



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
USE APPLICATION FOR WEDDING OR LARGE SPECIAL EVENT AT THE SILVERADO PARK**

Event: _____ Date _____ Time: _____

CHECKLIST

Item	Date Received
Signed Facility Use Agreement	
Fee	
Deposit	
Proof of Residency	
Certificate of Insurance w/Endorsement	

Thank you for your interest in having your special event at the Silverado Park on the outskirts of the Cleveland National Forest. Our gazebo, garden, lawn, stage and buildings provide the perfect venue for your special event and can accommodate up to 300 guests for outdoor-only events and up to 130 guests for indoor dining and other activities. You are welcome to visit the park at any time. It is located at 27641 Silverado Canyon Road, Silverado, CA. You also can email us call us at (714) 649-2850 for a personal tour or to answer any questions. Please leave a message and we will get back to you within 24 hours.

To book the park, please complete the application below, initial all pages and sign on page 6.

Event Applicant

Individual/Organization:		
Address:		
City:	State:	Zip:
Phone:	Email:	

Date:	
Start Time:	End Time:
Expected number of attendees:	No. of parking spaces needed:

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FACILITIES BEING USED:

	YES	NO
Building A (Kitchen for food preparation and dining area)		
Building B (couches, bathrooms, dressing and preparation for event)		
Gazebo (wedding ceremony/speakers)		
Stage (band, musicians, speakers)		
Sport Court (dancing, other activities)		
Lawn (guest seating, receptions, recreation)		

ENTERTAINMENT

	YES	NO
Stage needed?		
Band/DJ music?		
Dancing?		
Outdoor lighting		
Sound system will be used?		

DINING

	YES	NO
Tented dining outdoors? (300 max)		
Indoor dining? (130 max)		
Kitchen food preparation by caterer?		
Kitchen food preparation by self or family?		
Kitchen food storage needed?		
Will alcohol be served?		

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 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. SEE BELOW FOR ADDITIONAL INFORMATION (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.

VENDORS AND CONTACT INFORMATION (please list all vendors who will be providing services)

NAME	ADDRESS	EMAIL	PHONE

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RULES

No rice, birdseed, confetti, etc.

Approved outside caterer allowed

No smoking

Rental times include set up and clean up.

Events must end one hour before the facility is to be vacated

Events and music must end by 10 PM

Facilities must be left clean and free of trash or the deposit may not be returned

All furniture, tables, equipment, etc. must be returned to its proper place

No sparklers or other flammable materials are allowed

No stakes allowed. Barrels or sand bags are allowed.

FEES AND OTHER REQUIREMENTS

Rental fees include exclusive use of the park, gazebo, stage, sport court, kitchen and two buildings for a maximum of 12 hours. Two sets of restrooms are provided. Outdoor lighting is available for evening events. Power plugs are available outside and in the gazebo. The fee also includes two hours of non-exclusive use of the park the week prior to the event for rehearsals.

	RENTAL FEE	DAMAGE & CLEANING DEPOSIT
<i>Canyon Resident (current resident, proof of residency required):</i>	<i>\$1,500.00</i>	<i>\$1,500.00*</i>
<i>Non-Canyon Resident:</i>	<i>\$2,500.00</i>	<i>\$1,500.00*</i>

****Note: A \$200 hourly penalty fee will be charged for any renter that shows up before or stays beyond their allocated time frame, including clean up. Fee will be deducted from deposit.***

Booking the facility requires two checks--the full rental fee check and the damage deposit check. The deposit is separate from the RENTAL FEE and covers damage and cleaning if the property and premises are not in satisfactory condition at the end of the event, as well as penalty fee, if applicable.

Certificate of Insurance with Endorsement holding SMRPD harmless required from ALL facility renters, unless waived by the SMRPD Board of Directors.

Also required are:

- A photo ID and proof that the applicant is at least 21 years of age
- A signed waiver releasing SMRPD from liability
- No smoking is allowed within the buildings or within 100 feet of a building
- For canyon residents, proof of canyon residency must be submitted with the application. Proof of residency can include: a) valid CA Driver's License with canyon address on license or official ID card issued by DMV for non-drivers; b) current year utility bill listing name and address of canyon residence, c) property tax statement,
- Bookings are not final until they have been approved by the SMRPD Board

CANCELLATIONS

Cancellations must be submitted in writing 30 days prior to the event in order to receive a refund. Cancellations inside 30 days prior to an event will forfeit the rental fee. Deposits will be refunded in accordance with the SMRPD rental policy.

EMERGENCY CONTACT

Steve Reighart at (909) 702-3081

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SUBMITTING THE APPLICATION

Once the application, fees, insurance certificate, endorsement, and deposit have been submitted, the SMRPD Board will review it. If approved, the application will be **signed by the SMRPD Board or its authorized representative, returned to the applicant and** become 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 and waiver with the fee and deposit checks to SMRPD, PO Box 8, Silverado, CA 92676. DO NOT DATE THE DEPOSIT CHECK. PLEASE INCLUDE A SELF-ADDRESSED, STAMPED ENVELOPE. Reservations are on a first come, first served basis and become final upon deposit of facility use fee.

Rental Fee: \$ _____ Deposit: \$ _____ Today's Date: _____

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

1. The (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).

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.

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- 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

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. 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

1. 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.

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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.

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.

Signature of Applicant

Authorized SMRPD Signature

Please mail signed agreement with proof of residency, fee, deposit checks, Certificate of Insurance, and Endorsement naming SMRPD as an additional Insured to SMRPD, PO Box 8, Silverado CA 92676.

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