

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 or bounce house used, please also include insurance certificate)

Event:

Event Date & Time:

Checklist

Item	Monies Rec'd (Inc. Amount method/check#)	Date Received
Signed facility use agreement		
Fee		
Deposit		
Proof of residency		
Number of Guests		
If alcohol is being served, or bounce house used:		
Certificate of insurance w/endorsement holding SMRPD harmless		

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. Reservations are on a first come, first served basis and become final upon deposit of facility use fee.

Applicant/User Renter

Individual/Organization		Nonprofit:	Y	N
Name:		Tax ID (org):		
Address:				
City:		State:	Zip:	
Phone:	Email:			

Facility:(check all to be used)

Silverado Community Center – Entire Facility	Silverado Park - Bldg A (Includes Kitchen)	Modjeska Community Center	
Silverado Park - Only	Silverado Park - Bldg B	Modjeska Park	
Silverado Park – Grass Area	Silverado Park – Bounce House	Modjeska Park – Tables & Playground	
Silverado Park – Stage & Courts	Silverado Park – Tables & Playground		

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

(Bounce house is an additional \$40. This fee does not include the actual bounce house and is for utility usage only)

Initial _____

FACILITY USE RULES

- All fees must be paid in full at time of reservation. The required deposit is conditionally refundable.
- Alcohol use must follow SMRPD policies. See below. If policies are not followed deposit is waived.
- Any event must end no later than one half hour before the time the facility is to be vacated.
- Rental times include set up and clean up.
- Building must be left clean and free of trash or deposit may not be returned.
- All furniture, equipment, etc. must be returned to its proper place.
- For all bounce house reservations:
 - Grass area must be reserved (bounce houses are only permitted on the grass)
 - Bounce house permit/utility fee of \$40 must be paid
 - Insurance with Endorsement of Additional Insured naming SMRPD is required 10 days before event. Insurance can be issued by renter's homeowners insurance policy or the bounce house vendor.

RENTAL REQUIREMENTS

- Applicants must provide photo ID and be at least 21 years of age.
- 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:
 - Valid California Driver's License with canyon address on license or official I.D. card issued by Dept. of Motor Vehicles for non-drivers,
 - Current year utility bill listing name and address of canyon residence,
 - Property tax statement.
- 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 with an endorsement naming SMRPD an additional insured 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 and/or arising out of or in any way connected with User/Renters use or occupancy of a facility or property controlled by the SMRPD.

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."

A. INDEMNIFICATION

(USER/RENTER) shall indemnify, defend, and hold harmless SMRPD, 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 SMRPD unless solely caused by the gross negligence or willful misconduct of SMRPD, its officers, employees, or agents. In addition to any and all other indemnifications, (USER/RENTER) shall indemnify, defend, and hold harmless SMRPD its officers, employees, and agents as well as St. Michael's Abbey 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 during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit, including any activities involving Unmanned Aircraft Systems (UAS).

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B. INSURANCE REQUIREMENTS

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 SMRPD, 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 SMRPD, which shall be endorsed to provide thirty (30) days' notice to the SMRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate and endorsement is not on file prior to the event, the SMRPD 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 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 SMRPD'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 SMRPD requires and shall be entitled to coverage for the higher limits maintained by the (USER/RENTER). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMRPD.

d. For Drone usage the UAS owner/operator shall procure and maintain insurance coverage at least as broad as: Aviation liability insurance, including bodily injury, property damage, products and completed operations with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If coverage is provided as part of a General Liability policy, then: 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 and advertising 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. Workers' compensation insurance. Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Vendor shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees, and volunteers. UA owner/operator shall submit to Agency the certificate of insurance along with an endorsement providing that Agency and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. UA owner/operator shall also submit a Waiver of Subrogation endorsement in favor of the Agency, its officers, agents, employees, and volunteers. Drones may not go further than 50' beyond Silverado Community Center property boundaries.

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

(USER/RENTER) shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

(USER/RENTER) agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

(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.

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

D. FORCE MAJEURE

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the SMRPD 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 (USER/RENTER) waives any right of recovery against SMRPD and the (USER/RENTER) shall not charge results of "acts of God" to SMRPD, its officers, employees, or agents.

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

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Additional Fees and Policies

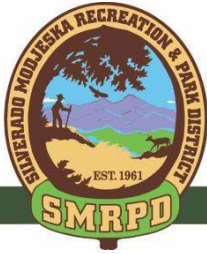
1. The Board reserves the right to charge additional fees for events incurring above average utility costs. Bounce houses will require advance permission and a \$40 utility fee. Use of live bands and/or PA systems must be approved by the Board. If approved, bands using electrical equipment will be assessed 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

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**EXHIBIT A
COMMUNITY CENTER AND PARK POLICY AND USE FEES**

Adopted By the Silverado-Modjeska Recreation and Parks District March 2022

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. A \$200 per hour penalty fee will be charged for any renters that show up before or stays up beyond their allocated time frame, including clean up. Fee will be deducted from deposit. For events that exceed 8 hours and/or include music or PA the Use Application for Wedding or Large Special Event is required.

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	\$200	\$150	\$350
Silverado Park – Park Only		\$350	\$500	\$400	\$500
Silverado Park – Tables & Playground		\$50	\$100	\$100	\$250
Silverado Park – Stage & Courts		\$50	\$100	\$100	\$250
Silverado Park – Grass Area		\$50	\$100	\$100	\$250
Silverado Park – Entire Facility		\$450	\$650	\$550	\$850
Modjeska Community Center					
Building	130	\$50	\$100	\$100*	\$250*
Modjeska Park					
Modjeska Park – Tables & Playground		\$50	\$100	\$100*	\$250*
Modjeska Park – Entire Park		\$200	\$500	\$250*	\$500*
Bounce house at either park		\$40	*+ insurance		

Required in Advance:

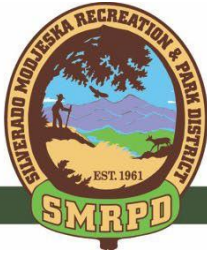
- Fee and Deposit
- Signed waiver releasing District from liability
- Proof of canyon residency
- If alcohol is served or bounce house is used, certificate of insurance with endorsement of additional insured naming SMRPD held harmless is required

Silverado or Modjeska Park (no buildings)

Park rentals approved on a case by case basis and certain restrictions may apply including no live music or PA system unless approved by Board

*Parking is limited for the Modjeska Community Center and Park. Consider renting the Silverado community center if you will have more than 15-20 cars.

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Non-Canyon Residents

Public Events

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Private Events - Charges are for four hours. A \$200 per hour penalty fee will be charged for any renters that show up before or stays up beyond their allocated time frame, including clean up. Fee will be deducted from deposit. For events that exceed 8 hours and/or include music or PA the Use Application for Wedding or Large Special Event is required.

Facility	Capacity	Fewer than 50 people	Deposit	50+ People	Deposit
Silverado Community Center					
Building A	131	\$100	\$100	\$200	\$250
Building B	48	\$100	\$100	-	
Buildings A & B	179	\$200	\$150	\$300	\$350
Silverado Park – Park Only		\$700	\$500	\$800	\$600
Silverado Park – Tables & Playground		\$100	\$200	\$200	\$350
Silverado Park – Stage & Courts		\$100	\$200	\$200	\$350
Silverado Park – Grass Area		\$100	\$200	\$200	\$350
Silverado Park – Entire Facility		\$900	\$650	\$1,100	\$900
Modjeska Community Center					
Building	130	\$100	\$200	N/A	N/A
Modjeska Park					
Modjeska Park – Tables & Playground		\$100	\$200	N/A	N/A
Modjeska Park – Entire Park		\$400	\$600	N/A	N/A
Bounce house at either park		\$40	*+ insurance		

Required in Advance:

- Fee and Deposit
- Signed waiver releasing District from liability
- If alcohol is served or bounce house is used, certificate of insurance with SMRPD held harmless & an additional insured

Silverado or Modjeska Park (no buildings)

Park rentals approved on a case by case basis and certain restrictions may apply including no live music or PA system unless approved by Board

*Parking is limited for the Modjeska Community Center and Park. Consider renting the Silverado community center if you will have more than 15-20 cars.

Initial _____