Valley-Wide Recreation and Park District
Facility Use Application and Agreement
For Use of District Facilities or Equipment

District Phone: (951) 654-1505 Website: www.GoRecreation.org

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 be used? YES ☐ NO ☐ If yes, Name of Company? _____

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 ☐ NO ☐

Field(s): _____ Lights: YES ☐ NO ☐

Equipment Needed (if any): _____

	YES	NO			YES	NO	
Tables ($5)	☐	☐	How Many?	Chairs ($2)	☐	☐	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 will be made.

Rules and Requirements

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 Directors, Officers, Agents, Employees, and Volunteers 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 Directors, Officers, Agents, Employees, and Volunteers.

INSURANCE REQUIREMENTS: A current Certificate of Liability Insurance, all required Additional Insured, Primary and Noncontributory and Waiver of Subrogation Endorsements must be received by Valley-Wide Recreation and Park District at least ten (10) business days prior to the permit date.

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, 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. Certificates of Liability Insurance must be for an Occurrence Policy (not Claims Made). The required limits are based on the type of usage requested. Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits. Limit requirements will be determined on page 5 below.

Such insurance shall name Valley-Wide Recreation and Park District, its Directors, Officers, Agents, Employees, and Volunteers as additional insured and include the statement "Throughout various Valley-Wide Recreation and Park District facilities" in the Description of Operations Box 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. Cancelation Clause must read as follows: "Should any of the above- described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."

The insurance provided must be Primary and Noncontributory and include an endorsement. Applicants' General Liability and Workers' Compensation policies are to be endorsed to Waive all rights of Subrogation against Valley-Wide Recreation and Park District. Applicants who have employees are required to carry Workers' Compensation and have an agreement/endorsement of Waiver of Subrogation for Worker's Compensation for employee injury/illness. 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.

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.

Sexual Abuse or Molestation (SAM) Liability: If work includes contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, applicants shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit of no less the $1M per Occurrence.

Workers' Compensation: Applicants with employees are required to carry Workers' Compensation and have an agreement/endorsement providing a Waiver of Subrogation for workers' compensation for employee injury/illness.

Automobile Liability: When applicable, applicants will be required to provide Automobile Liability: ISO Form Number CA 00 01 covering any auto, or if applicant has no owned autos, hired, and non-owned autos, with limit no less than $1,000,000 per accident for bodily injury and property damage.

No blanket endorsements will be accepted.

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 Directors, Officers, Agents, Employees, and Volunteers 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 Directors, Officers, Agents, Employees, and Volunteers 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 the 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 applicants' 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, 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 Directors, Officers, Agents, Employees, and Volunteers. Insurance must be on file with us *before* final approval of facility usage. See Item #16 & #17 of Facility Rental Rules, Regulations, and Fees Policy guidelines.

INSPECTION AND USE OF PREMISES: Prior to each and every use of the Premises, the Applicant shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to the applicant and that the conditions of the Premises are safe for the use intended by the applicant. The applicant shall immediately notify the District of any condition(s) deemed by the applicant to pose a risk of injury to persons using the Premises. The Applicant's use of the Premises, with or without the inspection required herein, shall be deemed the applicant's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

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, Regulations and Fees Policy 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 or the user, a third party, Valley-Wide Recreation and Park District, directors, officers, employees

and agents 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. The applicant must be in attendance at the specified time and shall not leave the facility unattended at any time.

REFUNDS ON CANCELLATIONS: All fees will be forfeited if the 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

(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 for seeing 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 by the District, 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 period 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 ensure 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 the 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 caters, decorators, vendors, etc., I still have the ultimate responsibility to return the facility to its original rental conditions.

Applicant Name (Print): _____ Date: _____

Applicant Signature: _____

A Valley-Wide Recreation and Park District Supervisor and/or Designee will check the appropriate requirements below.

General Liability Insurance Limit Requirements are determined based on the type of usage requested. Additional Coverage and Limits may apply.

☐ **One Day Private Parties and Low Risk Instructor Classes NOT Exceeding 99 Attendees:**
Required amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate.

☐ **Adult/Youth Recreation Organizations, Active Instructor Classes, Public Gatherings, Private Rentals w/Full Liquor Liability, and Reoccurring Scheduled Users:**
Required amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate.

☐ **Large Private and/or Public Events and Rentals:**
Required amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate.

Please Note: All insurance provided must include a named Additional Insured Endorsement, a named Primary and Non-contributory Endorsement, a named Waiver of Subrogation Endorsement. Additional coverages and limits may apply. Please refer to our Insurance Requirements Memorandum for the full requirement details.

VALLEY-WIDE
RECREATION AND PARK DISTRICT

GoRecreation.org
AWARD WINNING CALIFORNIA PARKS

FOR OFFICE USE ONLY

Equipment $ _____

Facility $ _____

Facility $ _____

Set-Up $ _____

Maintenance $ _____

Total Fees Due $ _____

Cleaning/Damage Deposit $ _____

Total Fees & Charges **$** _____

COMMENTS: _____

_____

_____

_____

_____

_____

_____

Receipt # _____

Receipt # _____

Receipt # _____

Receipt # _____

Calendar Cleared: _____

Added to Calendar: _____

APPROVED BY:

Supervisor Name: _____

Facility: _____

Supervisor Signature: _____

Date: _____