



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:** _____

This application, when properly filled out, approved and signed by the SMRPD Board or its authorized representative, becomes a permit to use the facilities described for the time and purpose herein set forth. The applicant agrees to abide by the terms, rules and regulations of this permit set forth on the attached pages and other regulations of the SMRPD established for use of these premises and to pay such fees as may be required. **Fees and the deposit are due when the application is submitted. Please send the completed application & waiver with your fee and deposit checks to SMRPD, PO Box 8, Silverado, CA 92676. DO NOT DATE THE DEPOSIT CHECK. PLEASE INCLUDE SELF-ADDRESSED, STAMPED ENVELOPE. \$15 FEE FOR EACH RETURNED CHECK.**

Applicant

Ind/Org.		Nonprofit:	Y	N
Name:		Tax ID (org):		
Address:				
City:		State:	Zip:	
Phone:	Email:			

Facility:(check all to be used)

Silverado Park		Silverado Bldg B		Modjeska Park	
Silverado Bldg A		Silverado Children's Center		Modjeska Community Center	

Start Date:	End Date:
Start Time:	End Time:
Kitchen: Y N	Alcohol: Y N

Fee: \$ _____ **Deposit:** \$ _____ **Today's Date:** _____ **No. of guests:** _____
(Bounce house is an additional \$40)

AGREEMENT

I, the undersigned, in consideration of the use of the above noted premises, hereby agree to abide by and enforce all of the rules and regulations pertaining to the use of the facilities requested. I save and hold harmless and indemnify the SMRPD and its representatives from any and all claims of liability resulting from the use of such facilities, while under SMRPD's jurisdiction.

I further understand that I will be personally responsible in case of damage to any part of the facility being used by me or the organization I represent. We will pay for repairs or replacement of any item(s) damaged during the use of said facility, and will provide all necessary labor cost to return the facility in a clean and orderly condition.

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 or 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 Signature

Authorized SMRPD Signature

Event Type: _____ Event Date & Time: _____

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 soft-wheeled 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

Item	Have
Signed facility use agreement	
Fee	
Deposit	
Proof of residency	
<i>If alcohol is being served:</i>	
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
<i>Silverado Community Center</i>					
Building A	131	\$50	\$100	\$100	\$250
Building B	48	\$50	\$100	-	
Buildings A & B	179	\$100	\$150	\$150	\$350
<i>Modjeska Community Center</i>					
Building	130	\$45	\$100	Na	
<i>Bounce house at either center</i>		\$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 people	Deposit	50+ People	Deposit
<i>Silverado Community Center</i>					
Building A	131	\$100	\$100	\$200	\$250
Building B	48	\$100	\$100	-	
Buildings A & B	179	\$200	\$150	\$300	\$350
<i>Modjeska Community Center</i>	130				
Building		\$45	\$100	NA-	
<i>Bounce house at either Center</i>		\$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