

Rental Fee: \$700/day
Security Deposit: \$500
Cleaning Deposit: \$200

SKATE PARK USE PERMIT

(large group – over 20 skaters – reservation)

City of Morro Bay Recreation and Parks Department
1001 Kennedy Way, Morro Bay, CA 93442 (805) 772-6278 FAX (805) 772-2693

APPLICATION FOR USE OF THE MORRO BAY SKATE PARK

PERMIT #: _____

Applicant Person/Group: _____

Name of person in charge of event: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: (Work) _____ (Home) _____ email _____

Is Applicant Group Resident Non-resident Non-profit Profit

If Non-profit, IRS Number: _____

DATE AND TIME REQUESTED (Please fill out a separate application for each date)

Month _____ Day _____ Year _____ Time _____ to _____

(INCLUDE SET UP AND CLEAN UP)

REQUESTED USE OF (please check box):

Morro Bay Skate Park

Coleman Park Parking Lot (for use other than parking)

SITE INFORMATION:

Electricity required

Yes

No

City streets and/or parking areas must be closed for this event*

Yes

No

Temporary structures are to be built for this event

Yes

No

*If closures of City streets and/or parking areas are requested the permit must be submitted at least 15 working days in advance. Closures of City streets and/or parking areas will require additional conditions of approval and/or fees.

EVENT INFORMATION:

Purpose: _____

Estimated Attendance: # Adults _____ # Youth _____ # Total _____

Will a fee be charged: Yes No If Yes, please explain: _____

Do you plan to have amplified music/sound (i.e. band, D.J., P.A. system, etc.)? Yes No

If yes, please explain: _____

AGREEMENT FOR USE OF CITY PROPERTY:

"The undersigned, herein known as the applicant, understands and agrees that he/she and/or the organization that he/she represents shall assume all risks for loss, damage, liability, injury, cost or expense that may occur during or as a result of use listed above; the applicant further agrees that in consideration of permission to use City property above, he/she and/or the organization will defend, indemnify, and hold harmless the City of Morro Bay and the City's officials, employees and agents from and against all claims, liability, damages, and/or injuries to persons and property (including demands, losses, actions, causes of action, damages, liabilities, expenses, charges, assessments, fines or penalties of any kind, and costs including attorney fees and litigations expenses) from any cause arising out of or relating (directly or indirectly) to this Permit for use of City property. The applicant further agrees to be personally responsible for any damage sustained to the grounds, building, fixtures or equipment, as a result of their use of City property. The applicant further certifies that he has read (or had interpreted), understands and agrees to abide by any and all attached reservation policies of the City of Morro Bay Recreation and Parks Department."

GENERAL LIABILITY INSURANCE WILL BE REQUIRED FOR ALL EVENTS

Applicant Signature: _____ Date: _____

POLICIES FOR USE OF THE MORRO BAY SKATE PARK

All City parks and facilities are intended for the recreational use of the residents of the City of Morro Bay in conjunction with the activities of the Recreation and Parks Department. When not in use for recreation programs or other City business, etc., property may be used by public groups and individuals for social, cultural or recreational activities regardless of race, age, sex, color or creed, in accordance with the following rules:

- Use of City property shall not be granted, when for any reason as determined by the Recreation and Parks Department, such use may not be in the best interest of the Department, or the City of Morro Bay.
- The City of Morro Bay is **NOT** responsible for accidents, injury or loss of individual property in any of its facilities or parks.
- The individual or organization granted use of the property shall be held responsible for reimbursing the City for any loss, cost incurred or damage to City property caused by use.
- Permission for use of property will be granted upon the condition that all rules governing use of the skate park (below) will be followed. **PERMISSION MAY BE REVOKED AT ANY TIME FOR FAILURE TO DO SO.** These rules are subject to change by the Recreation and Parks Commission of the City of Morro Bay.

RULES FOR SKATE PARK RENTAL

- Individuals or groups desiring use of the skate park must complete a Skate Park Use Permit with the Recreation and Parks Department no more than four (4) months prior to the date requested and at least fifteen (15) working days prior to the date of use. **(ADDITIONAL TIME IS REQUIRED FOR LARGE EVENTS)** A letter requesting a waiver of the four (4) month policy must accompany any request being made more than four (4) months in advance.
- A security deposit of \$500 and a cleaning deposit of \$200 (two separate checks) must be turned in with this application. The deposit is refundable if the property is left clean and undamaged. Any trash, debris, stickers, etc. found at the skate park following the reservation will result in the cleaning deposit being withheld.
- No use shall be granted in such a matter as to constitute a monopoly for the benefit of any person or organization.
- If the application for use is found in good order, after review by the Director or appointed representative, the use permit shall be granted. The application shall serve as a permit upon signature of the Director, payment of all fees, compliance with any conditions of approval and submittal of all required documents. **PERMITS WILL BE ISSUED TO ADULTS ONLY.**
- The sale or consumption of alcoholic beverages is prohibited. Tobacco use and sales is also prohibited. Any evidence or suspicion that alcohol,

- tobacco, or drugs were used in conjunction with or during the reservation, the security deposit **WILL BE WITHHELD**.
- F. Groups conducting sales will be assessed a percentage of the gross or a flat fee.
 - G. No advertising shall be exhibited and no solicitations or sale made on open space or on the grounds of a park without prior written permission from the Recreation and Parks Director and in some instances a Business License may be required.
 - H. Users will be required to present evidence of liability insurance that meets City standards (see below) with a Policy Endorsement naming the City as additional insured in the amount of \$1 million.
 - I. Any group finding it necessary to cancel its reservation should do so at least five (5) calendar days prior to the date reserved. Failure to do so will result in assessment of a 20% administration fee to group or individual.
 - J. Reservations may be cancelled by the Recreation and Parks Director upon two (2) days notice to the group or permit holder. **INCLEMENT WEATHER CANCELLATIONS MAY BE MADE AT ANY TIME.**
 - K. Keys, when approved for checkout, must be obtained in advance from the Recreation and Parks Office, and must be returned by the next business day after use.
 - L. Cleanup must be accomplished within the time established in the agreement. Cleanup services and use fees are **NOT** provided as part of the permit fee. Any cleanup by City Staff will be charged to the organization or group. All trash generated by the event should be put into the trashcans and/or dumpsters.
 - M. **NO CAMPING OR OVERNIGHT PARKING IS ALLOWED IN CITY PARKS.**

BASIC SKATE PARK GUIDELINES

Any violations of these guidelines will result in loss of security and cleaning deposit and furthermore future use will be denied.

- A. All skaters **MUST** wear helmets along with knee and elbow pads. The helmet must be strapped and buckled under the chin.
- B. All skaters **MUST** wear shoes and shirts.
- C. Only skateboards and rollerblades may be used at the skate park. Sorry, **NO BIKES** allowed.
- D. Tobacco (cigarettes, chew or pipes) is not allowed at the skate park.
- E. Alcohol is not allowed at the skate park.
- F. Illegal drug use or prescription drug abuse is not permitted at the skate park.
- G. Cussing, inappropriate or mean language, and vulgar gestures and actions are prohibited at the skate park.
- H. Graffiti, sticker tagging, and vandalism are prohibited.

INSURANCE REQUIREMENTS FOR LESSEES (NO AUTO RISKS)

*All space rental including short-term space rental for special occasions to groups who have no employees, such as club functions, weddings, dances, picnics or social dinners, craft exhibitions, or classes, animal shows and recreational and sports activities, **must fulfill the Insurance Requirements for Lessees.** The liability insurance must be provided by the organization/individual that has completed the permit and has control and authority over the event.*

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).**
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (for lessees with employees).
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsement shall be Form CG 20 11 01 96 or equivalent. All certificates and endorsements are to be received and approved by the City **before** use of City premises. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Sub-lessee

Lessee shall include all sub-lessees as insureds under its policies or shall furnish separate certificates and endorsements for each sub-lessee. All coverages for sub-lessees shall be subject to all of the requirements stated herein.