

FACILITY RESERVATIONS
Indoor Only

Rental Date: ____ / ____ / ____ # of People: _____

Name: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Facility(s): _____ Hours of Use: _____ to _____

Facility(s): _____ Hours of Use: _____ to _____

Facility(s): _____ Hours of Use: _____ to _____

Purpose of Event: _____

Serving Alcohol? Y N

If yes, a permit request must be completed and a \$40 fee will be added. See reverse side.

Amplified Music? Y N

If yes, a permit request must be completed. See reverse side.

Rental Fee(s): _____

Security Deposit: _____

Out of District Fee - \$52.50 Y N

Circle One: Custodial Fee = \$42 Set up/take down = \$101.50

Alcohol Permit Fee - \$41.50

Total Fees: _____

Amenities: Please indicate which item & quantity tables.

Tables: 5'(round) _____ 6'(rectangle) _____ Chairs: _____

Additional Requests: _____

Signature: _____

Group A/B	Group C/D		
Date:	Initials:	Receipt:	cc/cash/check

Auburn Area Recreation and Park District
Special Permit Request

Rental Date(s): _____
Name/Organization: _____
Address: _____
City: _____ State: _____ Zip: _____ # Guests: _____
Home #: _____ Work #: _____
Facility: _____ Location: _____
Hours of Use: _____ to _____ AARPD Ordinance 1 Section: _____
Purpose of Event: _____

Option 1: Alcohol Permit (\$41.50) Y N

Option 2: Music Permit Y N

Amplified music will only be played during the hours agreed upon in this contract. Music will be played at an acceptable level; doors and windows must be kept closed while music is being played. Should any of the neighbors or park personnel request that the noise (decibel level) be turned down, I (and my group) will comply immediately. Failure to comply may result in the immediate cancellation of the rental/event and the involvement of law enforcement. No refunds will be issued for cancellations due to failure to comply. _____ Renters Initials

Printed Name: _____ Signature: _____

Option 3: bounce house other

Description: _____

Any complaints filed with ARD will result in cancellation or non-scheduling of future events for me and/or my organization.

Printed Name

Signature

Date

Administrative use only

Issued by: _____ Date: _____ District Administrator: _____

This permit waives the renter's obligation to adhere to the above section of Ordinance 1 for the stated purpose, but it does not waive the renter's obligation to follow regulations set by the county and state or waive Alcohol & Beverages Control Regulations.

PERMIT/FACILITY USE AGREEMENT

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless the Auburn Recreation District (ARD), 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 **(USER/RENTER)**'s use or occupancy of a facility or property controlled by ARD, unless solely caused by the gross negligence or willful misconduct of ARD, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office 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
 - a. Such insurance shall name ARD, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with ARD, which shall be endorsed to provide thirty (30) days' notice to ARD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, ARD may deny access to the facility.
 - b. 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 ARD's self-insurance pool.
 - c. Requirements of specific coverage features or limits contained in this Section 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 **(USER/RENTER)** maintains higher limits than the minimums shown above, ARD requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ARD.

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The **(USER/RENTER)** 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.
4. ARD reserves the right to immediately revoke **(USER/RENTER)**'s right to use of the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this section.

D. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, ARD 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 (USER/RENTER) waives any right of recovery against ARD and the (USER/RENTER) shall not charge results of "acts of God" to ARD, its officers, employees, or agents.

RULES AND REGULATIONS

1. Reservations will be taken on a first come, first served basis at the Recreation District Office, 123 Recreation Dr., Auburn, CA 95603 (530-885-8461) Monday through Friday, 9:00 am – 5:00 pm. Inquiries can be made in person or by telephone. Inquiries are not confirmed reservations
2. All fees must be paid in full upon reserving the facility.
3. Reservations may be placed up to, but not more than, one year in advance, with the exception of fee waiver requests.
4. All events must end (including clean-up time) by 8:00 pm on weeknights, and 10:00 pm on weekends, unless the renter obtains a special permit from the District which states otherwise. **SUNDAY THROUGH THURSDAY ARE CONSIDERED WEEKDAYS OR WEEKNIGHTS, WHILE FRIDAY AND SATURDAY ARE CONSIDERED THE WEEKEND.**
5. Out of district residents, groups, organizations, and businesses will be charged our regular rates. Residents, because of their tax payments, contribute to our parks and will receive a discount.
6. There may be more than one activity going on at the same time on any given date.
7. The Responsible Party agrees to hold ARD harmless of any and all claims arising from their rental and further agrees to defend and pay any and all costs incurred by ARD as a result of any claims against the ARD existing from the rental and use of ARD's facilities.
8. A person who is at least 18 years of age must sign the rental agreement. If alcohol is to be served, a person who is a least 21 years of age must sign the rental agreement.
9. Groups of minors must have one (1) adult per twenty-five (25) minors. The usage agreement must be signed by one of the adults that will be supervising the activity.
10. ARD retains the right to cancel any rental/use of the facility for the purpose of conducting events, activities, emergency meeting or any other needs of ARD. In this event, the renter will receive a full refund of all monies paid for that rental. ARD will have no other obligations to the renter. The determination of what constitutes an emergency is at the discretion of the District Administrator.
11. Fees for the use of the facilities will be charged in accordance with the schedule established by ARD and the board of directors. All fees must be paid in full, at the time of reservation. In order to request a fee waiver, your group must be non-profit and in district boundaries; the event must be open to the general public and not for profit. All fee waiver request forms must be submitted to the Rental Committee 60 days in advance of the rental.
12. Failure to use reserved time will not constitute a refund. If you would like to add additional time to your rental you must do so one month in advance.
13. Your party or organization is required to provide proof of insurance covering the organization and endorsing ARD for the duration of time your party or organization will be using our facilities. This must be submitted to the office at least two weeks prior to your rental date.
14. Alcohol cannot be consumed outside of the designated areas without a permit. In the designated areas alcoholic beverages may be consumed when there is no monetary exchange for the beverage or when there is no admission charged to the event.
15. you must submit a request for a permit from the district for items such as amplified music or public address systems, jump houses, dunk tanks, alcohol consumption, etc. You may be required to provide insurance for them.
16. If you would like to pay for additional services, such as set-up and take down or field lining, you must submit your request at least five business days in advance. If you are requesting set up, this includes a diagram of how you would like the room prepared and applies to tables and chairs only; the renter must do the decorations and clean-up.
17. If, for any reason, your rental goes over the reserved time, you will be considered financially responsible for the additional use.

18. Under no circumstances shall the Responsible Party sublease or allow any other individual or organization to use the facility during the time and date for which they have reserved.
19. All vehicles must be parked in designated parking areas. Parking availability is not guaranteed and may be limited due to other events.
20. For events such as weddings, no rice or confetti is allowed in the parks. Birdseed or bubbles may be used in their place.
21. The customer's copy of the Rental Permit and any approved Special Request forms must be in the possession of the renter at all times during the use of the facility(s)
22. All decorations must be UL approved (flame retardant – only masking tape can be used) and must be removed after the function.
23. All candles must be completely enclosed in glass, or a non-flammable holder.
24. **For rentals involving the Canyon View Community Center, all forms of display must be kept inside of the facility agreed upon in the contract. No signs, decorations or balloons of any kind may be posted in the surrounding parking lot or neighborhood.**

INDOOR RENTALS

1. ARD's indoor facilities will not be available for rent on certain dates. Please contact the office for details.
2. Tables and chairs are available for indoor use only, and may not be taken outside for any reason. When setting up for your rental, please do not drag tables and chairs – lifting and carrying the equipment will assist in keeping the facility in prime condition.
3. ARD Staff will be on duty during the event. The attendant will open the facility, and provide information and direction. The ARD Staff will not be available to serve, decorate, or be involved in the event.
4. Alcoholic beverages may be consumed with a permit.
5. The ARD Staff is authorized to, and will, enforce all facility use rules and regulations. Storage is not available either before or after an event without prior arrangements.
6. **CLEAN UP:** The renting party is responsible for cleaning all facilities rented and must follow all rules as posted in each facility. Additional charges may apply if the clean up requirements are not met. The rental fees in no way include clean-up; this is the responsibility of the renter.
7. The kitchen is considered a separate facility and must be reserved and paid for if your party will be using it.
8. Smoking is not permitted inside any ARD buildings. Please use the proper containers in ARD's designated outside areas to discard cigarette butts.
9. Renters will be billed for any damages that exceed the deposit.

OUTDOOR RENTALS

1. The picnic tables can be reserved from sun-up to sundown at all parks.
2. Clean-up for outside rentals is the responsibility of the renting party. All tables must be cleared and all trash bagged and placed in the dumpsters or garbage cans. The renter must supply any additional garbage bags needed. All spills and excess debris must be cleared and all decorations taken down. Additional charges may apply if the clean-up requirements are not met.
3. Storage is not available either before or after an event.
4. A number or letter designates each picnic unit. The unit you rented will be specified on your permit. **YOU MAY NOT SUBSTITUTE OTHER UNITS OR FIELDS FOR WHAT YOU HAVE RESERVED.** Please make sure you are renting the area that you want. You should view the facility before reservation.
5. For General Rules pertaining to the District Facility: fires, firearms, weapons, fireworks, explosives, noise, amplified sounds, public use roads, non-public roads, skateboards, bicycles, animals, water activity, picnicking, waste liquids, gambling, etc., please ask to see Ordinance 1 section 5.
6. If an outdoor rental is rained out the renter must notify the office on the very next business day and the rental will be rescheduled at no cost. No refunds will be given.

Any infraction of these rules will be reviewed and subject to a penalty in which fees could be billed to the Organization.

Signature of organization representative.

Date

DISCLAIMERS

_____ Initial here that you have read the below statement.

X. Payment of Services Policies

D. ARD reservation refund policy: Cancellations of reservations will be subject to the following conditions and fees:

- 1. Cancellations or changes in a reservation made with at least 60 days notice will be offered a full refund or credit on account**
- 2. Cancellations or changes in a reservation made with 14 – 59 days notice will be offered a full credit on account.**
- 3. Cancellations or changes in a reservation made with less than 14 days notice will be subject to a 50% cancellation fee. The remaining balance will be credited on account.**

AGREEMENT AND INDEMNIFICATION

I hereby certify that I have read and understand the conditions (rules and regulations form) set for the by the Auburn Area Recreation and Park District governing the use of the property and items reserved on this permit. I and/or my organization will take full responsibility for seeing that the use of the facilities/areas by may party or the organization I represent is in full adherence and compliance with these conditions. I further agree to pay for any and all damages arising out of my party or the organization’s use of the facilities/ area/ I understand that payment for any such damages shall be due upon receipt of an itemized statement of the same.

User agrees to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorney’s fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the Districts facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District’s facilities.

MUSIC AND ALCOHOL POLICIES

Initial:

- _____ **Music and alcohol must be approved with a permit.**
- _____ **All music must be stopped by 10:00pm**
- _____ **All alcohol must be disposed of by 10:00 pm**
- _____ **Doors and windows must be kept closed while music is being played.**
- _____ **For OUTDOOR rentals, music can only be a hand-held, portable radio.**
- _____ **For OUTDOOR rentals, no bottles are allowed – all beverages must be in cans.**

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER & RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE AUBURN AREA PARK AND RECREATION DISTRICT, AND I SIGN IT OF MY OWN FREE WILL

SIGNATURE OF RESPONSIBLE PARTY: _____

Auburn Recreation District
123 Recreation Dr. Auburn, CA 95603

Phone: (530) 885-8461
Fax: (530) 823-0872

Credit Card Authorization Form: Facility Reservation Deposits

I _____ authorize the Auburn Recreation District to charge my
Please print clearly

Visa/Mastercard ending with the last four digits: _____

For up to \$400 as security deposit for cleanup or damages to any ARD facility caused by the responsible party during the rental period. The credit card number below will be shredded after the event.

Event Date: _____ Reserved Facility: _____

Signature

Date

Please fill out credit card information on the portion below. Once your card has been charged, the number will be shredded.

Street Address

City, Zip

Phone #

Number processed by: _____ Date: _____ Shredded: _____ Date: _____ Time: _____ Initial: _____

This portion of the form will be detached and shredded after the transaction is completed.

VISA – CC#: _____ Expiration Date: _____

Mastercard – CC#: _____ Expiration Date: _____

Auburn Recreation District
123 Recreation Dr. Auburn, CA 95603

Phone: (530) 885-8461
Fax: (530) 823-0872

Credit Card Authorization Form

I _____ authorize the Auburn Recreation District to charge my
Please print clearly

Visa/Mastercard ending with the last four digits: _____

For the Amount of: _____ *Security Code on back of card: _____

For the purpose of: _____ Date & Time: _____

Signature

Date

Please fill out credit card information on the portion below. Once your card has been charged, the number will be shredded.

Street Address

City, Zip

Phone #

Number processed by: _____ Date: _____ Shredded: _____ Date: _____ Time: _____ Initial: _____

This portion of the form will be detached and shredded after the transaction is completed.

VISA – CC#: _____ Expiration Date: _____

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