



# Conejo Recreation & Park District

## Application for Indoor Rental Permit – Borchard Community Center

### Applicant Information

Name of Patron / Organization: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

### Reservation Details (One-Time Rental) Contact the Center Supervisor for Recurring Rentals

Type of Event / Activity: \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Preferred Room(s): ☐ Gym + Kitchen ☐ Gym Only ☐ Lounge ☐ Activity Room ☐ Total Indoor Facility

Date(s) Requested: \_\_\_\_\_ Day(s) of the Week: \_\_\_\_\_

### Time of Reservation (4-Hour Minimum) No Early Entry

Set-Up Time: From \_\_\_\_\_ To \_\_\_\_\_ (1-Hour Minimum)

Program Time: From \_\_\_\_\_ To \_\_\_\_\_ (Actual Event Time)

Clean-Up Time: From \_\_\_\_\_ To \_\_\_\_\_ (1-Hour Minimum) Total Hours: \_\_\_\_\_

### Additional Considerations

Will you be decorating the venue: ☐ No ☐ Yes – Details: \_\_\_\_\_

Will the event be open to the public? ☐ No ☐ Yes

❖ Any marketing for the event must state "Not affiliated with CRPD" and may not use any CRPD logos or imagery.

Will admission be charged (or will donations be required)? ☐ No ☐ Yes – Amount: \$ \_\_\_\_\_

❖ If so, how are the proceeds to be used? \_\_\_\_\_

Will alcohol be served? ☐ No ☐ Yes; For Free ☐ Yes; For Sale (A valid ABC License is required if alcohol will be sold.)

Will any outside vendors (caterers, attractions, etc.) be used? ☐ No ☐ Yes – Type: \_\_\_\_\_

❖ All outside vendors (including caterers, attractions, and other businesses or organizations) are required to provide a *Certificate of Liability Insurance* and *Additional Insured Endorsement* naming the Conejo Recreation & Park District as additional insured. The permittee is responsible for collecting both of these documents from all outside vendors attending the event and to have these documents available for review by CRPD staff.

## Rental Fees & Requirements – Borchard Community Center

Hourly Rental Fees Room / Area (Max Capacity)	Class 4 In-District Residents *	Class 6 Out-of-District Residents	Class 3 Non-Profit / Government
Total Indoor Facility (Max: 300)	\$143.60	\$215.40	\$107.70
Gym + Kitchen (Max: 200)	\$86.80	\$130.20	\$65.10
Gym (Max: 200)	\$61.20	\$91.80	\$45.90
Lounge (Max: 50)	\$43.20	\$64.80	\$32.40
Activity Rooms (Max: 50)	\$25.60	\$38.40	\$19.20
<b>Fees &amp; Refundable Deposits</b> (Refundable Deposits will be returned to permittee if the facility is left clean and without damage.)			
Application Fee (Non-Refundable)	\$15	Alcohol Deposit	\$150
Gym Rental Deposit	\$350	Gym Floor Cleaning Deposit	\$250
Activity Room Rental Deposit	\$100	Activity Room Floor Cleaning Deposit	\$125
CRPD Facility Attendant (or Recreation Leader) On-Site (Hourly Rate; See Staffing Requirements Below)			\$24

\* In-District Residents rate applies to residents of Thousand Oaks, Newbury Park, and the Ventura County portion of Westlake Village.

### Staffing and Security Requirements

- One CRPD Facility Attendant is required for the duration of the event for every 100 people in attendance.
- An additional CRPD Facility Attendant is required for permits running past 7:00pm (with a 3-hour minimum).
- CRPD staff will determine which facility doors remain open, closed, or locked for safety and/or noise concerns.
- For parties over 100 people and serving food and/or alcohol, a minimum 2-hour clean-up period is required.
- For parties with alcohol, one security guard per 50 people in attendance is required.

Applicant Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

FOR OFFICE USE ONLY			
Date Received: _____		Date Entered in Reservations: _____	
Permit No.: _____			
<input type="checkbox"/> Application Fee Paid	<input type="checkbox"/> Rental Deposits Paid	<input type="checkbox"/> Insurance Received	<input type="checkbox"/> All Fees Paid In-Full
CRPD Facility Attendant Scheduled: <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Room Setup Templates Received: <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
Daily Alcohol Sale Permit Received: <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Security Guard Contract Received: <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
Pre-Event Walkthrough Date: _____		Staff: _____	Concerns: <input type="checkbox"/> No <input type="checkbox"/> Yes *
Post-Event Walkthrough Date: _____		Staff: _____	Concerns: <input type="checkbox"/> No <input type="checkbox"/> Yes *
Rental Deposits Refunded: <input type="checkbox"/> Full Refund <input type="checkbox"/> Partial Refund; Amount Withheld: \$_____ <input type="checkbox"/> No Refund			

\* Concerns from either walkthrough should be documented, photographed, and reported to the Recreation Supervisor or Coordinator immediately.



# Conejo Recreation & Park District

## Rules and Regulations for Indoor Facility Rentals

**THE GENERAL MANAGER** reserves the right to cancel any application upon one week's notice (Article IV § 401).

**PERMITS MAY BE REVOKED** immediately—and all fees may be withheld—if the permittee or a guest in attendance willfully violates any rule or regulation established by CRPD or is found to have made false statements on the reservation application including, but not limited to, event attendance exceeding the amount listed on the application and/or room capacity.

**ALCOHOL** is not permitted at youth-oriented functions and may not be served to anyone under 21 years old.

- If alcohol will be served, one security guard is required for every 50 people in attendance, at least 30 minutes before and 30 minutes after serving. A security contract must be turned in at least 30 days prior to the event.
- If alcohol will be sold, or an admission fee is charged and alcohol is served, a daily sales permit must be obtained through the CA Dept. of Alcohol Beverage Control and turned in at least 10 days prior to the event.
- An event may not last longer than six hours or run later than 11:00pm if alcohol is being served at any point.
- Alcohol may only be served from the approved, designated bar area and may only be consumed inside the facility. All glass, including drinking glasses and beer bottles, must remain within the designated bar area. Only individual servings are allowed; bottles and/or buckets with bottles or cans may not be left on tables.

**DECORATIONS** must not cover or block fire extinguishers, exit signs, light switches, or doorways. Painter's tape may be used to hang or attach decorations. Any other type of adhesive or hardware including tacks, staples, or nails is prohibited. Decorations must be removed by the permittee at the end of the event.

**ROOM SET-UP** details must be submitted at least 30 days prior to the event. Room Set-Up templates are available.

**APPLICATION FEE & DEPOSITS** must be paid in-full when submitting the application. The application fee is non-refundable. Any refundable deposits will be returned within 10 business days of the event if the facility and the surrounding area are left clean and in the same condition they were found. A facility inspection must be conducted with CRPD staff before the event begins and also at the conclusion of the event. Failure to leave the facility and the surrounding area clean and undamaged may result in the forfeiture of all deposits.

**ALL REMAINING RENTAL FEES** must be paid in-full at least 30 days prior to the event.

**CANCELLATIONS** must be submitted to the office in writing. Requests for refunds will be granted as follows:

- A full refund, less the application fee, will be given if notice is received at least 45 days prior to the event date.
- A refund, less the application fee and deposits, will be given if notice is received less than 45 days prior.
- All fees will be withheld, including any refundable deposits, if the permittee fails to appear without notice.
- Any insurance fees paid to CRPD (if applicable) are non-refundable.

**PERMIT CHANGES** must be submitted at least 14 days prior to the event and require Center Supervisor approval.

**PERMITTEE RESPONSIBILITIES** include supervising children present, beginning and ending the event at the permitted times, and cleaning up the rental area, including picking up any trash and removing all decorations and signs.

**I hereby acknowledge that I have read, understood, and agree to the Rules and Regulations outlined above.**

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Full Name of Applicant

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Signature of Applicant

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Date Submitted



# Conejo Recreation & Park District

## Waiver, Consent, and Hold Harmless Agreement

I acknowledge and understand that the Borchard Community Center (190 N Reino Dr., Newbury Park, CA 91320)  
Location(s) & Facility Name(s)

facility(s) is/are being provided for the conduct of a \_\_\_\_\_  
Type of Event

The above facility is subject to wear and tear, deterioration, and abuse. The outdoor portion of the facility is subject to the effects of weather and the forces of nature. It is recognized that the outdoor facilities are subject to animal and human damage and erosion, that the surface of such facilities may be uneven, defective or contain foreign objects. The Conejo Recreation & Park District (herein referred to as "CRPD") will within the reasonable constraints of its facilities and budget, perform necessary maintenance on the facility. The undersigned agrees to carefully inspect and satisfy for him or her that the facilities provided are reasonably safe for their intended use. Once having conducted such inspection the undersigned agrees that he or she expressly assumes the risk of any defect in the premises herein occasioned by the want of inspection, maintenance and warning. The undersigned releases, waives, holds harmless and discharges CRPD from any and all liability or responsibility which arises out of the use of or the conditions of the premises herein. The undersigned agrees to be solely responsible for and all liability, claims, loss, damage, costs and expenses, including attorneys' fees arising out of or resulting from any injury to persons or damage to property which arise out of its use of CRPD facilities. The undersigned shall indemnify, defend, and hold harmless CRPD, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the undersigned's use or occupancy of a facility or property controlled by CRPD, unless solely caused by the gross negligence or willful misconduct of CRPD, its officers, employees, or agents.

### Compliance with All Applicable Law, Rules, & Regulations

The undersigned shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The undersigned also agrees to abide by all applicable local, state, and federal accessibility standards and regulations. The undersigned further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. CRPD reserves the right to immediately revoke the undersigned's right to use of the facility under this agreement should the undersigned fail to comply with any provision of this section.

### Force Majeure Events

Notwithstanding anything to the contrary contained in this agreement, the CRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The undersigned waives any right of recovery against CRPD and the City, and the undersigned shall not charge results of "acts of God" to CRPD, its officers, employees, or agents.

I hereby acknowledge that I have read, understood, and agree to the terms of the above agreement, and I understand that it includes, but is not limited to, the permitted date(s) and any additional date(s) the parties may jointly agree to.

\_\_\_\_\_  
Full Name of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date Submitted



# Conejo Recreation & Park District

## Insurance Requirements for Facility Rentals

A Certificate of Liability Insurance and an Additional Insured Endorsement naming the Conejo Recreation & Park District (CRPD) as additional insureds must be provided at least 10 days prior to the event. Insurance is also required of any caterers, vendors, organizations, security, or other businesses present during the event, including the set-up and clean-up times.

The permittee shall procure and maintain commercial liability insurance with coverage at least as broad as Insurance Services Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name "The Conejo Recreation & Park District, its officers, employees, agents, and volunteers" as additional insureds prior to the use of the facility. Permittee shall file such certificates of such insurance with CRPD, which shall be endorsed to provide thirty (30) days' notice to CRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, CRPD may deny access to the facility.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an Assigned Policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CRPD's Risk Manager.

Requirements of specific coverage features, or limits contained in this regulation are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If the permittee maintains higher limits than the minimums shown above, CRPD requires and shall be entitled to coverage for the higher limits maintained by the permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CRPD.

### Special Event Liability Insurance Information

The State of California maintains a List of Approved Surplus Line Insurers. Ask your agent, broker, or "Surplus Line" broker if the insurer is on that list, or view that list on the CA Department of Insurance Website: [www.insurance.ca.gov](http://www.insurance.ca.gov)

The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "Surplus Line" broker or contact the California Department of Insurance at the following toll-free number: 1-800-927-4357. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also contact the National Association of Insurance Commissioners by visiting their website: [www.naic.org](http://www.naic.org)

I hereby acknowledge that I have read, understood, and agree to the Insurance Requirements outlined above.

\_\_\_\_\_  
Full Name of Applicant

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date Submitted



# Conejo Recreation & Park District

## Insurance Requirements for Rentals

**Give this document to your (or your organization's) insurance agent.**

A current Certificate of Liability Insurance and Additional Insured Endorsement must be received by the Conejo Recreation & Park District at least ten (10) business days prior to the permit date.

- An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against the Conejo Recreation & Park District.
- Renters who have employees are required to carry worker's compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**
  - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- Minimum liability limits are as follows:
  - \$2,000,000      General Aggregate
  - \$1,000,000      Per Occurrence
  - \$1,000,000      Automotive
- Umbrella or Excess Liability insurance is acceptable to fulfill the required liability limits.

**Continued on Next Page**



# Conejo Recreation & Park District

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- **Products Completed-Operations Coverage:** Vendors such as caterers or attractions shall obtain and maintain a policy covering Products Completed-Operations with a limit of no less than \$1,000,000 per occurrence or claim.
- **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage \$2,000,000 per occurrence and \$4,000,000 in general aggregate.**
- **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
- The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

Conejo Recreation & Park District  
its Directors, Officers, Agents,  
Volunteers, and Employees  
403 W. Hillcrest Drive,  
Thousand Oaks, CA 91360
- **Cancellation Clause** must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."
- No blanket endorsements will be accepted.



# Sample Certificate of Liability Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Insurance Agent Street Address City, State, Zip	CONTACT NAME: Rental User Group	FAX (A/C, No):
	PHONE (A/C, No, Ext): 555-555-5555	E-MAIL ADDRESS: email@domain.com
INSURED  Rental User Group Street Address City, State, Zip	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Insurance Company Name	NAIC # 00000
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES** CERTIFICATE NUMBER: 00000 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	CGL123456	01/01/2024	12/31/2024	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000.00
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AUTO12345	01/01/2024	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
A	Sexual Abuse & Molestation (Required if minors will be present.)	Y		SAM123456	01/01/2024	12/31/2024	EACH OCCURRENCE \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Description of activity, specific location, and date(s).

\* Renters who have employees are required to carry worker's compensation and have an agreement/ endorsement of waiver of subrogation for workers' compensation for employee injury/illness.

\*\* If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. Minimum coverage \$2,000,000 per occurrence and \$4,000,000 in general aggregate.

<b>CERTIFICATE HOLDER</b>  Conejo Recreation & Park District its Directors, Officers, Agents, Volunteers, and Employees 403 W. Hillcrest Drive Thousand Oaks, CA 91360	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Signature of Authorized Representative
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ACORD 25 (2016/03)

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## Sample Additional Insured Endorsement

POLICY NUMBER: 00000

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Conejo Recreation & Park District  
its Directors, Officers, Agents,  
Volunteers, and Employees  
403 W. Hillcrest Drive  
Thousand Oaks, CA 91360

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## Sample Waiver of Transfer of Rights of Recovery Endorsement

POLICY NUMBER: 00000

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Person Or Organization:

Conejo Recreation & Park District

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## Sample Primary and Noncontributory Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.