bodily Injury and Property Damage).
- **Employer Liability.** Each Accident \$100,000; Disease – Policy Limit \$500,000; Disease – Each Employee \$100,000.
- **Liquor Liability:** Limits vary depending on size, location and type of event. Minimum limits for this coverage will be \$2,000,000. The event sponsor will be expected to provide a certificate of insurance naming the City of Cottonwood as an additional insured for the date(s) that the event will occur.

COI Form Requirements: An event description including date and location shall be listed in the Description box unless you choose to cover any and all events you will be covering. In that case, please note that you will be covering any and all events held. The City of Cottonwood, 816 N. Main St., must be listed as an additional insured. An endorsement must also be provided.

Workers Compensation: Proof of workers compensation must be provided when any employees of the company/organization will be working or volunteering for the event.

INDEMNIFICATION OF CITY AGAINST LIABILITY

(Applicant / Property Owner) agrees to indemnify, defend, save and hold harmless the City of Cottonwood, and any jurisdiction or agency issuing permits for any work included in the event, and their respective departments, directors, officers, officials, agents, employees, volunteers and contractor (hereinafter referred to as Indemnitee) from and against any and all claims, demands, actions, liabilities, damages, losses or expenses, including court costs, attorney's fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as "Claims") for personal and bodily injury (including death) or property damage caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Sponsor or any of Sponsor's directors, officers, agents, volunteers, employees or contractors. This indemnity includes any claim or amount arising or recovered under Workers' Compensation Law or arising out of the failure of the Sponsor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Sponsor from and against any and all Claims to the fullest extent of the law. It is agreed that Sponsor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

WRITTEN AGREEMENT

As a condition of receiving the permit that I am applying for hereunder, and prior to obtaining that permit and exercising any of the rights and privileges conferred thereunder, I understand and agree that I must obtain and furnish to the City written evidence of the types and amounts of insurance coverage required by the City, including endorsements naming the City as an additional insured, and waiving subrogation against the City.

Signature of Authorized Special Event Sponsor

Date Signed

Print Name

Date(s) of Event

City Representative

Date Signed

SECTION II

CATEGORY I: “City Sponsored or Affiliated” shall include:

- a) Activities, meetings or programs conducted by city employees for city purposes.
- b) Cosponsored events conducted in cooperation with outside individuals, organizations, or public or private agencies.
- c) Activities and programs conducted through agreements between the city and outside individuals, organizations, or public or private agencies.
- d) Activities, meetings, or programs conducted by any elected or appointed city official for city purposes.

CATEGORY II: “Nonprofit*/Public Service” shall include:

- a) All registered nonprofit organizations, not specified in Category I, conducting noncommercial activities.
- b) All government agencies not specified in Category I.

CATEGORY III: “Private” shall include:

Any private group, club, agency, organization or individual using a city park or recreational facility where no profit will be realized. For example: company picnics or organizational meetings. An admission fee or donation may be charged to cover costs only.

CATEGORY IV: “Commercial/Profit-Making” shall include:

Any group, club, agency, organization, or individual, except as defined in Categories I, II, III, using a city park or recreational facility in an attempt to realize a profit from its use or activity, and where an admission charge is made or other proceeds are received.

	CATEGORY I	CATEGORY II	CATEGORY III	CATEGORY IV
BALLFIELDS Softball or Youth (per field)	No charge or by agreement.	No charge or by agreement. Field prep: \$30 per field.	\$75 Deposit. No hourly rate. Field prep: \$30 per field.	\$15/hr or \$120/day per field \$150 deposit (unless ASA, ISA or USSSA sponsored)
Lights (per field)	No charge or by agreement.	\$20/hr.	\$20/hr.	\$20/hr.
Adult Complex – Temporary Fencing placement @ 200'	\$30 per field	\$30 per field	\$30 per field	\$30 per field
Adult or Youth Concessions Stand	No charge or by agreement.	\$100 per day with full complex tournament; \$200 deposit	\$100 per day with full complex tournament	\$100 per day with full complex tournament
Soccer Field	No charge or by agreement.	No charge.	\$100 Deposit. \$7.50/hr.	\$100 Deposit. \$15/hr.
Youth Complex	No charge or by agreement.	No charge.	No charge.	\$100 Deposit. \$15/hr (lights not included)
Riverfront Park Picnic Ramadas A, B, C Horseshoe pit ramadas	No charge or by agreement.	Half price.	1 Ramada: \$10/hr + \$20 deposit 2 Ramadas: \$20/hr + \$30 deposit 3 Ramadas: \$30/hr + \$50 deposit	Not Allowed
All RFP Ramadas BBQ area, Horseshoe pits and Volleyball courts	No charge or by agreement.	Half price.	\$100 Deposit. \$50/hr.	Not Allowed
Riverfront Park Disc Golf Course	No charge or by agreement.	Half price.	\$50/hr + \$50 deposit	\$100/hr + \$100 deposit
Riverfront Skate Park or Roller/Hockey Rink	No charge or by agreement.	Half price.	\$10 per hour or \$80 per day \$150 deposit	\$10/hour or \$80/day \$150 deposit
Garrison Park Ramada Garrison Park Military Service Park	No charge or by agreement. No charge or by agreement.	Half price. Half Price	\$25/hr + \$40 deposit \$25/hr + \$100 deposit	Not Allowed Not allowed
Old Town Activity Park or Cottonwood Kid's Park	Please call for current charge.	Please call for current charge.	Please call for current charge.	Not Allowed
Old Town Basketball Courts	No charge or by agreement	Deposit \$50 \$15 per hour	Deposit \$50 \$15 per hour	Deposit \$50 \$15 per hour
Piñata or Bounce House** at any city park	\$100 add'l deposit required \$200 add'l deposit required	\$100 add'l deposit required \$200 add'l deposit required	\$100 add'l deposit required \$200 add'l deposit required	Not Allowed

*Nonprofit organizations must provide proof of status. All prices are subject to change without notice.

**Bounce houses also require a certificate of insurance (COI) with endorsement from renter *and* vendor and must be staffed by vendor.