

SMRPD's Mission Statement - "To promote community well being through programs and activities that protect, preserve and enrich the canyons' heritage, open space and unique way of life."

P.O. Box 8, Silverado California 92676 • www.smrpd.org

SILVERADO/MODJESKA RECREATION AND PARK DISTRICT

FACILITIES USE APPLICATION

(Please mail signed agreement, together with proof of residency, fee and deposit to above address. If alcohol is being served, also include insurance certificate)

Event:	:: Event Date & Time:						
representative, become applicant agrees to abid other regulations of the Fees and the deposit at waiver with your fee at	es a permit to de by the terre SMRPD esta re due when nd deposit ch	use the facilities describes, rules and regulations oblished for use of these the application is subminecks to SMRPD, PO Box	of this of this premis tted. P 8, Silve	he SMRPD Board or its au the time and purpose her permit set forth on the a es and to pay such fees as lease send the complete erado, CA 92676. DO NOT \$15 FEE FOR EACH RETUR	rein set for ttached pa s may be ro d applicati r DATE TH	ages and equired. ion & E DEPOSIT	
Applicant					l	,	
Ind/Org.					Nonprofit: Y N		
Name:					Tax ID (c	org):	
Address:							
City:				State:	Zip:		
Phone:		Email:		-			
Facility:(check all to a Silverado Park Silverado Bldg A	Silvera	do Bldg B do Children's Center		Modjeska Park Modjeska Community Cent	er		
Start Date:			Fnd [)ate:			
Start Time:			End Date: End Time:				
Kitchen: Y N			Alcohol: Y N				
Fee: \$ Dep (Bounce house is an ad		Today's Date:		No. of guests:			
		AGREEM	ENT				
enforce all of the rules and indemnify the SMF such facilities, while un I further understand th by me or the organizat	and regulation RPD and its resider SMRPD's at I will be paion I represe	ons pertaining to the use epresentatives from any s jurisdiction. ersonally responsible in nt. We will pay for repai	e of the and al case o	premises, hereby agree to facilities requested. I sall claims of liability resulting family damage to any part of the placement of any item(surn the facility in a clean a	ve and hoing from the facility damaged	ld harmless he use of being used d during the	
Signature of Applicant			-	Date			

DISCLAIMERS

FACILITY USE RULES

- 1. All fees must be paid in full at time of reservation. The required deposit is conditionally refundable.
- 2. Alcohol use must follow SMRPD policies. See below.
- 3. Any event must end no later than one half hour before the time the facility is to be vacated.
- 4. Rental times include set up and clean up.
- 5. Building must be left clean and free of trash or deposit may not be returned.
- 6. All furniture, equipment, etc. must be returned to its proper place.

RENTAL REQUIREMENTS

- 1. Applicants must provide photo ID and be at least 21 years of age.
- 2. A resident shall be considered anyone residing within the canyon areas (Silverado, Modjeska, Williams, Ladd, Black Star) who can show proof of residency that shall be one of the following:
 - a. Valid California Driver's License with canyon address on license or official I.D. card issued by Dept. of Motor Vehicles for non-drivers,
 - b. Current year utility bill listing name and address of canyon residence,
 - c. Property tax statement.
- 3. Cancellations must be submitted in writing 30 days prior to event in order to receive a refund. Cancellations inside 30 days prior to event will forfeit rental fee. Deposit will be refunded in accordance with SMRPD rental policy.

SMRPD ALCOHOL USE POLICY

- Wine and beer are permitted at weddings and private parties where food is served.
- The User must be over the age of 21, and is responsible to ensure that wine and beer are not served to
- anyone under the age of 21, or to anyone who is inebriated.
- Consumption of wine and beer is confined to the actual District property rented, and may not be consumed in the Park unless the Park is itself rented, nor can it be consumed in the parking lot.
- A user who plans to serve alcohol must present a certificate of insurance at the time of rental stating SMRPD will be held harmless from any claims arising from the event and providing SMRPD is an additional insured under the user's insurance policy with a minimum \$1,000,000 in coverage. (Certificates are normally available from the homeowner's or corporation's insurance company at no or minimal cost).
- No hard alcohol is allowed, and no alcohol may be sold.
- Any vendor seeking to sell wine or beer must make specific application to the Board for approval.

WAIVER AND RELEASE OF LIABILITY AGREEMENT TO INDEMNIFY DISTRICT

The undersigned hereby acknowledges that he/she/they agree to rent from SMRPD the above-mentioned facility. In connection herewith, the undersigned hereby releases SMRPD, its present and future directors, officers, employees, agents and representatives from any and all claims, costs, expenses, demands, debts, controversies, damages and causes of action, which the undersigned may now have ot may hereafter have by reason of use and/or rental of the property.

The undersigned further agrees to indemnify and hold harmless SMRPD from any and all claims, cost, expenses, demands, debts, controversies, damages and causes of action of any third party arising from the use and/or rental of the property during the time period the property is rented to the undersigned.

The undersigned further agrees to waive any and all rights provided by Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the creditor does not know or suspect to exist in favor at the time or executing the release which, if known to him, must have materially affected his settlement with the debtor."

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. THE UNDERSIGNED IS AWARE THAT THIS IS A RELEASE OF LIABILITY BETWEEN THE UNDERSIGNED AND SMRPD AND/OR ITS AFFILIATES AND ORGANIZATIONS AND SIGNS IT OF HIS/HER FREE WILL.

Executed this day of		20 in	, California.	
Facility User Sign	nature	Authorized S	SMRPD Signature	

Event Type:	Event Date & Time:
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Additional Fees and Policies

- 1. The Board reserves the right to charge additional fees for events incurring above average utility costs. Bounce houses will require advance permission and a \$40 utility fee. Bands using electrical equipment will be assessed an additional \$40 per event.
- 2. The Board may set fees on a case by case basis.
- 3. The Board reserves the right to exempt any organization or event from fees.
- 4. No smoking is allowed inside the Community Centers or within 100 feet of a building.
- 5. Users agree to pay for damage to District property.

Rules for Use of the Buildings

- (1) Do not use packing tape to attach anything to the walls. Do not use tape, wire or strings to attach items to the ceilings. T-bar hangers are available on request and are much easier to use. Packing tape will damage surfaces.
- (2) Do not push heavy items across the floors that can gouge the finish. Use a softwheeled dolly or enough people to pick up heavy items.
- (3) Don't move the filing cabinets in the Hunt building at Silverado.
- (4) Do not move the Foosball table; you can damage the legs.
- (5) Don't remove items attached to the walls.
- (6) Please notify the SMRPD if you notice any problems or issues at the facility so we can quickly remedy the situation.

EMERGENCY CONTACT: Steve Reighart (949) 702-3081

CHECKLIST

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Item	Have
Signed facility use agreement	
Fee	
Deposit	
Proof of residency	
If alcohol is being served:	
Certificate of insurance holding SMRPD harmless	



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EXHIBIT A COMMUNITY CENTER AND PARK POLICY AND USE FEES

Adopted By the Silverado-Modjeska Recreation and Parks District February 2015

Canyon Residents

Public Events

No charge will be made for using the Silverado or Modjeska Community Centers for events open to the public. However, the Park Board may request a donation to cover utilities and other costs.

Private Events (charges are for four hours)

Facility	Capacity	Fewer than 50 people	Deposit	50+ People	Deposit
Silverado Community Center					
Building A	131	\$50	\$100	\$100	\$250
Building B	48	\$50	\$100	-	
Buildings A & B	179	\$100	\$150	\$150	\$350
Modjeska Community Center					
Building	130	\$45	\$100	Na	
Bounce house at either center		\$40			

Required in Advance:

- Fee and Deposit
- Signed waiver releasing District from liability
- Proof of canyon residency

Silverado or Modjeska Park (no buildings)

- \$350 per event, eight hour maximum
- Certain restrictions may apply
- Park rentals will be approved on a case by case basis by the Board.

Required in Advance:

- \$250 refundable cleaning deposit
- Signed waiver releasing District from liability
- Proof of canyon residency
- If alcohol is served, certificate of insurance with SMRPD held harmless & an additional insured

Non-Canyon Residents

Private Events (charges are for four hours)

Facility	Capacity	Fewer than 50	Deposit	50+	Deposit
		people		People	
Silverado Community Center					
Building A	131	\$100	\$100	\$200	\$250
Building B	48	\$100	\$100	-	
Buildings A & B	179	\$200	\$150	\$300	\$350
Modjeska Community Center	130				
Building		\$45	\$100	NA-	
Bounce house at either Center		\$40			

Required in Advance:

Fee and Deposit

Signed waiver releasing District from liability

Silverado or Modjeska Park (no buildings)

- \$500 per event, eight hour maximum
- Certain restrictions may apply
- Park rentals will be approved on a case by case basis by the Board.

Required in Advance:

- \$500 refundable cleaning deposit
- Signed waiver releasing District from liability
- If alcohol is served, certificate of insurance with SMRPD held harmless & an additional insured