



124 N. CLOVERDALE BLVD., CLOVERDALE, CA 95425  
707-894-2521 707-894-3451 (FAX)

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## PARK/FACILITY RESERVATION MAJOR EVENT INSTRUCTIONS

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### **Cloverdale Park/Facility Reservation Information**

- All city parks are open to the public from 7:00 a.m. to 10:00 p.m. daily.
- The reservation process does not grant exclusive use of any park or facility.
- No park or facility reservation is confirmed until the application is approved, correct insurance documents are provided, and all fees are paid. Until then, the reservation is considered “pending”.
- Plan carefully! Completed applications take two weeks to process.

### **Checklist for Cloverdale Park/Facility Reservations**

1. Complete the attached Park/Facility Reservation Application.
  1. Obtain a certificate of insurance and endorsements as outlined on Page 2 of the application and Exhibit A. (NOTE: If you cannot obtain the certificate of insurance through your homeowner’s insurance company or by another source, the applicant can contact HUB International Insurance Services Inc at [www.eventinsure.com](http://www.eventinsure.com) or call 925-609-6500 and speak with a Special Events Insurance Coordinator. The City no longer arranges to obtain insurance on behalf of the applicant). **See Exhibit A for insurance endorsement detail.**
2. If you plan to have amplified music of any kind or sell and/or serve alcohol at your event, you must complete the attached Special Event Permit. It must be completed and submitted with your application for processing. The City of Cloverdale will not process the application without this Special Event permit if applicable to your event.
3. **IMPORTANT: Return all items above to City Hall for processing. DO NOT TAKE ANY FORMS TO THE POLICE DEPARTMENT.**

On receipt of the Park/Facility Reservation Application, certificate of insurance and endorsements, and the Special Event Permit (if applicable), your application will be processed.

Once processed, you will be notified of the final decision.

Questions regarding the Application Packet and certificate of insurance requirements can be directed to Cloverdale City Hall at 124 N. Cloverdale Blvd. or by phoning (707) 894-1726 during regular business hours, or you may email Rafael Miranda at [rmiranda@ci.cloverdale.ca.us](mailto:rmiranda@ci.cloverdale.ca.us).

NOTE: Some events may require submittal of an Encroachment Permit Application. If so, please submit your Encroachment Permit Application with your Special Event Application and a separate third check for the Encroachment Permit Application Fee. Questions about Encroachment Permits should be directed to Engineering Technician, Eric Janzen at (707) 894-1728.



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## PARK/FACILITY USE AGREEMENT

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### CONDITIONS OF USE

1. **Insurance:** The applicant is required to supply General Liability Insurance in the minimum amount of \$2,000,000 (two million) each occurrence; \$4,000,000 (four million) aggregate; \$1,000,000 (one million) aggregate each event occurrence for liquor liability; \$5,000 (five thousand) medical payments; and \$50,000 (fifty thousand) Fire Legal Liability naming the City of Cloverdale as additional insured by endorsement for all activities. **See Exhibit A for insurance endorsement detail.**
2. **Weather:** The Facilities Coordinator or designee reserves the right to cancel or adjust park and/or field reservations due to inclement weather or unsafe conditions. It is the responsibility of the applicant to contact the City during recent, current or forecasted rain concerning the conditions and use of the field.
3. **Park/Facility Use:** The use of a park or city facility must be compatible with regulations established by Cloverdale Municipal Code 12.20.010. The City reserves the right to review, approve, or deny any use.
4. **Use of Inflatables/Water Games:** Inflatables (ie., jump house) and Water Games (ie., water slides, water balloons, etc.) **IS PROHIBITED.**
5. **Contact:** Prior to any use of field or park by any organization, person, leagues, tournaments, or other events, a written schedule must be provided to Facilities Coordinator with a contact person name and telephone number.
6. **Restrooms, Grounds, Bleachers:** Everyone is responsible to assist with the maintenance, cleaning, and general upkeep of the park. Reserved areas must be cleaned before leaving the area. The City reserves the right to charge applicant the cost of time and materials for excessive cleaning or any damage to City property.
7. **Animals:** Posted signs must be obeyed. Dogs must be leashed pursuant to CMC 6.08.020.
8. **Health and Safety:** The group or party shall comply with all requirements of the Health and Safety Code, City Ordinances, City Policies, Fire and Police Department requirements and any other city, county, state, and/or federal applicable laws.
9. **Alcohol:** No alcohol is allowed in any Cloverdale parks or City Plaza without first obtaining a Special Event Permit from the Cloverdale Police Department.
10. **Amplified Music:** A Special Event Permit for amplified music is attached to this packet and must be submitted to the City of Cloverdale Police Department for processing and approval. If approved, the music must be monitored and must remain at appropriate noise levels at all times.
11. **Motor Vehicles:** No motor vehicles, motorcycles, motorbikes, or other human propelled vehicles, are allowed in Cloverdale parks without obtaining prior permission from the City Facilities Coordinator or designee.
12. **Bicycles:** No bicycle riding is permitted in Cloverdale parks.
13. **Overnight Camping:** No overnight camping is allowed in Cloverdale parks.
14. **Fees:** The City of Cloverdale requires fees to be paid immediately upon approval of the Park/Facility Use application. Refer to the current fee schedule for amounts due.



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**PARK/FACILITY RESERVATION MAJOR EVENT APPLICATION**

Application for Use of:  City Plaza (Non-Profit Only)  City Park  Furber Park

Date of Event: \_\_\_\_\_ Hours of Use – beginning at \_\_\_\_\_ ending at \_\_\_\_\_

Public Event:  Yes  No Non-Profit:  No  Yes (**Attach 501(c)(3)**) Total Attendance Expected: \_\_\_\_\_ people

Alcohol to be Served:  Yes  No (If yes a completed and signed Special Event Permit must be attached to this application)

Alcohol to be Sold:  Yes  No (If yes a completed and signed Special Event Permit must be attached to this application)

Amplified Music:  Yes  No If yes,  live band  stereo equipment  disc jockey  other  
 (If yes to the above, a completed and signed Special Event Permit must be attached to this application)

Applicant Name or Primary Contact: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Contact Alternate Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Complete Description of the Event: \_\_\_\_\_

**Applicant hereby agrees to hold the City of Cloverdale, its City Council and Commissions, the individual members thereof, and all officers, agents and employees, free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of City facilities.**

**I hereby certify that I have read the accompanying Use Agreement and agree to abide by all conditions stated therein. I also realize that the reservation is granted with the understanding that the City may cancel the event due to inclement weather or unsafe conditions.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**PAYMENT REQUIRED WITH APPLICATION  
 (two checks made payable to the City of Cloverdale)**

- Special Event Fees (1 to 25 attendees City Parks or City Plaza)**
  - \$75.00 Application Fee (Non-Refundable)
  - \$400.00 Special Event Fee (Refunded if not approved)
  - Materials and Equipment Charge (will be invoiced after event)
- Special Event Fees (26 to 75 attendees City Parks or City Plaza)**
  - \$75.00 Application Fee (Non-Refundable)
  - \$505.00 Special Event Fee (Refunded if not approved)
  - Materials and Equipment Charge (will be invoiced after event)
- Special Event Fees (76 to 199 attendees City Parks or City Plaza)**
  - \$75.00 Application Fee (Non-Refundable)
  - \$610.00 Special Event Fee (Refunded if not approved)
  - Materials and Equipment Charge (will be invoiced after event)
- Special Event Fees (200 + attendees City Parks or City Plaza)**
  - \$75.00 Application Fee (Non-Refundable)
  - \$625.00 Special Event Balance Due (Due upon approval of event)
  - \$550.00 Special Event Deposit (Refunded if not approved)
  - Materials and Equipment Charge (will be invoiced after event)

**..... CITY USE ONLY .....**

- Applicant's Certificate of Insurance attached or on file
- Special Event Application Approved
- Special Event Application Denied

City Approved:  No  Yes

By: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENTS NOTIFIED**

- Police  Public Works  Planning  Engineering
- Finance  Fire Department  Parks



# Cloverdale Police Department

Jason Ferguson, Chief of Police

112 Broad Street • Cloverdale, CA 95425 • Phone: (707) 894-2150 • Fax: (707) 894-5203

## ***SPECIAL EVENT PERMIT APPLICATION***

If you plan to sell or provide alcohol beverages, or if you plan to have amplified music at a city park or city facility event, you must have a Special Event Permit approved and issued by the City of Cloverdale Police Department. In order to obtain a permit, please read each statement below and initial on the line provided. **Submit this form with your application packet.**

NOTE: For the sale of alcoholic beverages or if alcoholic beverages are included in the cost of a meal ticket, you are also required to obtain an applicable ABC license from the State of California, Department of Alcohol Beverage Control (ABC) located at 50 D Street, Suite 400, Santa Rosa, CA 94931. The ABC license must be attached to this application for processing, if applicable.

<b>To be Completed by the Applicant – initial each item below</b>	
Initials _____	I agree that all attendees will remain on the designated site of the event and understand they cannot loiter or congregate on any private property or on the public right-of-way.
_____	I understand that any intoxicated person will not be allowed to enter or remain at the event. I agree it will be my responsibility to deliver an intoxicated attendee home safely.
_____	I understand that any person who begins to show signs of intoxication should not be served nor allowed to consume alcoholic beverages.
_____	I agree that any person who appears to be 30 years of age or younger will need to have their age verified by a valid driver's license or other valid government identification card before they are served any alcohol.
_____	I understand that any use of illegal drugs is a criminal offense and will not be permitted or tolerated. In this regard, I agree my attendees will abide by all laws and local ordinances.
_____	I understand that unless specifically approved by way of this Permit, a live band and/or amplified music is not authorized.
_____	I agree that the organizers will be responsible for clean-up of any and all debris left by attendees in the immediately vicinity of the event.
_____	I understand that the Chief of Police and any Police Officer may revoke this permit and immediately close the event as a result of any harmful, injurious, hazardous actions, or failure to obey the lawful orders of any Police Officer during the event.
_____	I understand the organizers assume total liability for any acts or omissions which may result, or that results, in any loss or injury to any participant, attendee, person or property.
_____	I understand that if it becomes necessary for the City of Cloverdale or any of its department to intervene or take official action as a result of this event, all resultant liability and/or responsibility is assumed by the applicant, sponsor or organizer of the event. I agree in the event of such action by the City of Cloverdale or its departments, the applicant, sponsor or organizer may be required to reimburse the City of Cloverdale for any and all costs.
<p>The undersigned acknowledges that he/she is the authorized agent or representative of the group or organization which is requesting the permit. The undersigned agrees to all conditions on this application and agrees to operate in compliance with the requirement contained herein. By signing below, the undersigned attests they have read, understand, and agree to the aforementioned conditions contained in the permit.</p>	
_____ Sponsor / Representative PRINT NAME CLEARLY	_____ Date
_____ Sponsor / Representative SIGNATURE	



# Cloverdale Police Department

Jason Ferguson, Chief of Police

112 Broad Street • Cloverdale, CA 95425 • Phone: (707) 894-2150 • Fax: (707) 894-5203

## ***SPECIAL EVENT PERMIT APPLICATION***

### **To be Completed by the Cloverdale Police Department Chief of Police**

This *Special Event Permit* is hereby **approved** subject to the terms and conditions as set forth on this Special Event Permit Application.

If noted, the following requirements must be met:

1. Security personnel will be required. You are required to provide a minimum of \_\_\_\_\_ civilian monitors and/or \_\_\_\_\_ uniformed security officers. Private security companies must be approved by the Chief of Police.
2. A live band and/or amplified music are authorized from \_\_\_\_\_ until \_\_\_\_\_.  
*The volume must be kept at a level as not to disturb the residents living adjacent to the event.*
3. The following additional conditions must be met: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Chief of Police, Jason Ferguson

\_\_\_\_\_  
Date

This *Special Event Permit* is hereby **denied** for the following reason:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Chief of Police, Jason Ferguson

\_\_\_\_\_  
Date

### **To be Completed by Records/Dispatch**

Date applicant notified by phone to collect paperwork: \_\_\_\_\_

Notified by (initials / ID number): \_\_\_\_\_

Comments: \_\_\_\_\_



City of Cloverdale  
124 N Cloverdale Blvd.  
Cloverdale, CA 95425  
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EXHIBIT A

## Park and Plaza Rental/Event Agreement

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### Name of Applicant:

Activity/Event Description:

Event Location:       City Plaza (Non-Profit Only)     City Park     Furber Park

Dates:

### Insurance Requirements & Policy Limits

Applicant name: \_\_\_\_\_ shall procure and maintain for the duration of the (Name of Event) \_\_\_\_\_ 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, or the operation and use by the applicant's vendors, consultants, agents, representatives, employees or subcontractors. The cost of the insurance shall be borne by the applicant and/or the applicant's vendors, consultants, agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001)
2. Liquor liability (if applicable).
3. Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance, (if applicable).

### *Minimum Limits of Insurance*

Lessee shall maintain limits no less than:

1. \$2,000,000 (two million) each occurrence;
2. \$4,000,000 (four million) aggregate;
3. \$1,000,000 (one million) aggregate each event occurrence for liquor liability;
4. \$5,000 (five thousand) medical payments;
5. \$50,000 (fifty thousand) Fire Legal Liability naming the City of Cloverdale as additional insured by endorsement for all activities.

### 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 by either party, except after thirty (30) days prior written notice has been given the City.

Excess/Umbrella Liability Insurance

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured and primary insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

Vendors, Consultants, Agents, Representatives, Employees or Subcontractors.

Applicant shall include all vendors, consultants, agents, representatives, employees or subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each prior to event. Applicant agrees to include with all vendors, consultants, agents, representatives, employees or subcontractors in their subcontract the same requirements stated herein including the indemnity and insurance requirements. Vendors, consultants, agents, representatives, employees or subcontractors hired by Applicant agree to be bound to Applicant and the City in the same manner and to the same extent as Applicant is bound to City under this Agreement. Applicant further agrees to include these same provisions with any vendor, consultant, agent, representative, employee or subcontractor. A copy of these indemnity and insurance provisions shall be furnished by Applicant to any vendor, consultant, agent, representative, employee or subcontractor. The Applicant shall require all vendors, consultants, agents, representatives, employees or subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to event.

Waiver of Subrogation

The Worker’s Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

Deductible and Self Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. If possible, the insured shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City’s forms provided those endorsements conform to the City’s requirements. All applicant’s certificates and endorsements are to be received and approved by the City before the event commences. Applicant shall obtain insurance certificates and endorsements for vendors, consultants, agents, representatives, employees or subcontractors and shall maintain proof of compliance. 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.

**INDEMNIFICATION**

**Name of Applicant:**

**Activity/Event:**

**Event Location:**  City Plaza (Non-Profit Only)     City Park     Furber Park

**Dates:**

As part of the **(Name of Event/Activity)** \_\_\_\_\_ **at**

**City Plaza (Non-Profit Only)**     **City Park**     **Furber Park** applicant shall defend, indemnify, and hold harmless the City of Cloverdale, its agents, officers, council members, employees, boards, commissions and Council (collectively, Indemnitees) from any and all claims, losses, liability, demands, suits, or judgments, including attorneys’ fees, legal costs, and personnel costs, brought against any Indemnitee(s) by any person or entity for deaths or injuries to persons for loss or damage to property arising out of or in connection with the use and occupancy of this premises by Applicant, its agent, servants, employees, or invitees whether or not caused by any Indemnitee’s negligence. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

**The City of Cloverdale shall have the right to appear and defend its interests in any action through its City Attorney or outside counsel. The applicant shall not be required to reimburse the City for attorney’s fees incurred by City Attorney or the City’s outside counsel if the City chooses to appear and defend itself in the litigation.**

I have read and agree with all of the above.

\_\_\_\_\_  
**Applicant (please sign name)**

\_\_\_\_\_  
**Applicant (please print name)**

\_\_\_\_\_  
**Date**



**CITY OF CLOVERDALE  
INSURANCE DOCUMENTS REQUIRED FOR  
PARK/PLAZA RESERVATIONS**

All items below must be completed in order for the City of Cloverdale to accept insurance documents required for rental of property or facility. **ALL DOCUMENTS MUST HAVE THE APPLICABLE POLICY NUMBER AT THE TOP OF EACH PAGE.**

<p><b>Provide current Certificate of Insurance naming the City of Cloverdale as the Additional Insured with the following amounts:</b></p> <ul style="list-style-type: none"> <li>- <b>General Liability for 2 Million per occurrence and 4 million aggregate</b></li> <li>- <b>Liquor Liability for 1 Million per aggregate each event occurrence (if applicable)</b></li> <li>- <b>Medical Payments for 5 Thousand</b></li> <li>- <b>Fire Legal Liability for 50 Thousand</b></li> </ul>
<p><b>Provide following documents for General Liability:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Declaration page(s)</b></li> <li><input type="checkbox"/> <b>Additional Insured Endorsement page</b></li> <li><input type="checkbox"/> <b>Primary &amp; NonContributory Endorsement page</b></li> <li><input type="checkbox"/> <b>Waiver of Subrogation page</b></li> </ul>
<p><b>Provide following documents for Liquor Liability (if applicable):</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Declaration page(s)</b></li> <li><input type="checkbox"/> <b>Additional Insured Endorsement page</b></li> <li><input type="checkbox"/> <b>Primary &amp; NonContributory Endorsement page</b></li> <li><input type="checkbox"/> <b>Waiver of Subrogation page</b></li> </ul>
<p><b>Provide following documents for Medical:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Declaration page(s)</b></li> <li><input type="checkbox"/> <b>Additional Insured Endorsement page</b></li> <li><input type="checkbox"/> <b>Primary &amp; NonContributory Endorsement page</b></li> <li><input type="checkbox"/> <b>Waiver of Subrogation page</b></li> </ul>
<p><b>Provide following documents for Fire Legal Liability:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Declaration page(s)</b></li> <li><input type="checkbox"/> <b>Additional Insured Endorsement page</b></li> <li><input type="checkbox"/> <b>Primary &amp; NonContributory Endorsement page</b></li> <li><input type="checkbox"/> <b>Waiver of Subrogation page</b></li> </ul>
<p><b>If using Umbrella Liability policy provide:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Declaration page(s)</b></li> </ul>
<p><b>If using Excess Liability policy provide:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Declaration page(s)</b></li> <li><input type="checkbox"/> <b>Additional Insured Endorsement page</b></li> <li><input type="checkbox"/> <b>Primary &amp; NonContributory Endorsement page</b></li> <li><input type="checkbox"/> <b>Waiver of Subrogation page</b></li> </ul>

**Insured's Language:** "The City of Cloverdale, including its officers, officials, employees and volunteers, are insureds." **Primary Language:** "The insurance shall be primary as respects the insured shown in the schedule above/attached, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be excess of this insurance and shall not called upon to contribute with it."

**Waiver of Subrogation Clause:** "This insurance company agrees to waive all right of subrogation against the City of Cloverdale, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from work performed by the named insured for the City."