



**CITY OF OTTUMWA
PARK USAGE APPLICATION**

Date: _____

Organization: _____

Contact Person: _____ **Home Phone:** _____

Address: _____ **Business Phone:** _____

City: _____

Date Requested: _____

Park or Area Requested: _____

Time Requested: (Include set-up and cleanup time) From: _____ **to** _____

Purpose of Use: _____

Estimated Attendance: _____

Will alcoholic beverages be served? Yes: ___ No: ___ (Damage deposit required if using Jimmy Jones Shelter)

Will anything be sold? (food, beverages, etc.) Yes: ___ No: ___ (If yes, vendors and concessionaries are required to obtain a food permit from the Health Department and a Transient Merchant License from the City Clerk's office.)

List items or equipment needed for event: _____

List any items or materials to be brought on park grounds: _____

Departmental Approvals of Application:

Park Director Signature and/or Comments: _____

Police Department Signature and/or Comments: _____

Public Works Department Signature and/or Comments: _____

Risk Manager Signature and/or Comments: _____

Approved by City Administrator: _____

Date: _____

JIMMY JONES SHELTER REGULATIONS

1. Reservations: The shelter is available for reservation. Reservation for the use of the shelter shall be made through the Park Department. Organization/user must sign copy of Park Usage Application and Jimmy Jones Shelter regulations. Telephone number 682-8208 or 682-7873. Office hours are Monday through Friday from 8am to 2pm.
2. Insurance Requirement. If required, submit a certificate of insurance liability, bodily injury, and property damage satisfactory to the City in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit. The City of Ottumwa must be named as an additional insured to the certificate of insurance. Regardless of insurance, organization/user hereby understands and agrees to indemnify and hold harmless the City of Ottumwa, its agents, employees, against damage resulting out of use of said facility. Proof of insurance should be given to the City Clerk. Insurance will be required when holding public events, celebrations and/or activities.
3. Alcohol: Beer is allowed but no hard liquors.
4. Cleanup/Maintenance: Organization/user is solely responsible for the clean up of the shelter after the use. Upon failure of user to perform cleanup after use; the City will do so at the expense of the user. Users of the shelter will be responsible for any damage to/or destruction of the facility that occurs during their use. The user is responsible to see that all signs placed at or near the shelter are removed within 24 hours after the event.
5. Approval of Shelter house and Access Usage Plans: All props, materials, and items brought on to the shelter house and surrounding area shall be approved by the Park and Recreation Director before permitted on the grounds. Under no circumstances shall any user/organization construct, alter, dig or remove any items from the shelter house or park grounds without approval from the Park and Recreation Director. Items, which may have an adverse effect on the shelter house or surrounding area, may be prohibited or restrictions may be placed on the location of such items. Examples of such items are dunk tanks, barbecue grills or pits, and beer kegs.
6. Termination: City reserves the right to immediately terminate the use of the facility for the violation of the rules.
7. You must call Iowa One Call before digging holes or pounding posts in the ground. 1-800-292-8989.

Jimmy Jones Shelter Fee Schedule

1. Meetings, reunions, picnics, weddings, and celebrations for a period of 6 hours or less: \$50.
2. Meetings, reunions, picnics, weddings, celebrations for a period of more than 6 hours: \$100.
3. A \$50 damage/cleanup deposit fee will also be charged. The deposit will be returned "if" area is cleaned and no damage to the shelter house or surrounding area is evident, less \$15 per day if needed for removal of the trash collected in containers and cleaning of the restrooms. The amount refunded may be further reduced for any additional cleaning, trash pick-up or damage repairs necessary after the event if needed.

CITY OF OTTUMWA HOLD HARMLESS AGREEMENT

I/We agree to indemnify and hold harmless the City of Ottumwa, its agents, employees, or any other person against loss or expense, including attorneyfees, by reason of the liability imposed by law upon the City of Ottumwa for damage because of bodily injury, including death at any time resulting there from, sustained by any person or person, or on account of damage to property arising out of, or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any negligence of the City, its employees or agents or any other person. It is further understood and agreed that I/We shall, at the option of the City, defend the City of Ottumwa with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

The named Organization/User has permission to said project providing the signing of this statement, and providing that I/We submit a Certificate of Insurance for Liability, Bodily Injury, and Property Damage satisfactory to the City of Ottumwa in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence, or aggregate limit or \$1,000,000 combined single limit. The City of Ottumwa must be included as an additional insured to the Certificate of Insurance.

I, the undersigned person, do hereby state that I have read the above requirements for the Shelter Requirements, the Hold Harmless Agreement and have provided the Insurance Certificate Requirements, and that I am the designated person responsible for the Shelter.

Signature _____

Date _____