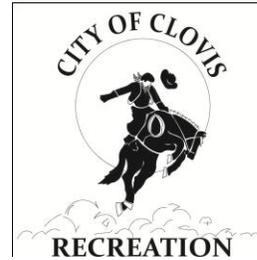




City Of Clovis

Clovis Recreation Center
3495 Clovis Ave., Clovis CA 93612
559-324-2780



Thank you for your interest in reserving our facility. Enclosed is a facility request form, which must be completed in order to reserve the use of the Clovis Recreation Center. Also enclosed are the facility Reservation form, Equipment/Set-up – Request Form, and the certificate of insurance requirements, if your reservation requires supplemental insurance. A City of Recreation registration form must be filled out by all of the participants.

The Clovis Recreation Center has 25,000 sq.ft of recreational court space. The Clovis Recreation Center has four multipurpose court areas. The four areas can be configured in a number of different ways; the following is a list of potential configurations: two full size basketball courts, two smaller basketball courts, 1 multipurpose arena or 4 volleyball courts. Your cost for reserving the Clovis Recreation Center is as follows:

The cost to reserve one court is \$40.00 per hour, two courts are \$70.00 per hour, three courts are \$110 per hour and four courts are \$140.00 per hour.

A deposit for your reservation is required at booking. Initial payment will be in the amount of one half the minimum reservation fees for the time and date requested. The balance is due the day before your reservation. For reservations requiring more than one day of facility use a payment of one half the total amounts is required at the booking of your reservation, with the balance being payable halfway through your reservation period. All fees are non-refundable. To renew an ongoing reservation the required fees must be received no less than 2 weeks prior to the end of our current reservation. Groups interested in reserving the facility at a time and date already utilized will be placed on a waiting list. If the reservation scheduled for your desired time and date is not renewed as described above a group on the waiting list will have 5 business days to make the required deposit for their reservation.

The City of Clovis Recreation reserves the right to cancel any reservation agreement any time before the reservation event. In the event of cancellation any fees received by The City of Clovis Recreation will be refunded.

The City of Clovis Recreation will assist you as reasonable as possible in securing equipment and setting-up the facility for your event, please fill out the enclosed form regarding any equipment or set-up your event requires. Absolutely no alcoholic beverages will be allowed.



City of Clovis

FACILITY USE REQUEST

Recreation Center



Facility Requested: _____

Date(S) Requested: _____

Hours Requested: From: _____ To: _____

Nature of Activity: _____

Name of Organization: _____

Mailing Address: _____

Street or PO Box City Zip Code

Telephone Number: _____ Email address: _____

Agent or Representative: _____

Name Title

Estimated Number of People Attending Function: _____

Will Admission Be Charged? _____

Recipient of Proceeds: _____

Will Food and/or Beverages be served? _____

DECLARATION OF ASSUMPTION OF RISK AND WAIVER OF LIABILITY

Organization agrees to indemnify and hold harmless the City of Clovis, its officers, employees, and agents against any and all claims, demands, causes of action, damages (including damages to the City's property), costs, and liabilities (including cost and liabilities of the City with respect to its employees),in law or in equity, of every kind of nature whatsoever, directly or proximately resulting from or caused by the use is authorized or not, or from any act or omission of Organization or any of its officers, agents, employees, guests, patrons, or invitees; and the Organization shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought o instituted against the City, its officers and employees on any such claim, demand or cause of action, and the Organization shall pay and satisfy any judgment or decree which may be rendered against the City, its officers, employees, and agents in any such suit, action, or other legal proceedings; and Organization shall pay for any and all damages to property of the City, for loss or theft of such property done or caused by Organization, its officers, agents, employees, guests, patrons and invitees.

I have read and understand the above and agree to the above in all particulars.

Signature

Date

Clovis Area Recreation
Facility Reservation
Equipment/Set-up – Request Form

Exhibit 1:
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances