



# Valley-Wide Recreation and Park District Facility Use Application and Agreement

## For Use of District Facilities or Equipment

District Phone: (951) 654-1505 District Fax: (951) 654-5279

### Applicant Information

Name of Applicant \_\_\_\_\_ Date: \_\_\_\_\_  
*Last First*

Name of Organization: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address Apartment/Unit #*

\_\_\_\_\_ *City State ZIP Code*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Any Special Set-up Required: YES  NO  If yes, an explanation and diagram must be provided

Any Admission, Donation or Collection of Money? YES  NO  If yes, proceeds for? \_\_\_\_\_

Will a Jumper or Vendor(s) be used? YES  NO  If yes, Name of Company(ies)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If yes, explain: \_\_\_\_\_

### Usage Request

Date From: \_\_\_\_\_ Date To: \_\_\_\_\_

Set Up Time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Out By: \_\_\_\_\_

Usage Day(s): Mon  Tues  Wed  Thurs  Fri  Sat  Sun

(Check all that apply)

Type of Use: Single Use:  Weekly Use:  Monthly Use:  Yearly Use:  Other:

(Check all that apply)

If "Other", please explain: \_\_\_\_\_

### Facility Requested

Please list all that apply

Facility (1) _____	Facility (2) _____
Facility (3) _____	Facility (4) _____
Facility (5) _____	Facility (6) _____

Area(s) to be Used:

Room: _____	Gazebo: _____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Field(s): _____	Lights: _____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Equipment Needed (if any):

Tables (\$5)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	How Many?	Chairs (\$2)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	How Many?
Total Amount of Tables: _____				Total Amount of Chairs: _____			
Other: _____				Total Equipment Cost: _____			

### Please Note

Sale of food products will require permits through local City and/or County, Department of Environmental Health.

### Alcoholic Beverages

No person shall bring alcoholic beverages into, nor consume any alcoholic beverages while in a District park or facility without a special permit issued by the District.

### Disclaimer

Public Resource Section 5164: (a) (1) A county, city, or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county, city, or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over a minor, if that person has been convicted of an offense.

\*In addition, Valley-Wide Recreation and Park District requires that all Instructors be fingerprinted (regardless of class participants age). Fingerprints must be cleared through the Department of Justice, prior to commencing activities at any District facility. No exceptions.

### Rules and Requirements

**Definition of Facility:** The term "Facility", as used herein by the District is intended to include the specific building, room, space, area, or field to be used by the User/Applicant as well as all common areas the parties may reasonably expect to be used as part of the use/activity contemplated herein including but not limited to parking areas, sidewalks, adjacent grounds, or other areas/facilities used by the User/applicant or its officers, agents, employees, or participants/guests.

No water slides, sprinklers, or portable pools are permitted. No tobacco products of any kind are permitted. No alcohol products are permitted on park grounds (approval and permit required for indoor facilities) No glitter, sparklers, confetti, or lit candles. No vehicles are permitted on grass, fields, or walkways. Outside vendors must provide Insurance and be approved. City and/or County permits may be required. Security Requirements: Events & parties must provide security. 1 guard for each 100 people, plus 1 additional guard for the parking lot & restrooms. (See item #11 of the Facility Use Procedure guidelines for complete information).

**INDEMNIFICATION:** The applicant shall indemnify, defend, and hold harmless Valley-Wide Recreation and Park District, 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 applicant's use or occupancy of a facility or

property controlled by Valley-Wide Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Valley-Wide Recreation and Park District, its officers, employees, or agents.

**INSURANCE REQUIREMENTS:** General liability insurance: The applicant 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.

Such insurance shall name Valley-Wide Recreation and Park District, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The applicant shall file certificates of such insurance with Valley-Wide Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to Valley-Wide Recreation and Park District of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, Valley-Wide Recreation and Park District 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 Valley-Wide Recreation and Park District's self-insurance pool.

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 applicant maintains higher limits than the minimums shown above, Valley-Wide Recreation and Park District requires and shall be entitled to coverage for the higher limits maintained by the applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Valley-Wide Recreation and Park District.

The applicant waives any right of recovery against Valley-Wide Recreation and Park District, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with applicant's use or occupancy of the facility and adjoining property, even if the district, its officers, employees, or agents seek recovery against applicant.

The applicant shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with applicant's use or occupancy of Valley-Wide Recreation and Park District facilities and adjoining property to the district manager or his/her designee, in writing and as soon as practicable.

**COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS:**

1. The applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The applicant 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. Valley-Wide Recreation and Park District reserves the right to immediately revoke applicant's right to use of the facility under this agreement should applicant fail to comply with any provision of this section.

**FORCE MAJEURE:** Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, Valley-Wide Recreation and Park District 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, quarantine, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The applicant waives any right of recovery against Valley-Wide Recreation and Park District and the applicant shall not charge results of "acts of God" to Valley-Wide Recreation and Park District, its officers, employees, or agents. Insurance must be on file with us *before* final approval of facility usage. See Item #16 & #17 of Facility Use Procedure guidelines.

**Agreement and Release of Liability:** The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, and that the undersigned has read and understood the Facility Rental Rules and Regulations as set forth by Valley-Wide Recreation and Park District pertaining to the use of Valley-Wide Facilities. To the maximum extent permitted by law, the undersigned or, if signing for an organization, that organization, on behalf of itself and all parties claiming by or through it, hereby releases and agrees to indemnify and hold Valley-Wide Recreation and Park District free and harmless from and against any and all liability, harms, injuries, claims, damages, or causes of action arising out of or in any way connected with or related to the use or occupancy of the facility(ies) including, without limitation, any personal injury or property damage suffered by any user of the facility(ies) or any guest, vendor, agent, employee, or member thereof, whether caused by the act or neglect of the user, a third party, Valley-Wide Recreation and Park District, agents, or employees thereof, force majeure, or by any dangerous condition of the facility(ies) or surrounding area. Any violations to this contract can lead to forfeit of continued or future use of all Valley-Wide Recreation and Park District facilities.

**Reservations are not final until Facility Supervisor approval is received, and all fees have been paid.** Applicant must be in attendance at time specified and shall not leave facility unattended at any time.

**REFUNDS ON CANCELLATIONS:** All fees will be forfeited if reservation is cancelled within two weeks prior to use date. There will be a charge of \$100.00 on any cancellation.

**Certification and Acknowledgement of Applicant**

*(Please initial by each statement. Be advised that this application is not valid without initials, name of applicant and signature. Application must be initialed to agree with the terms stated below.)*

\_\_\_\_\_ **I understand** that in the case of an emergency or for reasons beyond the District's control, Valley-Wide Recreation and Park District reserves the right to cancel the scheduled event prior to the scheduled use without liability.

\_\_\_\_\_ **I understand** that this is only an application and not a guarantee that usage will be permitted. If usage is permitted, I agree that: (1) if any of the information contained in the application is found to be false; or (2) should my conduct, or the conduct of any participants or guests, not be as described in the application; or (3) should any applicable city, state or federal rules, regulations, codes or laws be violated, any usage permitted shall automatically become null and void and any activity associated with this application will immediately cease.

\_\_\_\_\_ **I understand** that District equipment to include stage(s), bleachers, tables and or chairs and all other heavy equipment can only be set-up and removed by authorized District staff members.

\_\_\_\_\_ **I agree** that I: (1) am financially responsible for any costs incurred by Valley-Wide Recreation and Park District of damages to District property; (2) forfeit all fees and deposits if it is determined that false information was provided on the application; (3) am financially responsible for any District costs that exceed fees and deposits already collected by the District for enforcement of provisions related to this application for reservation.

\_\_\_\_\_ **I agree** that I am responsible to see that all debris and trash is picked up from the event site and placed in appropriate refuse containers immediately after the event. Any trash removal

expenses (for debris left at event site not placed in appropriate refuse containers) incurred by the District as a result of this event are my responsibility.

\_\_\_\_\_ **Revocation of an event usage permitted** (prior to event occurrence): an event usage may be revoked at the discretion of the District upon consultation with the appropriate public safety forces when the health or safety of the public is threatened by an emergency, disorder or other unforeseen conditions that have arisen or in the case that information supplied on the application has been misrepresented and/or is incomplete. Revocation of an event usage permitted (during event occurrence): an event usage may be revoked during an event due to situations where the health, safety of the public is threatened by an emergency, disorder, or other unforeseen conditions or where the applicant has not adhered to the terms/conditions of the approved application. If an event is revoked, the event must be cancelled, and activities must be terminated immediately.

I certify that I, the applicant reserving with Valley-Wide Recreation and Park District am at least 18 years of age. I understand that I or an appointed representative must be present at the beginning of the rental time and must be present at the end of the rental time for inspection. I understand that all activities must have adult supervision while using park and recreation facilities to insure adequate control. I agree to do a full facility evaluation walk-through with staff of all areas listed on the evaluation form prior to and after event to review any current or new damage to facility which may have occurred during my rental. I understand I am responsible for adhering to all the facility rental rules and regulations. The facility rental rules and regulations are attached to this agreement for my review and understanding.

I understand the fees and pricing are subject to change. I have read and agree to the Facility Use Procedures as stipulated. I understand that failure to comply with this application may lead to losing portions and/or all my rental deposit and fees which in some cases may exceed the deposit amount. I have read and understand the cleaning requirements of Valley-Wide Recreation and Park District. I further understand that even if I delegate these responsibilities to other members or service agencies for which I have contracted, such as caterers, decorator, vendors, etc., I still have the ultimate responsibility to return the facility to its original rental conditions.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_