VALLEY-WIDE RECREATION AND PARK DISTRICT
FACILITY RENTAL RULES, REGULATIONS, AND FEES POLICY

By signing, you confirm that you have read and understand all the information contained herein. The following rental policies outline the conditions for use of **Valley-Wide Recreation and Park District** facilities. All **Valley-Wide Recreation and Park District** facilities are governed by these general rules in addition to specific conditions for each facility.

1. Permits for the use of the park and recreation facilities (buildings, grounds, and equipment) shall be issued by the **Valley-Wide Recreation and Park District** only with the approval of the site supervisor and shall be consistent with the District ordinance governing such use.

2. The use of such facilities shall be consistent with the use of buildings and grounds for park and recreation purposes and must not interfere with the regular conduct of recreation programs. Recreation programs in park and recreation buildings or on park property shall receive priority over usage by any other group or organization, whether day, afternoon or evening sessions, and permits issued to any group may be revoked if it becomes unavoidably necessary for the District to use the space at the same time. If and when such action is necessary, every care shall be exercised by the responsible staff member(s) involved to give the permit holder as much advance notice as is possible.

3. Authorized groups may use certain equipment provided it is not removed from the premises. Use of equipment must be specified in the application for Use Permit. (*Note: Permit does not entitle anyone to the exclusive use of the park.)

4. Any group granted the use of any park and recreation facility shall use them only for such purposes as are specified in the permit for use and shall limit the use to the facility requested, i.e., the building, tennis courts, field(s), gazebo or other area.

5. Use of facilities shall not be granted free of charge:

    a. For religious meetings, services, or gatherings (unless for recreational purposes) in compliance with the State of California, Constitution (Article 16, Section 5, State of California, Constitutional Opinion of the Attorney General 59-214)

    b. To any group or individual, political, or otherwise, that advocates the overthrow of the United States Government or State of California by force or violence or other unlawful means.

c. When for any reason, as determined by the District, such use may not be in the best interest of the community.

6. No permit shall be issued for a period of longer than three months without approval. Summer months require different usages of park and recreation facilities, permits for summer, fall, winter, and spring must be filed separately and comply with ruling #4 above. Buildings are normally closed on all holidays as observed by the District and permits will not be granted on these days without prior approval.

7. Groups using District facilities are responsible for picking up the necessary keys and equipment needed for their activity during business hours or otherwise agreed upon. Weddings, receptions and private parties, doors will be opened and closed by Valley-Wide. (Groups using the facilities on weekends must pick up keys on the Friday before.) All groups are responsible for returning keys and equipment the day following their event. (Saturday & Sunday excluded) All activities shall cease, and the facilities shall be locked at 10:00 p.m. No groups will be allowed to remain, stay, or loiter in the District facility between the hours of 10:00 p.m. and 7:00 a.m. of the following day, without prior approval of the facility Supervisor.

8. Each individual or group using District facilities or equipment is responsible for its condition following its use. A refundable damage deposit will be charged to all groups using District facilities or equipment (See Fee Schedule). This deposit will be refunded to the user following the event provided that the facility or equipment is not damaged, normal wear and tear accepted, in 7-14 business days. (Groups are responsible for picking up all litter from their event.)

9. **ALCOHOLIC BEVERAGES:** No person shall bring alcoholic beverages into, nor consume any alcoholic beverages while in a District park without approval by the District. Alcohol is only permitted in a District building upon approval for special events. However, a special permit issued by the Alcoholic Beverage Control Board is required in all District facilities if alcohol is to be sold.

10. The District will not be responsible for accidents or loss of individual property. If decorations are to be used, they must be flame-retardant treated and approved by the Recreation Supervisor and must be removed before the group vacates the facility.

11. **SECURITY REQUIREMENTS:** Security guards are required at all events. The Security Guard Company must be licensed and insured or bonded (security must be independent of the event). A copy of your contract with the Security Company and evidence of payment must be provided 10 business days prior to scheduled use. One guard for each 100 people, plus 1 additional guard for the parking lot and restrooms. Any other arrangement must be approved by the District. The district reserves the right to require security for events at the expense of the applicant.

12. No high-heeled shoes allowed on gymnasium floors.

13. No smoking.

14. **Use Priorities:** Priorities for the use of park and recreation facilities will be based on the following:

Group I: Recreation groups, quasi-recreation groups, community service, and schools.

Group II: Non-profit organizations, clubs and associations which may be closed to the general public, but must be for general character building or welfare purposes: cultural activities which have a prime objective of a civic or recreational nature: activities that provide moral and physical improvement for the good of the community. Applications for use of facilities by non-profit organizations must be submitted and signed by an officer of said non-profit organization. A nonprofit group wishing to rent a facility must provide evidence of their approved State of California non-profit 501© (3) status.

Group III: Weddings, receptions, and private parties.

Group IV: Businesses, groups, associations, or individuals who use the facility for any type of profit-making activity or event or for personal gain.

15. **Equipment:** Tables, chairs, bleachers, etc. may be made available to community organizations on a case-by-case basis depending on availability. (Chairs @ $3.00 each, Tables @ $5.00 each, Bleachers @ $25.00 each, etc.)

16. **Insurance Requirements:** All facility rentals are required to have a certificate of insurance and additional insured endorsement. Premiums are based upon the type of event, if there will be alcohol at the event, and the number of participants.

A. **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.

a. 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.

b. The applicant waives any right of recovery against **Valley-Wide**

Recreation and Park District, its Directors, Officers, Agents, Employees, and Volunteers for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. The applicant shall not charge results of "acts of God" to **Valley-Wide Recreation and Park District**, its Directors, Officers, Agents, Employees, and Volunteers.

c. 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 the 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.

B. **INSURANCE REQUIREMENTS:** A current Certificate of Liability Insurance, including 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, **in an amount not less than $2,000,000 per occurrence, $4,000,000 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. Higher coverage limits may be enforced as determined by the **Valley-Wide Recreation and Park District** based on the type of activity, use or event taking place. The Certificate of Insurance must be for an **Occurrence Policy** (not Claims Made). Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.

a. 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. 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. 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 30 days written notice to the certificate holder named to the left".

b. 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.

c. 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.

d. **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.**

e. **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 than the **$1M per Occurrence.**

f. **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.

g. **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.

h. **No Blanket Endorsements will be accepted.**

i. 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.**

C. **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 the facility under this agreement should the applicant fail to comply with any provision of this section.

D. **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.

17. **Liquor Liability**: Any group utilizing the facility and serving alcohol, must provide Valley-Wide with a Liquor Liability policy, naming Valley-Wide Recreation and Park District additional insured.

There is no alcohol allowed for events held in honor of someone age 20 or under such as, but not limited to, birthday parties, quinceañeras, sweet 16 parties, graduation parties, baby showers, etc. Alcohol may not be sold or consumed at any officially designated youth event.

In events where alcohol will be sold, **Valley-Wide Recreation and Park District** requires the applicant to purchase an additional permit from the Department of Alcohol Beverage Control (ABC). A copy of the ABC permit must be submitted into **Valley-Wide Recreation and Park District** ten (10) business days prior to the scheduled event and must be posted on the day of the event rental.

Valley-Wide Recreation and Park District is not responsible for any such violations by lessee of the ABC permit or the law with respect to alcohol. Lessee shall name **Valley-Wide Recreation and Park District** as an insured under the lessee's liability policy.

18. **The following requirements include, but are not limited to:**

- Use of adhesives, nails, screws, pins, or staples on facility walls are prohibited.
- Use of smoke, mist machines, e-cigarette devices, drug, narcotic and/or tobacco or tobacco like products, or vapor type devices are prohibited in all **Valley-Wide Recreation and Park District** facilities, including but not limited to any buildings, parks, open space, sports fields, swimming pools, parking lots, sidewalks, trails, restrooms, and historical sites or structures.
- Use of confetti, glitter, sequins, sparklers, rice, or birdseed is not allowed at any **Valley-Wide Recreation and Park District** facility.
- Parking availability is not guaranteed and on occasion may be limited.
- Parking is not allowed in designated red zones. Or on any grass, concrete, sidewalk area within park grounds. Violations are the responsibility of the driver/owner of a vehicle parked illegally.
- All changes to this application must be made in writing by the applicant and mutually agreed upon with **Valley-Wide Recreation and Park District** prior to the rental date.
- All facility rental deposits are due at the time of booking the rental. This deposit becomes nonrefundable if the applicant chooses to cancel the rental after booking, and/or fails to follow the facility rental rules and regulations, and/or there is damage to **Valley-Wide Recreation and Park District** facility or property, and/or the applicant fails to meet the cleaning expectations.
- Final rental fees and additional facility rental forms are due no later than **10 business days** prior to the scheduled rental. Failure to make the final payment will result in the rental being canceled and all fees and deposits paid will be nonrefundable.

19. **Application Requirements:** Reservations will only be accepted with completed application and the required deposit fee. Applicants must be at least 18 years of age.

20. **Rental/Reservation Contact Requirements:** All contact regarding the reservation fees, insurance, rental fees, and onsite coordination will only be arranged with the original applicant. If the original applicant is unavailable for event coordination on the event day, the applicant must designate an alternate person to assume responsibility in advance of the event and inform **Valley-Wide Recreation and Park District** in writing. Applicants will be required to meet with **Valley-Wide Recreation and Park District** staff 10 business days prior to the scheduled event to review the facility layout, review the rules and regulations, and submit the

required signed documents and make any remaining payments due.

21. **Facility Rental Onsite Appointments:** Facility rentals receive 1 onsite walkthrough appointment for up to 1 hour at the rented facility location. Applicants are required to schedule their courtesy appointment(s) with **Valley-Wide Recreation and Park District** rental staff. Appointments are scheduled on a first-come, first serve basis. **Valley-Wide Recreation and Park District** staff will open the facility at the specified time per the agreed upon scheduled appointment. Appointments start at the designated scheduled start time and will end at the designated end time. Appointments will not be rescheduled on the day of the appointment due to late arrivals by the applicant, vendor, and/or family. Applicants are responsible for rescheduling and/or canceling their own appointments by contacting the district facility rental staff a minimum of 24 hours prior to their scheduled appointment. Appointments that exceed their time frame will be subjected to an additional appointment charge. A minimum of $25 will be charged. Applicants are encouraged to ensure that vendors and/or family members attend this scheduled appointment when applicable. Applicants will be charged $25 for any additional appointment(s) after the first courteously rental appointment.

22. **Valley-Wide Recreation and Park District staff on duty during the event: Valley-Wide Recreation and Park District** staff will be on duty during all scheduled use of **Valley-Wide Recreation and Park District** indoor facilities. **Valley-Wide Recreation and Park District** staff are not available for loading/unloading supplies, waiting tables, serving, moving rented furniture or equipment, and/or assisting with the applicant's portion of cleanup.

23. **Adhering to the time schedule on application/Facility Use Agreement:** The time-period stated on the application form for the reservations will be strictly enforced. If the applicant does not use the full time as stated on their application, there will be no refunds given or funds transferred. The reservation period must include all the time necessary for set-up and cleanup for the event and time must be consecutive. All facility usage is based upon space availability and is limited to specific rental periods. **Valley-Wide Recreation and Park District** staff will set up tables and chairs unless other arrangements have been approved by **Valley-Wide Recreation and Park District.** Staff must receive a written floor plan a minimum of 10 business days prior to the event date. Otherwise, a standard room setup will be provided. The facility will not be open prior to the stated reservation time for any applicant, caterers, bands, decorators, etc. participating in a rental activity, nor can items be stored overnight in a **Valley-Wide Recreation and Park District** facility prior to or after any rental activity. **Valley-Wide Recreation and Park District** cannot be held liable for any items left behind.

24. **Cleaning requirements: Valley-Wide Recreation and Park District** staff are responsible for the setup and take down of **Valley-Wide Recreation and Park District** tables, chairs, and equipment, unless other arrangements have been approved by **Valley-Wide Recreation and Park District.** Applicants will be responsible for the removal and/or disposal of food, beverages, paper goods, decorations, signage, equipment, furniture, and personal items once the event has concluded. **Valley-Wide Recreation and Park District** will not authorize the

overnight storage of any personal event items or equipment or be responsible for any items left behind. All trash is to be properly bagged and placed in the designated trash receptacles. Applicants will be required to notify **Valley-Wide Recreation and Park District** staff immediately of any large spills within the facility(ies) that are rented per this agreement. Applicants are responsible for ensuring that DJs, caterers, decorators, etc. adhere to **Valley-Wide Recreation and Park District** cleaning requirements and exit the facility by the event rental end time. Failure to adhere to **Valley-Wide Recreation and Park District** cleaning requirements could result in the forfeit of the entire facility rental deposit. If charges exceed the rental deposit on file, the charges will be billed to the applicant and a hold will be placed on the applicant's household account for all future rental or registration activity with **Valley-Wide Recreation and Park District** until the charges are paid in full.

25. **Condition of facility: Valley-Wide Recreation and Park District** staff will check the condition of the facility with the applicant before the start of the event and prior to their departure to determine if additional damage, cleaning, or overtime use has occurred. **Valley-Wide Recreation and Park District** staff will document any issues during the total length of the rental including but not limited to setup, event time, and cleanup. This on-site evaluation is only one means of evaluating the return of the rental deposit. However, additional charges may be imposed for damages or cleanup not identified on the evaluation form if additional items are identified after the applicant has left the facility. It is the responsibility of **Valley-Wide Recreation and Park District** staff to enforce facility use regulations and prevent abuse of any facility or facility use privileges, including but not limited to, requesting police department assistance to stop the service of alcoholic beverages, removal of disruptive individuals, and/or to clear the facility and cancel the event. In the event of such a cancellation of an event no rental fees will be refunded or transferred. **Valley-Wide Recreation and Park District** staff will process the deposit refund request upon review of evaluations the week following the rental. Once the deposit refund requested has been reviewed by **Valley-Wide Recreation and Park District** staff, the applicant should expect to receive the deposit refund within 7 to 14 business days if the deposit is paid via check or cash. Deposits paid by credit card may only be refunded to the credit card used for the payment of the deposit.

26. **Equipment and/or Accessories:** An applicant shall not remove, relocate, or take the district's property outside of the facility for any reason without the prior written approval of the **Valley-Wide Recreation and Park District**. An applicant shall not use the district's equipment, tools, or furnishings located in or around the facility without the prior written approval of the district. An applicant shall not drive motorized vehicles on fields or green space or concrete. If an applicant needs to drive on a field or green space or concrete, they should get **Valley-Wide Recreation and Park District** written prior approval. An applicant shall secure the approval of the district before using audio/visual systems, public address systems, and live or recorded amplified music. An applicant shall not record, televise, or broadcast the event or any portion thereof without prior written approval of **Valley-**

Wide Recreation and Park District.

27. **Snack Bar/Concessions:** On-call maintenance will not respond to tripped breakers, nor can we guarantee breakers will be working at any given time. User groups must use power strips for all items plugged in at the snack bar. Appliances must be UL-listed. Tripped breakers from overloaded circuits due to user group negligence, will be billed for repairs and/or reset.

28. **Liability:** The applicant is solely responsible and financially accountable for any and all accidents or injuries to people or property resulting from your use of **Valley-Wide Recreation and Park District** facilities. The applicant is responsible for knowing and understanding all rules and regulations governing **Valley-Wide Recreation and Park District** facilities. The applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility and that everyone conducts themselves in an orderly manner. Minors must always be supervised during an event rental. This includes setup and cleanup. **Valley-Wide Recreation and Park District** will not be held responsible for unsupervised minors. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occur at any rental activity, the event may be shut down and further use if the district facilities by an individual applicant or group may be denied.

29. **Financial payment:** Final rental fees are due **10 business days** before the rental date. Any additional hours and amenities must be prepaid in advance of the rental date. Deposits must be paid at the time of reservation. Payments may be paid by check, cash, and credit card in person at the facility that will be rented. Checks mailed are not accepted. If payment is not received by the specified due date, the rental may be canceled and subject to forfeiture of all fees submitted.

30. **Rental Transfer/Date Change Request:** If a reservation has been made for a facility and the applicant wishes to change to an alternate applicant and/or address, a **$25.00** transfer fee will be assessed. In addition to the assessed fee a new application must be submitted identifying the new rental applicant. The original applicant must make all changes in writing.

31. **Cancellations:** A $100.00 non-refundable deposit of rent is due at the time a reservation is made. Full payment of rent and deposit(s) are due 10 business days prior to the date of use of the facility. All fees will be forfeited if the reservation is canceled within 2 weeks prior to use date. There will be a charge of 25% of rental and deposit on any cancellation.

32. **Selling of food and beverages:** In events where food and beverages will be sold, the district may require the applicant to purchase and provide an additional temporary food permit from the health department.

33. **Music:** The district may restrict noise levels based upon the noise ordinance.

34. **Drone Videography and Photography:** To protect the health and safety of participants recreational drones and model airplanes are not permitted on any property owned by the district.

35. **Additional incident fee:** Excessive cleaning performed by the district staff beyond the normal event cleaning requirements or minor facility repairs following a rental activity will result in an additional cleaning fee per incident. Any amount for these services shall be deducted from the rental deposit. In the event of an insufficient deposit balance, it shall be a separate obligation of the applicant.

36. **Additional Staff Charges:** Applicants and event vendors will be given **15** minutes after the specific end time listed on the Facility Use Agreement to exit the facility. In the event the rental exceeds the permitted rental time, the applicant will be charged an additional amount with a minimum amount of one (1) hour rate for the room **(see fee schedule)**. This amount may be taken from the cleaning/damage deposit for the rental that is on file.

37. **Violation of these policies:** A fee for liquidated damages of two times the amount of the deposit, will be imposed for violation of any facility rental regulation or misrepresentation of material information in the rental application, including but not limited to, misrepresenting the type of activity or sponsoring organization, misrepresenting residency of the applicant, exceeding the capacity of the facility, misrepresenting if alcohol will be served or sold, or misrepresenting the number of age group of participants/guests. This fee will be imposed regardless of actual damage to the facility or increased cost incurred by **Valley-Wide Recreation and Park District**.

38. **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.

39. **Subleasing of Facilities:** Sub-leasing of facilities is prohibited with zero tolerance. Any applicant found to take part in such act will be subject to investigation and revocation of facility use privileges.

40. **Denial of Rental Application:** In accordance with the rules and regulations for use of the district facilities, a request for use/rental may be denied for any of the following reasons, but not limited to:
    a. Rentals by individuals or organizations that have used the facilities in the past when problems have occurred.
    b. Rentals by individuals or organizations who fail to accurately represent the application information required by the district or have repeated incidents of rule violations.

c. The district retains the right to refuse facility usage/rental at its discretion.
d. Use may not be granted if the district staff determines that such use would be detrimental to the facilities.
e. The district refuses facility usage for the intent of “private for profit” dances, and/or parties with the exception of approved state recognized nonprofit groups.

41. **Miscellaneous:**

a. Applicants shall comply with all local, state, and federal laws and regulations related to the use of the facility. The applicant agrees to abide by all applicable federal and state accessibility standards and regulations.
b. Applicants shall not admit a larger number of individuals than into the facility that can lawfully and safely move about the facility or that is listed on the Facility Use Agreement.
c. Gambling of any kind is not permitted at the facility.
d. No animals are permitted at the facility with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
e. Facility Rentals extending after closing (9pm) will accrue an additional $30 per hour after hours fee.
f. No direct payments shall be made to a leader or any employees of the District at the time of usage without prior approval of the Recreation Supervisor.
g. All checks and payments should be made payable to Valley-Wide Recreation and Park District.

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act (ADA), if you need accommodations to access information or participate in Valley-Wide Recreation and Park District public meetings, programs or services, please contact the ADA/Section 504 Coordinator, Justin Schweitzer, as soon as possible but no later than 48 hours before the scheduled event, at
PHONE: (951) 654-1505, EMAIL: Justin@GoRecreation.org, or
901 W. Esplanade Avenue, San Jacinto, CA 92582.

Applicant Certification and Acknowledgement:

I certify that I, as the applicant reserving with Valley-Wide Recreation and Park District, I 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 period 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 of requested use 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, Regulations, and Fees policy is 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 Rules, Regulations, and Fees Policy as stipulated. I understand that failure to comply with this policy 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.

Print Name: _____ **Date:** _____

Signature: _____