

## **City Park Usage Agreement**

I understand that approval of request does not imply exclusive use of any park/facility by our group. I have read the accompanying documentation and certify that my group will abide by all. I understand that failure to follow these rules and any others imposed by the City of Raleigh for the good of the group and general public will automatically terminate this agreement. I understand that the rental rate is subject to review and change. I agree that the City of Raleigh retains the right to limit the use of or remove from the schedule any persons or group when it becomes necessary to do so for reasons of safety, maintenance or need for repairs. The Director of Parks & Recreation shall be responsible for decisions related to these requirements as needed.

### **HOLD HARMLESS AGREEMENT**

In consideration for the grant by the City of permission for the use of said facility at special times and under special circumstances by persons sponsored by the undersigned, the undersigned hereby agrees: 1) to take all measures necessary to promote the safety of such persons in their use of the facility; 2) to hold harmless the City, its divisions and departments, and its officers, agents, employees, servants, and helpers, paid and volunteer, from and to indemnify them for all damages, losses, and expenses, including but not limited to attorney fees and investigation costs, sustained by them or any of them on account of any claim for loss, damage, or injury growing out of such use of said facility by any such person; 3) to provide the City with a certificate of insurance showing that a policy of Comprehensive General Liability insurance providing coverage with respect to the foregoing hold harmless and indemnification undertaking is and will continue to be in effect during the period of such permitted use. Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. City of Raleigh is named additional insured as their interest may appear must be endorsed onto policy and listed on Certificate of Insurance; 4) to provide the City with a certificate of insurance showing that a policy of Commercial Automobile Liability insurance providing coverage with respect to the foregoing hold harmless and indemnification undertaking is and will continue to be in effect during the period of such permitted use only if vehicles are used in the provision of services under this agreement and/or are brought on a City of Raleigh site. Combined single limit of no less than \$1,000,000 and City of Raleigh is named additional insured as their interests may appear must be endorsed onto policy and listed on Certificate of Insurance. 5) Regarding insurance: All insurance companies must be licensed in North Carolina and be acceptable to the City of Raleigh's Risk Manager. You shall be required to provide the City no less than thirty (30) days notice of cancellation, or any material change, to any insurance coverage required by this agreement. (Policy Holder's name and Contact Person should be included on the form); and 6) to promptly notify the director of the City's Parks and Recreation Department and the insurer issuing the Comprehensive General Liability Insurance policy referred to above of any occurrence that might give rise to a claim for damages growing out of the use of said facility by any such person.

### **OTHER CONSIDERATIONS**

A) There will be no disruption of public service, B) All equipment will be hand held or bodily portable (i.e. tripod), C) Park facilities and grounds may not be modified, D) Group will be responsible for litter pick-up and removal in area used, and E) Group will be responsible for coordinating date/time/use through the facility manager of staffed parks and through the Revenue Facilities Supervisor for non-staffed parks.