



**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 12 07, 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 include the following language:
The following are additional insureds: The City of Sidney, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured whether other available coverage be primary, contributing or excess.
The subject certificate shall also contain: (a) the Requested Site of the Use and (b) the Date(s) of the Use.
5. **Cancellation Notice:** User shall provide, during the life of this Agreement, or for a longer period as stipulated herein, the coverage as described above, which shall include an endorsement stating the following: **"Thirty (30) days advance written notice of cancellation,**

**non-renewal, reduction and/or material change shall be sent to:
The City of Sidney,
Parks and Recreation Department
201 W Poplar Street,
Sidney, Ohio 45365**

- 6. **Coverage Expiration:** If any of the above coverage expires, is cancelled, non-renewed, reduced in coverage, or materially changed during the term of this Agreement, User shall deliver renewal certificates and/or policies to the Parks Director not less than ten (10) days prior to said date of expiration, cancellation, non-renewal, reduction, or change.
- 7. **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: _____ Date _____
Parks Director, or designee.