



Paradise Recreation & Park District

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Paradise, CA 95969
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A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **Paradise Recreation and Park District**, 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 out of or in any way related to the **(USER/RENTER)**'s use or occupancy of a facility or property controlled by the Paradise Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of **Paradise Recreation and Park District**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, 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. If alcohol is sold during the permitted activity, coverage must include full liquor liability
 - a. Such insurance shall name **Paradise Recreation and Park District**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **Paradise Recreation and Park District**, which shall be endorsed to provide thirty (30) days' notice to the **Paradise Recreation and Park District** of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **Paradise Recreation and Park District** may deny access to the facility.
 - b. 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 **(Paradise Recreation and Park District)**'s self-insurance pool.
 - c. 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 **(USER/RENTER)** maintains higher limits than the minimums shown above, the Paradise Recreation and Park District requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **Paradise Recreation and Park District**.

2. WAIVER OF SUBROGATION

- a. 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. This is a required document for all reservations.

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- 1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- 2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- 3. The **(USER/RENTER)** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- 4. Paradise Recreation and Park District reserves the right to immediately revoke **(USER/RENTER)**'s right to use of the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this section.

D. FORCE MAJEURE

- 1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **Paradise Recreation and Park District** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **(USER/RENTER)** waives any right of recovery against **Paradise Recreation and Park District** and the **(USER/RENTER)** shall not charge results of "acts of God" to **Paradise Recreation and Park District**, its officers, employees, or agents.

Insurance Standards for Rentals

A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: “This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy.”
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User’s General Liability and Workers’ Compensation policies are to be endorsed to waive all rights of subrogation against **Paradise Recreation and Park District**. See attached language: “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.”
- Renters who have employees are required to carry workers’ compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
 - **The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.**
 - Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
 - \$2,000,000 General Aggregate
 - \$1,000,000 Per Occurrence
 - \$1,000,000 Automotive
 - \$1,000,000 Personal & Advertising Injury
 - \$1,000,000 Products Completed-Operations
 - \$1,000,000 Sexual Abuse and Molestation
- Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.
- **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage 2M per occurrence and 4M in general aggregate.**
- Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual

abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

- The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

**Paradise Recreation & Park District, Its Directors, Officers, Agents,
Volunteers, and Employees
6626 Skyway, Paradise, CA 95969**

- Cancellation Clause must read as follows: “Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days’ written notice to the certificate holder named to the left.”
- No blanket endorsements will be accepted.