

PERMIT/FACILITY USE AGREEMENT

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless the Auburn Area Recreation and Park 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. DEFINING "FACILITY"

1. **Definition of Facility** – The term, "Facility," as used herein by ARD is intended to include the specific building, room, space, area, or field to be used by User as well as all common areas the parties may reasonably expect to be used as part of the use/activity contemplated herein including parking areas, sidewalks, adjacent grounds, or other areas/facilities used by the User of its officers, agents, employees, or participants/guests.

D. 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.

E. FORCE MAJEURE

_____ Initial here that you have read the below statement.

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 **USER/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, a 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 **USER/RENTER** would like to add additional time to a rental they must do so one month in advance.
13. **USER/RENTER** 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 ARD 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. **USER/RENTER** 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. **USER/RENTER** may be required to provide insurance for these added items.
16. **USER/RENTERS** interested in paying for additional services, such as set-up and take down or field lining, must submit a request at least five business days in advance. **USER/RENTER** should include a diagram of how to set up the room. This applies to tables and chairs only; the renter must do the decorations and clean-up.
17. If, for any reason, a rental goes over the reserved time **USER/RENTER** will be considered financially responsible for the additional use.
18. Under no circumstances shall the **USER/RENTER** 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 **USER/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 a 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 only 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: USER/RENTER** 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 **USER/RENTER**.
7. The kitchen is considered a separate facility and must be reserved and paid for if **USER/RENTER** 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. **USER/RENTER** 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 **USER/RENTER**. All tables must be cleared and all trash bagged and placed in the dumpsters or garbage cans. The **USER/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 rented will be specified on the permit. **USER/RENTER** **MAY NOT SUBSTITUTE OTHER UNITS OR FIELDS FOR WHAT WAS RESERVED**. Please make sure you are renting the area that is desired. **USER/RENTER** 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 ARD Ordinance 1, Section 5. A copy of ARD Ordinance 1 can be found at http://auburnrec.com/important_documents.php
6. If an outdoor rental is rained out the **USER/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 USER/RENTER.

Signature of USER/RENTER

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.**

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.**

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 (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/renter/organization 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 District’s facilities. User/renter/organization 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.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, RELEASE AND INDEMNIFICATION 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 _____ **Date** _____