



## CITY OF SIDNEY PARKS DEPARTMENT FACILITY USE AGREEMENT

I, \_\_\_\_\_, of \_\_\_\_\_, Ohio, have requested to use certain of the facilities under the supervision of the City of Sidney Parks Department. In connection with that request, I do hereby represent and agree, as follows:

### I. IDENTIFYING INFORMATION

*Name of User:* \_\_\_\_\_

*If Organization, Responsible Party:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*Not for profit?* Y \_\_\_\_\_ N \_\_\_\_\_ *501(c)?* Y \_\_\_\_\_ N \_\_\_\_\_

*E-mail Address:* \_\_\_\_\_

*Telephone Number(s):* \_\_\_\_\_

*Home:* \_\_\_\_\_ *Cell:* \_\_\_\_\_ *Work:* \_\_\_\_\_

*Facility Requested:* \_\_\_\_\_

*Date(s)/Time(s) of Intended Use:* \_\_\_\_\_

*Detailed Description of Intended Use:* \_\_\_\_\_

*Use of additional structures on city property (tents, tables, stage etc.):* \_\_\_\_\_

*Estimated attendees:* \_\_\_\_\_

*Amplified sound use requested:* Y \_\_\_\_\_ N \_\_\_\_\_ If yes, person in charge of the sound equipment: \_\_\_\_\_ Phone number during the event: \_\_\_\_\_

### II. ASSUMPTION OF RISK

I fully assume any and all risk of injury, damage or death, of any kind, nature, degree or amount, which may result in connection with the above-stated use (the "Use").

### III. WAIVER AND RELEASE OF ALL CLAIMS

I do hereby expressly and fully waive, discharge and release the City of Sidney, Ohio, its elected and appointed officials, its officers and employees, and all others working in concert with the City of Sidney, Ohio, against all claims and causes of action, including but not limited to actions based upon negligence, which may arise against the City of Sidney, its elected and appointed officials, its officers and employees and all others working in concert with the City of Sidney as the result of any injury to any person, including death, and damage to any person or property resulting from the Use.

#### IV. INDEMNIFICATION

I do hereby agree to indemnify and hold harmless the City of Sidney, Ohio, its elected and appointed officials, its officers and employees and all others working in concert with the City of Sidney, Ohio who through negligence or intentional conduct on the part of any participant who might be otherwise liable for damages as the result of the Use.

#### V. INSURANCE REQUIREMENTS

I understand that the following insurance must be maintained at all times during the Use, which such insurance shall insure against claims to persons or damages to property which may arise in connection with the Use: Commercial General Liability Insurance on an occurrence basis, with coverage at least as broad as ISO Form CG 00 01, including products-completed operations, and personal and advertising injury, with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence. The following shall also apply to such insurance coverage:

1. **Insurance Company Rating:** The insurance hereunder shall be AM BEST rating of no less than A:VIII, unless otherwise acceptable to the City of Sidney.
2. **Additional Insureds:** The following shall be named as additional insureds: the City of Sidney, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board/commission members, including employees and volunteers.
3. **Primary Coverage:** For any claims related to this Agreement, the above named User's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the User's insurance and shall not contribute to it.
4. **Verification of Coverage:** User shall furnish the City of Sidney a Certificate of Insurance evidencing the coverage requirement herein not less than two (2) weeks prior to the commencement of the Use. The City of Sidney reserves the right to require complete, certified copies of all required insurance policies, including endorsements required herein, at any time.  
The subject certificate shall contain: (a) the Requested Site of the Use and (b) the Date(s) of the Use.
5. **Cancellation Notice:** Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the City. Immediately upon receipt of a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or notice that coverage no longer complies with the requirements herein, **User agrees to notify the City of Sidney Parks and Recreation Department** by fax or email with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. User shall cease the Use immediately upon the occurrence of any such non-renewal, cancellation, or material change and shall not resume Use until verification has been provided to the City of Sidney that insurance that complies with these requirements is in force.

6. **Modification:** The City of Sidney reserves the right to modify these requirements, including limits, based upon the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## **VI. DISPOSAL OF TRASH AND WASTE**

All trash, waste, and other refuse generated during the Use shall be bagged and placed completely within in the trash receptacles provided in the Park. In the event that such receptacles are full such that the bagged trash, etc. cannot be placed completely within the same, User shall otherwise legally dispose of the same at another location.

**IN WITNESS WHEREOF**, I have voluntarily and with full knowledge and understanding of its contents, executed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(address)

Witness:  
\_\_\_\_\_

## **ACCEPTANCE BY CITY OF SIDNEY:**

**CITY OF SIDNEY, OHIO**

By: \_\_\_\_\_  
Parks Director, or designee

\_\_\_\_\_  
Date

*Learn. Play. Grow.*