Commercial Gym & Fitness Establishments Park Rental Questionnaire

The Parks, Recreation & Community Services (PRCS) Department may issue Commercial Gym & Fitness Establishments (CGFE) Permits to Culver City businesses, subject to the approval of the PRCS Director (or designee), and in accordance with the August 13, 2020 Twenty-Third Supplement to Public Order, as amended or extended, and the standards set by the State of California, Los Angeles County Public Health, and in compliance with City written guidance and best practices defined by Los Angeles County Public Health. CGFE Permits may be issued for activity conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday, Sunday 9:00 a.m. to 8:00 p.m. based on available space. If necessary, priority will be provided to Culver City (CC) Businesses with the longest tenure. CGFE applicants will be required to provide the following before a permit is issued:

1. A current copy of their CC business license;
2. A signed Release, Waiver, Assumption of Risk and Indemnity and Hold Harmless Agreement;
3. A copy of their General Liability Insurance and Name the City as Additionally Insured per the Release, Waiver, Assumption of Risk and Indemnity, and Hold Harmless Agreement;

Applicant Information

BUSINESS NAME: ______________________________________________________

ARE YOU A 501(C)3? Yes □ No □

EIN:  ____________________________________

ADDRESS: ___________________________________________________________

CITY: ________________________________ ZIP: ___________________________

CONTACT: ____________________________________________________

PHONE: (___) ____________ CELL: (___) ____________ FAX: (___) _____________

EMAIL ADDRESS: ___________________________________________________

WEBSITE ADDRESS: ________________________________________________

LIST INSTRUCTORS FOR THIS BUSINESS (maximum 4 plus permittee)

1. (Permittee) _______________________________________________________
2. _________________________________________________________________
3. _________________________________________________________________
4. _________________________________________________________________

Type of activity: ________________________________________________________

Requested Start Date: __________________________________________________________________________

Requested Rental Days of the Week:

☐ Monday: ☐ Tuesday: ☐ Wednesday: ☐ Thursday:

☐ Friday: ☐ Saturday: ☐ Sunday:

Requested Time: __________________________________________________________________________

1 http://publichealth.lacounty.gov/media/Coronavirus
Start Time: ____________________ End Time: ____________________
Please consider factoring in half-hour prep & clean-up time to your rental.

Size of Class:
- □ Small Group Instruction (1 - 6 participants excluding instructor[s])
- □ Medium Group Instruction (7 - 14 participants excluding instructor[s])
- □ Large Group Instruction (~21 + participants excluding instructor[s])

Amplified Sound System to be Used: ______________________________________

Identify your PRCS Park preference by ranking 1 highest to 9 lowest. There are no guarantees to a specific Park site due to existing limitations. PRCS placement decision is final and CGFE are prohibited in City parks not listed.

<table>
<thead>
<tr>
<th>Park Name</th>
<th>Ranking</th>
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<tbody>
<tr>
<td>Carlson</td>
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<tr>
<td>Culver City</td>
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<tr>
<td>Culver West Alex</td>
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<td>El Marino</td>
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<td>Fox Hills</td>
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<td>Lindberg</td>
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<td>Syd Kronenthal</td>
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<td>Tellefson</td>
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<tr>
<td>Veterans Memorial</td>
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</tbody>
</table>

Submit completed applications by:
Email: arames.white-shearin@culvercity.org and info.recreation@culvercity.org
Fax: (310) 253-6666
Mailing: City of Culver City PRCS Department
         4117 Overland Avenue
         Culver City, CA 90230
         Attn: Arames White-Shearin

I, representing the CGFE, hereby certify the information on this application is true and correct, and that I have read and agree to abide by the permit requirements, rules and all other conditions set forth herein. The PRCS Department reserves the right to terminate any CGFE Permit immediately, without notice, if it is determined that the applicant has provided false or misleading information, or if the outdoor use is creating a hazard to public health or safety.

__________________________________________  _______________________
Signature                                      Date

__________________________________________  _______________________
Print Name                                      Title
RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY, AND HOLD HARMLESS AGREEMENT

In consideration of the City of Culver City allowing Permittee to use Culver City park facilities (“Park Use”) to conduct the Commercial Gym & Fitness Establishments identified in this Permit (collectively, “Commercial Activities”), Permittee hereby agrees to the following terms and conditions:

1. Permittee hereby releases, waives and discharges any and all claims or rights to claims for damages for death, personal injury or property damage, including any exposure, personal injury, illness, death, quarantine, or isolation from COVID-19, which Permittee may have or which may hereafter accrue to Permittee, as a result of Permittee’s Park Use and Commercial Activities. This Release is intended to discharge in advance the City of Culver City (“City”), any involved municipalities or other public entities, as well as their respective officials, employees, executives and agents (“Releasees”), from and against any and all liability arising out of or connected in any way with Permittee’s Park Use and Commercial Activities, even though that liability may arise out of negligence or carelessness on the part of the Releasees.

2. Permittee understands that its Park Use and Commercial Activities, by their very nature, include inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, that serious accidents may occur during Permittee’s Park Use and Commercial Activities, and that Permittee may sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of Permittee’s Park Use and Commercial Activities, including any exposure to COVID-19 that may occur as a result of Park Use and Commercial Activities, nevertheless, Permittee agrees to assume those risks and to release and hold harmless Releasees who, through negligence or carelessness, might otherwise be liable to Permittee, or Permittee’s successors or assigns for damages.

3. This Release extends to all rights, demands, liabilities, obligations, claims or causes of action, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which result from or in any manner relate to Permittee’s Park Use and Commercial Activities. Permittee further expressly agrees to waive all of Permittee’s rights under California Civil Code Section 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

4. To the fullest extent permitted by law, Permittee shall indemnify, defend and hold harmless the City of Culver City, members of its City Council, its boards and
commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, reasonable attorneys' fees and judgments arising out of or in any manner related to Permittee’s Park Use and Commercial Activities. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Permittee agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require Permittee to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Permittee of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Permittee, City or any Indemnitee.

The duty to defend shall be at Permittee’s sole cost and expense, with legal counsel approved by City. If City elects to provide its own defense, Permittee shall reimburse City for any expenditures, including reasonable attorneys’ fees and costs related to such defense.

5. Permittee Insurance Requirements. Without limiting its obligations pursuant to Section 4 above, Permittee shall procure and maintain, at Permittee’s sole cost and expense and for the duration of this Permit, the following insurance coverage:

A. Policy Requirements.

Permittee shall submit duly executed certificates of insurance for the following:

i. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars ($1,000,000) each occurrence, with not less than Two Million Dollars ($2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the
context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance, commercial liability insurance, or any pooled risk arrangements;

b. The policy shall provide $1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;

c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Permittee's obligation to indemnify the Indemnitees as required under Section 4, herein above;

d. The Policy shall not exclude coverage for Completed Operations, Hazards or Athletic or Sports Participants; and

e. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as additional insureds in an endorsement to the Policy, which shall be provided to the City and approved by the City Attorney.

B. Workers’ Compensation Insurance. Permittee shall maintain Workers’ Compensation Insurance, statutory limits, and Employer’s Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

C. Waiver by City. City may waive one or more of the coverages listed in Section 5.A, above. This waiver must be express and in writing, and will only be made upon a showing by the Permittee that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

D. Additional Insurance Requirements.

i. All insurance listed in Section 5.A, above, shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-:VIII or better in the current Best's Insurance Reports.
ii. Permittee shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Section 5.A, above, or a minimum of ten (10) days’ notice for cancellation due to non-payment.

iii. City may increase the scope or dollar amount of coverage required under any of the policies described in this Section 5, or may require different or additional coverages, upon prior written notice Permittee.

6. It is further understood and agreed that this Release, Waiver, Assumption of Risk and Indemnity agreement shall be binding on my heirs, successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed on this ___ day of ________________, 20__.

Applicant Signature: ___________________________ Date: __________________
Commercial Gym & Fitness Establishments (CGFE) PERMIT REQUIREMENTS AND RULES

Permit Requirements:

Permittee must provide the following documentation prior to Permit execution:

- Completed and Executed Commercial Gym & Fitness Establishments (CGFE) Application Form
- Proof of General Liability Insurance as stated under Permittee Insurance Requirements including “Additionally Insured Endorsement Form”
- Workers’ Compensation Coverage Exemption Form, if Applicable
- Executed RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY, AND HOLD HARMLESS AGREEMENT
- Provide a copy of current Culver City Business License
- Full payment of required permit fee(s)

A City authorized permit is required to conduct Commercial Gym & Fitness Establishments (CGFE) class for compensation in City in outdoor park space pursuant to the August 13, 2020 Twenty-Third Supplement to Public Order, as amended or extended.

Permit Rules:

1. Permittee shall abide by any and all rules and regulations of the City, including those pertaining to physical distancing, face coverings, and infection control protocols. Permittee shall comply with all official orders and rules and regulations related to COVID-19 that are in place for the City of Culver City, Los Angeles County and the State of California, and further will comply with any revised City of Culver City, Los Angeles County, and State of California Orders, protocols and regulations that may be issued at any time.

2. Operate CGFE Class within the Size Definitions.

3. Only conduct approved CGFE Class in approved City Park Site.

4. A maximum of four approved instructors are allowed per permit including the Permittee.

5. Permits issued for Commercial Gym & Fitness Establishments (CGFE) class for compensation shall become invalid if the permittee fails to:
   - pay all applicable City fees and charges;
   - maintain a current and valid general liability insurance policy as required by the City (See Permittee Insurance Requirements above);
• execute the required Release, Waiver, Assumption of the Risk and Indemnity Agreement;
• operate in compliance with all provisions of this Permit and the Release, Waiver, Assumption of the Risk and Indemnity Agreement; and
• adhere to approved permitted hours at any City park facility.

6. Permits issued for CGFE class for compensation shall immediately terminate if:
• State, County or City public orders are amended to prohibit outdoor activities; or
• Field is closed or other city functions.

7. Permittee must visibly display approved permit at all times while conducting CGFE Class. Permit must be made available for immediate inspection by any authorized City staff who is required to inspect for the purpose of enforcing compliance with any Permit condition, ordinance or rule.

8. Permits are non-transferable.

9. Permittee shall follow City staff instructions in setting up or relocating CGFE Class, in order to avoid damage to City facilities or turf areas, and to avoid interference with maintenance activities and closures including but not limited to closures related to rain events – Culver City Municipal Code (CCMC) Section 9.10.200.

10. Permittee shall not operate within 10 feet of any tree trunk, and shall, at all times, ensure that participants, students, fitness equipment or personal belongings are at least 10 feet away from tree trunks – CCMC Section 9.10.200.

11. Permittee shall conduct CGFE Class only during approved permitted times.

12. Permittee shall not reserve or hold any space in any park or parking lot outside the approved CGFE Class times.

13. City will keep Permittee’s CGFE Class at least 200 feet away from all City operated Programs.

14. Permittee shall only use pre-approved amplification equipment and/or noise makers.

15. Permittee and/or their Approved Instructors shall not ask park or parking lot users to relocate outside of CGFE Class permitted space.

16. Permittee and/or their Approved Instructors shall relocate to accommodate City permitted activities, including City approved Community Events and City approved Filming.
17. Permittee shall not display, place or distribute, or cause the display, placement or distribution of, any commercial advertising or signage, including but not limited to cards, flyers, brochures, signs or banners, in any City park or park parking lots.

18. Park equipment and installations, including but not limited to light poles, drinking fountains, public art, bleachers, pergolas, picnic tables, benches, railings, fencing, signs, bike racks, and barbeque grills, shall not be used for exercise activity, except for equipment specifically designated by signage for exercising – CCMC Section 9.10.200.

19. Permittee and/or their Approved Instructors shall not place any equipment or object used for fitness or athletic activity weighing more than 25 pounds within any City park without prior authorization by the PRCS Director or designee.

20. A separate City Contract Agreement is required for basketball, volleyball, paddle tennis or tennis instruction for compensation.

21. NO DOGS OR ANIMALS IN CULVER CITY PARKS pursuant to CCMC Sections 9.10.400 and 9.10.600, WITHOUT PERMISSION FROM CITY COUNCIL. Service animals exempt.

22. No gambling – CCMC Section 9.10.055.

23. Smoking prohibited in parks and recreation areas – CCMC Section 9.10.500

24. The use of non-recyclable plastic food and polystyrene (“Styrofoam”) containers are prohibited—Culver City Ordinance No 2017-008.

25. Permittee, their approved instructors and participants must abide by the “Bullying Free Environment” on PRCS Parks & Facilities per Resolution No. 2015-R002A, and shall abide by the following Code of Conduct:

- Permittee shall be respectful of park users;
- Permittee shall be respectful of City staff;
- Permittee shall be respectful of other permittees, City contract instructors and their respective clients;
- Permittee shall be respectful of residents and businesses; and

Permit Revocation and Penalties:

Per the August 13, 2020 Twenty-Third Supplement to Public Order, any violation of this Permit shall be deemed to be a violation of the August 13, 2020 Public Order and may be enforced under the Culver City Municipal Code, which provides for fines not to exceed $1,000 or imprisonment not to exceed six months.
Destruction, removal or injury to any park facility or park foliage may require restitution in an amount necessary to reimburse the City for investigative costs and for the value of the item or material destroyed, defaced, removed or damaged, as well as labor costs required to replant or restore the area, item or material affected.

The City may revoke, suspend or deny the issuance of a permit if the Permittee or applicant, as applicable, has violated any condition of this Permit, or any applicable City, state or federal laws, rules or regulations.

(For Office Use Only)
APPLICATION RECEIVED BY: ______________________ DATE: ______________
☐ Proof of Insurance: Expiration Date __________________
☐ Additional Insured Endorsement: Expiration Date __________________
☐ Workers’ Compensation Coverage Exemption Form, if Applicable
☐ Release, Waiver, Assumption of Risk and Indemnity Agreement; Signed & Dated
☐ Culver City Business License; Copy on File & Current
☐ Permit Fee Paid
☐ Permit Number Issued: _______