



100 South Second Street / P.O. Box 337

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www.mcfarlandrpd.com

"Dedication to the Quality of Community Life"

FACILITY RENTAL APPLICATION

GYMNASIUM

APPLICANT'S NAME: _____

ADDRESS: _____ CITY/ZIP _____

PHONE: HM _____ WK _____ CELL _____

TYPE OF RENTAL: PRIVATE [] SCHOOL [] _____

DATE(S) OF RENTAL: _____

HOURS From _____ To _____ TOTAL HRS _____

User agrees to be solely responsible for 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 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.

SIGNATURE: _____ DATE: _____

RENTAL CHARGES

All Rentals require a \$200.00 deposit *Minimum of 2hrs*

	<u>IN-DISRICT</u>	<u>OUT-OF-DISTRICT</u>	<u>DEPOSIT</u>
PRIVATE	\$150.00 per hr.	\$200.00 per hr.	\$200.00
NONPROFIT	\$125.00 per hr.	\$150.00 per hr.	\$200.00
Daily Rental (8 hrs.)	\$525.00	\$625.00	\$200.00

Any rescheduling/cancellation requires paying \$20.00 administrative charge

OFFICE USE ONLY

RENTAL HOURS _____ X _____ RENTAL COST _____ TOTAL RENTAL

CHARGES _____ RECEIPT # _____ DATE PAID _____

AMOUNT OF DEPOSIT _____ REFUND DATE _____ BY: _____

APPLICATION RECEIVED BY: _____ DATE: _____

APPLICATION APPROVED BY: _____ DATE: _____

DISTRICT MANAGER

PERMIT/FACILITY USE AGREEMENT

RECOMMENDED LANGUAGE FOR INSURANCE-RELATED PROVISIONS

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **(McFarland Recreation and Park District, hereafter referred to as 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 **(USER/RENTER)**'s use or occupancy of a facility or property controlled by the **(DISTRICT)**, unless solely caused by the gross negligence or willful misconduct of **(DISTRICT)**, 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 **(DISTRICT)** 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 the **(DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(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 **(DISTRICT)** 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 the 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 the **((DISTRICT))**'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, the **(DISTRICT)** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to **(DISTRICT)**.

C. 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. **(DISTRICT)** reserves the right to immediately revoke **(USER/RENTER)**'s right to use the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this Section.

D. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **(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, pandemics, epidemics, 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 **(DISTRICT)**, and the **(USER/RENTER)** shall not charge results of "acts of God" to **(DISTRICT)**, its officers, employees, or agents.

MCFARLAND RECREATION AND PARK DISTRICT

FACILITY RENTAL APPLICATION

McFarland Recreation and Park District facilities are available to the public for private as well as nonprofit organizations.

1. To secure a date to rent the facility, the applicant must be 18 years of age; the application must be completed and signed by an **adult** and be submitted with **FULL PAYMENT**.
2. Rental of any MRPD facilities for political purposes will be denied.
3. The application must be submitted at least 10 working days prior to the date requested. **No Exceptions.** Any rescheduling/cancellations requires paying A \$20.00 administrative charge. ***NO EXCEPTIONS*** All applications submitted are subject to approval or disapproval by the district administration.
4. **Note: Maximum capacity of the Gymnasium not to exceed 780.**
5. Be sure to be thorough in the amount of time requested. Allow enough time to set up, have your function, and leave the facility clean. **The facility will not be opened before the time that you request. THERE ARE NO REFUNDS FOR ANY UNUSED PORTION OF RESERVED TIME.**
6. Smoking is not allowed inside the facility. Alcoholic beverages are not allowed on the district premises. The person responsible for signing this contract is the one responsible. They are responsible for enforcing the "no alcohol-smoking rule." If it is found that the renting party consumed alcohol, a minimum fine of \$100.00 will be subtracted from the deposit, and a one (1) year suspension of any facility rental will be applied. This policy includes all adult teams/ programs.
7. Applications for ongoing regular meetings will be acceptable upon District approval with at least 10 working days' notice (District programs take precedence, and scheduling conflicts may arise). Applications may be made for a 3-month period, with full payment due at the time the application is submitted. **No Exceptions.**
8. Applications for religious (sectarian worship or instructional purposes) functions to be held on a regular basis will be denied.
9. The person signing the application is responsible for setting up equipment, dismantling it, and leaving the facility in good, clean order (sweep, mop, bag and dispose of all garbage). If the facility does not pass inspection, the district will deduct cleaning and/or repair expenses from the deposit as needed. A refundable deposit is available for pick-up after your rental. If the deposit check is not picked up, it will be shredded within 5-10 working days following rental. In addition, the applicant is also responsible for those persons attending and any damage that may be incurred by them. Any damage to the facility or equipment or contents of the facility will be assessed, and an appropriate dollar amount will be either withheld from the deposit or charged separately if needed.

10. **POLICY ON OUT-OF-DISTRICT FEES FOR FACILITY USERS:** McFarland Recreation and Park District will charge an additional 25% on all Facility Rentals to Out-of-District persons. Out-of-District shall be interpreted as any person who does not reside within the McFarland Recreation & Park District boundaries.

Any individuals or group not abiding by these policies may be denied future use of the McFarland Recreation and Park District facilities.

I have read the policies set forth by the McFarland Recreation and Park District and will see that they are enforced to the best of my ability.

Applicant's Signature

Date