



TO: Prospective users of the Equestrian Center of Walnut Creek (ECWC) for 2018

FROM: Facilities Rental Manager, City of Walnut Creek
Heather Kozy, ECWC President

SUBJECT: How to Schedule Use of the Equestrian Center

Thank you for your interest in using the Equestrian Center of Walnut Creek for an event. The arena in Heather Farm Park has hosted many successful events. The Equestrian Center is owned by the City of Walnut Creek and managed by the Equestrian Center of Walnut Creek. Adhering to each of the following procedures will facilitate your reservation for use of the arena and its related facilities.

Step 1 Call 925-939-2929 to obtain a tentative date for your event. This may be done up to six (6) months in advance. If the date is available, you will be assigned a tentative reservation and be sent an application packet containing:

- (a) *Equestrian Center Application/Use Permit Request (two copies)*
- (b) *Notice of conditions & Indemnification and Insurance Requirements (three copies)*
- (c) *Hold Harmless and Insurance Agreement*
- (d) *Release of Liability forms*

Step 2 Complete and submit the *Application*, the *Hold Harmless Agreement*, and one copy of the *Notice of conditions & Indemnification and Insurance Requirements* to:

Equestrian Center of Walnut Creek P.O. Box 3532, Walnut Creek, CA 94598

Step 3 Send one copy of the *Notice of conditions & Indemnification and Insurance Requirements* to your insurance carrier with a request that they complete and submit one copy of the necessary insurance documents to: Facilities Rentals, Recreation Division

301 N. San Carlos Drive, Walnut Creek, CA 94596

and submit another copy of the necessary insurance documents to:

Equestrian Center of Walnut Creek P.O. Box 3532, Walnut Creek, CA 94598

Step 4 Keep the 3rd copy of *the Notice of Conditions* for your own reference. Make additional copies of the *Release of Liability* for each member of your group using the facilities that day and make sure you collect them and send them to

Equestrian Center of Walnut Creek P. O. Box 3532, Walnut Creek, CA 94598

Step 5 After all of these steps have been completed, you will be issued a confirmed *Use Permit*. Until all of these steps are completed you will **NOT** have approval or a permit for use of the Equestrian Center. *Before receiving your permit, please do not assume that you have approval for your event.*

If you have questions, please call:

First: Heather Kozy, Equestrian Center of Walnut Creek, 925-939-2929

Second: Facilities Rental Manager, at 925-943-5858



Walnut Creek Recreation Division EQUESTRIAN CENTER APPLICATION/USE PERMIT



1. Date(s) of use _____ Hours from _____ to _____
2. Type of activity _____ Estimated Attendance _____
3. Name of Organization _____
4. Name of Applicant _____
Home Phone _____; Work Phone _____
E-mail _____
5. Applicant's Address _____

6. The City of Walnut Creek and the Equestrian Center of Walnut Creek will provide:
 - a. Two riding arenas (Main arena = 300' x 150', Warm-up arena = 200' x 85')
 - b. Parking area
 - c. Announcer's stand with electricity
 - d. Water and separate restroom facilities for men and women
 - e. Garbage cans w/liners
 - f. Picnic tables and bleachers

The applicant and the organization must provide all personnel equipment other than that requested below.

7. Daily Fees: Circle those requested for your event	<u>Members</u>	<u>Non-Members</u>
a. Main & warm up arenas for Junior groups	\$100	\$150
b. Main & warm up arenas for Senior groups	\$125	\$175
c. Warm-up arena use only (Jr. or Sr.)	\$ 50	\$ 75
d. Snack bar and kitchen	\$100	\$150
e. Public address system	\$ 30	\$ 50
f. Publicity banner on Ygnacio Valley Rd.	\$ 75	\$ 75
g. Jumps, trail obstacles, gymkhana equipment	\$ 50	\$ 50
h. Arena watering and drag midday	\$ 50	\$ 50
i. Arena maintenance crewperson/day	\$ 50	\$ 50
j. Special events	fees to be negotiated with ECWC	

8. Will alcoholic beverages be served: Yes _____ No _____

Alcoholic beverages (beer, wine or champagne ONLY) may be consumed only with advance approval and payment of an Alcoholic Beverage Service Fee of \$75 to the City of Walnut Creek. If you exchange money for/or sell alcoholic beverages, a state license must be obtained from the Alcoholic Beverage control Board (ABC) in addition to the City fee (This includes direct exchange of money for alcoholic beverages, purchase of tickets that may be exchanged for alcoholic beverages, and purchase of a dinner or event ticket that includes the service of alcoholic beverages). To obtain a daily permit for the sale of alcoholic beverages, you may contact ABC at (510) 639-0628 for more licensing information. Alcoholic beverages may not be served to anyone under the age of 21 years. Alcohol permits will not be issued to youth functions.

9. A refundable cleaning/damage deposit of \$250 is due with all daily fees. Please send this deposit as a separate check (made payable to the Equestrian Center of Walnut Creek). Refund of this deposit will be made within three weeks of your facility use. Charges against this deposit will be made for any costs, including but not limited to: damage to fences, irrigation system, landscaping, snack bar, restrooms, picnic benches or bleachers, and announcer's booth. You will be billed for any damages in excess of your deposit. All event-related trash must be collected on the site and placed in the dumpster in City maintenance yard across the street. New liners must be placed in the garbage cans.
10. Cooking any greasy foods is not allowed in the snack bar/kitchen area. Failure to comply with this policy will forfeit the entire damage deposit. Use of the snack bar must comply with Contra Costa County Health Codes for the serving of food and beverages.
11. The applicant must provide first aid services at any function to the public.
12. Preparation of the arenas for horse events will be performed by the ECWC grounds staff. Any additional/special preparation required by the applicant will be at the expense of the applicant. Overnight boarding of horses is not allowed on the facilities. No parking is allowed on the paved road.
13. Your organization is solely responsible and answerable financially for any and all accidents or injuries to persons or property resulting from your use of City facilities. You shall be responsible for the control and supervision of all people in attendance during your usage of the facility and shall take care to see that no damage is done to the facility and that everyone conducts themselves in an orderly manner.
14. Cancellations must be received at least seven (7) days prior to your use-date. Cancellations within seven days prior to your use date may result in forfeiture of the damage deposit. ECWC reserves the right to give renter 48 hour notice of cancelation due to weather and footing conditions of the rings.
15. Mail this completed application form and one copy of the *Notice of Conditions*, the *Hold Harmless & Insurance Agreement* form, and all applicable fees (payable to ECWC) to: **Equestrian Center of Walnut Creek, P. O. Box 3532, Walnut Creek, CA 94598**
16. After all forms, including the insurance documents, and fees have been received and the application deemed complete and appropriate, an approved copy of this permit will be issued to you.

I have read, understand, and agree to all provisions, policies, and conditions described on this *Application/Use Permit* and *Notice of Conditions*:

Applicant's
Signature _____ Date _____

OFFICIAL USE ONLY

Notes & Conditions:

Fees received: Arena _____ Snack Bar _____ PA System _____ Deposit _____ Alcohol fee _____



Date permit approved _____ by _____



**Facility Rental Agreement
Indemnification and Insurance Requirements**

A. Indemnification. Permittee shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Permittee's use of the Facility or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the City.

In this Agreement, "City" means the City, its officials, officers, agents, employees and volunteers; "Permittee" means the Permittee, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section B relating to insurance.

B. Insurance. Permittee shall procure and maintain at its sole cost for the duration of this Agreement the following insurance. (Certain very low-risk services are exempt, as determined by the Risk Manager. Also, the City's Risk Manager may be able to assist in obtaining general liability insurance. (925) 943-5899 x 2177 or RiskManager@walnut-creek.org.)

1. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
 - a. Comprehensive General Liability Insurance written on an "occurrence" basis. \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Worker's Compensation and Employers Liability: If Permittee has employees, Worker's Compensation and Employers Liability insurance, with limits as required by the Labor Code and Employers Liability limits of \$2,000,000 per accident.

2. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention 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 retention as respects the City, its officers, officials, employees and volunteers; or Permittee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:
 - a. General Liability Coverage.
 - (1) The City is to be covered as additional insured as respects: liability arising out of the rental of the facility, work or operations performed by or on behalf of the Permittee including materials, parts, or equipment furnished in connection with the work or operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
 - (2) Permittee's insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall be excess of Permittee's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.
 - (4) Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) The policy shall provide that coverage shall not be canceled except with notice to the City.
 - b. Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City for losses arising from work performed by Permittee for the

City.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
5. Verification of Coverage. Permittee shall furnish the City with certificates of insurance and endorsements effecting coverage required by this Agreement. The City must receive and approve the certificates and endorsements at least **five** days before the rental date. The City reserves the right to require complete certified copies of all required insurance policies at any time.
6. Special Risks or Circumstances. The City reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.
7. Liquor Liability Insurance is required when an event includes the serving or sale of alcohol, at an indoor City facility or special event.



NOTICE OF CONDITIONS

For use of the Equestrian Center of Walnut Creek
at Heather Farm Park



As a condition of use of the Equestrian Center at Heather Farm Park, your organization must provide, at your sole expense, each of the following items as indicated:

() Proof of insurance comprised of an endorsement of comprehensive general liability insurance written by one or more responsible insurance companies licensed to do business in California. This coverage must:

1. Name the **City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers, and the Equestrian Center of Walnut Creek** as **Additional Insured's** against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part of your organization, its agents or employees.
2. Include liability coverage for claims made by participants in your event. You are advised that any and all **exclusions** pertaining to athletic, recreational or equestrian events must be disclosed in the endorsement and failure to do so will not necessarily insulate your organization from individual liability for claims made as a result of the use of the facilities and your event.
3. Be **PRIMARY** insurance with respect to the additional insureds named above. Any other insurance available to the **City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers and the Equestrian Center of Walnut Creek**, shall be excess and non-contributing.

You must provide the City with the endorsement at least 30 days prior to the Start of your event. Each endorsement shall be subject to approval by the City of Walnut Creek as to form and as to insurance company.

Any deductible or self-insured retentions must be identified and approved by the City. In the event the deductible is deemed to be too great, the City may require you to have your insurer eliminate the deductible or reduce it.

The comprehensive general liability insurance policy limits of such insurance shall not be less than **\$2,000,000 per occurrence for bodily injury, personal injury and property damage.**

If you are not able to obtain this insurance, the City, through HUB International, may be able to provide you with a quote for this coverage. Contact Risk Management at (925) 943-5899, x2177.

You must satisfy these endorsement requirements by furnishing the City with certificates of insurance and original endorsements effecting the required coverage. The certificates and endorsements are to be on ISO-approved forms. The City **will not** accept a Certificate of Insurance alone as proof of insurance coverage. The original endorsement must specifically list the following:

”City of Walnut Creek, its officials, officers, directors, employees, agents, and volunteers and the Equestrian Center of Walnut Creek are additional insureds.”

“This insurance is primary with respect to the additional insureds. Any other insurance available to the City of Walnut Creek, its officials, officers, directors, employees, agents, and volunteers and to the Equestrian Center of Walnut Creek shall be excess and non-contributing.”

You are strongly urged to show this letter (including the precise wording of these requirements), to your insurance agent or broker. Doing so will help you, your agent, and the City process the proper documents in a timely manner.

Your Use Permit will not be approved until the proper endorsements are received.

() A signed copy of the attached *Hold Harmless Agreement*.

Federal civil rights law requires that equal access to facilities and programs be afforded to people with disabilities. This law is applicable to the City of Walnut Creek and carries over to any program or activity using city facilities. *The law is applicable to your organization's programs and activities that make use of City facilities.* Therefore, a condition of use of City of Walnut Creek facilities is that your organization shall endeavor to reasonably accommodate all requests for accommodation by individuals with disabilities who wish to participate in practice, games, tournaments, festivals, shows, walks, runs or any other program or activity organized or sponsored by your organization and that uses City facilities. Before rejecting a request for accommodation or finding such a request is not reasonable, your organization must notify the City of Walnut Creek.

() Prior to their participation you must collect an executed, unaltered copy of the attached *Release of Liability* form from each of your event participants. Immediately following your event each form must be turned over to the Equestrian Center of Walnut Creek. This can be done at the time that the arena keys are returned.

() Please sign and return one copy of this *Notice of Conditions* to indicate your receipt and understanding of each of the conditions listed above.

Signature of Designated Official _____ Dated _____

Title _____

Organization's Name _____

If you have any questions please contact – Facility Rental Manager , City of Walnut Creek: 925-943-5858



**HOLD HARMLESS AND INSURANCE AGREEMENT
FOR USE OF THE WALNUT CREEK EQUESTRIAN CENTER**

By my signature below, I hereby agree to and represent the following:

_____, as a condition of use of City of Walnut Creek facilities on the date(s) of _____, hereby agrees to, and shall, defend, indemnify, and hold harmless the City of Walnut Creek, its officials, officers, directors, employees, volunteers and agents, and the Equestrian Center of Walnut Creek from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description, directly or indirectly, arising from usage or activities for which Use Permits are granted.

_____ will take full responsibility for seeing that use of City facilities is in full adherence and compliance with all applicable City rules and conditions, and the requirements of State Law.

On the date(s) of _____, commencing at 12:01 a.m. and expiring at 12:00 midnight, _____ will at its sole expense, maintain in full force and effect a policy or policies of comprehensive general liability insurance written by one or more responsible insurance companies licensed to do business in California, that will insure _____, and the City of Walnut Creek and the Equestrian Center of Walnut Creek as an additional insured, against liability for injury to persons or property and for death of any person or persons with respect to usage or activities under the permit. Each such policy shall be subject to approval by City of Walnut Creek as to form and as to insurance company. The comprehensive general liability insurance policy limits of such insurance shall not be less than **\$2,000,000** combined single limit.

Signature of Designated Official Dated

Title

If you have any questions, please contact Facility Rental Manager, City of Walnut Creek: 925-943-5858



Equestrian Center of Walnut Creek Release of Liability

PARTICIPANT _____
TELEPHONE _____ EMAIL _____
ADDRESS _____
CITY _____ ZIP _____

I acknowledge that horseback riding is a sport that carries inherent risks of injury and damage to me, my horse, and property. I knowingly assume all risks, whether known or unknown, of horseback riding. I hereby release the **EQUESTRIAN CENTER OF WALNUT CREEK** (hereinafter referred to as the CORPORATION) and the **CITY OF WALNUT CREEK** (hereinafter referred to as the CITY) from all liability for any act of negligence or want of ordinary care on the part of the Corporation, and/or City or any of its agents. In consideration of my participation in events organized or sponsored by the Corporation, I hereby waive, release, and discharge the Corporation and the City; their directors, officers, agents employees, and volunteers; their representatives, heirs, and executors; and assigns from any and all claims of liability for injury or damage to myself, my animals, or my property arising out of my participation. This agreement is binding upon my executors, heirs, and assigns. I expressly waive any rights I may have under California Civil Code 1542, which states: "A general release does not extend to claims which the creditors do not know or suspect to exist in his favor at the time of executing the release, which if known by him, might materially affect his settlement with the debtor." I agree that I will indemnify and hold harmless the Corporation and City; their officers, officials, directors, employees, agents and volunteers; against all claims, demands, and causes of actions, including court costs and actual attorney fees arising from any proceeding or lawsuits, brought by or prosecuted for my benefit, in which this release is upheld. I acknowledge that I have read this "Release of Liability" and understand its contents.

SIGNATURE _____ **DATE** _____
PARENT OR LEGAL GUARDIAN MUST COMPLETE THIS SECTION IF PARTICIPANT IS MINOR:

I, the undersigned parent or legal guardian of the above minor-aged participant, in consideration of his/her participation in the event, agree that the terms and conditions of this *Release of Liability* shall be binding as to damage or injury to my minor, his/her animals, and property arising out of his/her participation in events. I acknowledge that I have read this release of liability and understand its contents.

NAME _____ **RELATIONSHIP** _____
ADDRESS _____ **CITY** _____
_____ **ZIP** _____
SIGNATURE _____ **DATE** _____

If you have any questions, please contact: Heather Kozy, Equestrian Center of Walnut Creek,
925-939-2929