



Insurance Requirements for Facility Rentals

The Arcade Creek Recreation and Park District requires all persons renting District facilities to provide the District with a Certificate of Insurance, endorsing the District as additional insured, for a specified amount of general liability insurance.

1) INDEMNIFICATION

- The **(USER/RENTER)** shall indemnify, defend, and hold harmless **(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 **(DISTRICT)**, unless solely caused by the gross negligence or willful misconduct of **(DISTRICT)**, its officers, employees, or agents.

2) INSURANCE REQUIREMENTS

- 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 **(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 **(DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(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 **(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 **(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 **(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 **(DISTRICT)**.

3) COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- 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.
- **(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.

4) FORCE MAJEURE

- Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **(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 **(DISTRICT)** and the **(USER/RENTER)** shall not charge results of "acts of God" to **(DISTRICT)**, its officers, employees, or agents.

HOW DO I GET INSURANCE FOR MY EVENT?

1) Provide your own: If you carry general liability insurance on a home or business you own, you may be able to provide your insurance coverage by adding a "rider" on your existing policy. If your community or non-profit group is sponsoring the event(s), the group may have an existing policy that a "rider" may be added to provide the required insurance coverage. If your policy can provide the required insurance, your agent will contact your insurance company and request the issuance of a *Certificate of Insurance* and endorsement. A fee may be required from your insurance company to issue the certificate.

A. *If you wish to provide your own insurance you should contact your insurance agent.* Let your insurance agent know you are utilizing Arcade Creek Recreation & Park District facilities and that you need general liability insurance coverage for your event in the amount specified above. Also, let your agent know that you must provide a certificate of insurance showing coverage limits AND an "endorsement" or "rider" naming the Arcade Creek Recreation & Park District as additional insured with the following wording:

- *"The Arcade Creek Recreation & Park District, its officers, servants, agents, and employees is added as additionally insured for use of [specify facility being used] for [event name] on [event date(s)]."*
- SAMPLE WORDING for single use: "The Arcade Creek Recreation and Park District, its officers, servers, agents, and employees, is added as additionally insured for use of the Arcade Creek Community Center for a wedding reception on March 1, 2025."
- SAMPLE WORDING for multiple uses, specific time period: "The Arcade Creek Recreation and Park District, its officers, servers, agents, and employees, is added as additionally insured for use of the Arcade Creek Community Center for basketball practice January 1, 2025 through March 30, 2025."

- SAMPLE WORDING for multiple uses, for the term of the policy: “The Arcade Creek Recreation & Park District, its officers, servers, agents, and employees, is added as additionally insured for the use of the Arcade Creek Community Center Softball Field for softball practice and games on various dates for the term of the policy.”
- 2) ***Purchase insurance through The Event Helper: (www.theeventhelper.com/#32JUe4)*** If you wish to purchase insurance, other than your personal home/renter insurance you may be able to purchase insurance through The Event Helper. Event type, risk, and number of attendees determine fees for this insurance. Any insurance purchased must follow ACRPD requirements and is purchased at the event host’s expense.

Have the original Certificate of Insurance and endorsement sent to the Arcade Creek Recreation & Park District. The District must have an approved original Certificate and endorsement on file prior to your event. If time is short, a fax copy will be accepted pending the receipt of the original. The original may be hand delivered, mailed, or e-mailed from the insurance company. Submit certificates to the District Office for approval at least 10 working days prior to your event. This allows time for any necessary corrections to be made to the certificate or endorsement. Failure to comply with ACRPD’s rental policies and insurance requirements may result in your event being canceled and paid fees forfeited.

Please remember that this coverage is for third-party liability and does not cover damage to the facility. Restitution for any damage to the facility is the responsibility of the permittee.

- ◆ The District reserves the right to require higher coverage for “moderate” or “high-risk” activities.
- ◆ Approved insurance certificates must be on file in the District office prior to the use/rental date(s).
- ◆ Certificate should be received at least 10 working days in advance of the use/rental date.
- ◆ The policyholder on the insurance must be listed as the “Permittee” on the Arcade Creek Recreation & Park District Facility Use Application.