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**TUOLUMNE PARK & RECREATION DISTRICT**

18603 Pine Street – Tuolumne, CA 95379

(209) 928-1214 / FAX (209) 928-1205

Email: admin@tuolumnerecreation.com

Website: [www.tuolumnereacreation.com](http://www.tuolumnereacreation.com)

**APPLICATION FOR FACILITY USE**

**COMMUNITY CENTER**

Pursuant to Section 5 of Ordinance No.1-97 of the Tuolumne Park and Recreation District (“District”) and further in conjunction with that “Maintenance Service Agreement” dated July 1, 2015 between District and the County of Tuolumne.

The undersigned organization/individual hereby makes application to Distrcit to use the indicated facility to conduct and/or sponsor the following event:

Name of Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Adress\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Event\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Event\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature of Authorized Person)

***Permit/Facility Use Agreement***

1. **INDEMNIFICATION**
	1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** shall indemnify, defend, and hold harmless **Tuolumne Park and Recreation 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ use or occupancy of a facility or property controlled by the **Tuolumne Park and Recreation District**, unless soley caused by the gross negligence or willfull misconduct of **Tuolumne Park and recreation Districtg**, its officers, employees, or agent
2. **INSURANCE REQUIREMENTS**
	1. General liability insurance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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.
		1. Such insurance shall name **Tuolumne Park and Recreation Distirct**, its officers, employess, agents, and volunteers as additional insureds prior to the use of the facility. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall file certificates of such insurance with the **Tuolumne Park and Recreation District**, which shall be endorsed to provide thirty (30) days’ notice to the **Tuolumne Park and Recreation 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, the **Tuolumne Park and Recreation District** may deny access to the facilitiy.
		2. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commisioner to transact business of insurance or is on the list of Approved Surplus Lines Insurers in the Stae of California, with an assigned poilicyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the lastest edition of Best’s Key Rating Guide, unless otherwise approved by the **Tuolumne Park and Recreation District’s** self-insurance pool.
		3. Requirements of specific coverage features or limits contained in this Section are not inteded as a limitation on coverage, limits or others requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes od 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ maintains higher limits than the minimums shown above, the **Tuolumne Park and Recreation District** requires and shall be entitled to coverage for the higher liits maintained by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **Tuolumne Park and Recreation District**.
3. **COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS**
	1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall comply with all local, state, and federal laws and regulatoins related to the use of the facility and public gatherings
	2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to abide by all applicable local, federal and state accesibility standards and regulations.
	3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agrees that it is soley resposible 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 faciltiy including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitaiton practices, etc.
	4. **Tuolumne Park and Recreation District** reserves the right to immediately revoke the user/renter’s right to use of the facility under this agreement should they fail to comply with any provision of this section.
4. **FORCE MAJEURE**
	1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **Tuolumne Park and Recreation 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. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ waives any right of recovery against **Tuolumne Park and Recreation District** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall not charge results of “acts of god” to **Tuolumne Park and Recreation District**, its officers, employees, or agents.

***I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILTY AND A CONTRACT BETWEEN THE ABOVE DISTRICT AND MYSELF AND I SIGN IT OF MY OWN FREE WILL.***

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

Name (printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**COMMUNITY CENTER – RENTER RULES AND RESPONSIBILITIES**

1. **NO** Bounce houses inside Community Center. OUTSIDE USE ONLY
2. **NO** outside electrical use.
3. **NO** tape of any kind may be applied to the floor.
4. **NO** thumbtacks or nails are to be used anywhere on the facility.
5. **DO NOT** drag tables or chairs across the floors or remove them from the building.
6. **DO NOT OVERLOAD WALL PLUGS**, use extension cords if necessary.
7. **DO NOT TAMPER** with the sound system, electrical panels, water pipes, blinds or cutrtains.
8. The renter is responsible for inspecting the grounds on a regular basis.
9. The facilities must be cleaned the day of the event unless other arrangements are made.
10. **RENTER IS RESPONSIBLE FOR ALL TRASH** in and outside Community Center before, during and after event.
11. **RENTER IS RESPONSIBLE FOR ALL GUESTS** in and outside Community Center before, during and after event.
12. Remove all decorations before leaving.
13. Brooms, dust mops, wet mops and garbage bags are available for cleaning up.
14. **ALL FACILITIES**, including bathrooms must be swept, mopped and cleaned before leaving.
15. Turn off air conditioner/heater and lights before leaving, unless previously arranged.
16. **CHECK ALL DOORS AND WINDOWS, ENSURING THEY ARE CLOSED AND LOCKED.**
17. **REMOVE ALL TRASH FROM PREMISES**
18. All keys are to returned immediately after the event. If the office is closed, put keys through mail slot in the office door.
19. If they key is lost or not returned, **$150.00 will be held from the deposit.**

**THERE WILL BE EXTRA CHARGES FOR SETTING EARLIER OR STAYING LATER THAN CONTRACTED**

***I HAVE CAREFULLY READ THIS GREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE ABOVE DISTRICT AND I SIGN IT OF MY FREE WILL***

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

Name (printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Insurance Requirements

The (sponsoring organization) shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to TPRD. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to TPRD by registered mail, return receipt requested, for the following stated insurance policy:

General Liability Insurance, with a minimum limit of liability per occurrence of $1,000,000.00 for bodily injury, $500,000.00 per person and $100,000.00 for property damage.

If at any time said policy shall be unsatisfactory to TPRD, as to form substance if a company issuing such policy shall be unsatisfactory to TPRD, the (Sponsoring Organization) shall promptly obtain a new policy, submit the same to TPRD for approval and submit a certificate thereof as herein above provided, Upon failure of the (Sponsoring organization) to furnish, deliver or maintain such insurance and certificates as above provided, this agreement, at the election of TPRD may be forthwith declared suspended or terminated. Failure of the (Sponsoring Organization) to obtain and/or maintain any required insurance shall not relieve the (Sponsoring Organization) from any liability under this agreement, nor shall the insurance requirements be constructed to conflict concerning indemnification. TPRD shall be named as an additional insured on all the insurance policies required herein. The Certificate of Insurance and an Additional Insured Endorsement should include a description of your event and list the following entity as additional insured:

Tuolumne Park and Recreation District

18603 Pine St, Tuolumne CA 95379

*No usage permit of keys shall be issued until the applicant has supplied TPRD with a copy of the required insurance binder as stated above this agreement.*

Please contact TPRD at 209-928-1214 or email us at admin@tuolumnerecreation.com if you need assistance with getting insurance or have any questions.