

TUOLUMNE PARK & RECREATION DISTRICT

18603 Pine Street – Tuolumne, CA 95379

(209) 928-1214 / FAX (209) 928-1205

Email: admin@tuolumnerecreation.com

Website: www.tuolumnerecreation.com

APPLICATION FOR FACILITY USE

Pursuant to Section 5 of Ordinance No.1-97 of the Tuolumne Park and Recreation District (“District”) and further in conjunction with that “Maintenance Service Agreement” dated July 1, 2015 between District and the County of Tuolumne.

The undersigned organization/individual hereby makes application to District to use the indicated facility to conduct and/or sponsor the following event:

Name of Contact Person _____ Phone Number _____
 Mailing Address _____
 Email Address _____
 Name of Event _____
 Date of Event _____ Time _____

 (Signature of Authorized Person)

Permit/Facility Use Agreement

A. INDEMNIFICATION

1. _____ shall indemnify, defend, and hold harmless **Tuolumne Park and Recreation 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 _____ use or occupancy of a facility or property controlled by the **Tuolumne Park and Recreation District**, unless solely caused by the gross negligence or willfull misconduct of **Tuolumne Park and recreation Districtg**, its officers, employees, or agent

B. INSURANCE REQUIREMENTS

1. General liability insurance: _____ 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 **Tuolumne Park and Recreation Distirct**, its officers, employess, agents, and volunteers as additional insureds prior to the use of the facility. The _____ shall file certificates of such insurance with the **Tuolumne Park and Recreation District**, which shall be endorsed to provide thirty (30) days’ notice to the **Tuolumne Park and Recreation 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 **Tuolumne Park and Recreation 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 business of insurance or is on the list of Approved Surplus Lines 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 **Tuolumne Park and Recreation 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 _____ maintains higher limits than the minimums shown above, the **Tuolumne Park and Recreation District** requires and shall be entitled to coverage for the higher limits maintained by the _____. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **Tuolumne Park and Recreation District**.

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

- 1. _____ shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings
- 2. _____ agrees to abide by all applicable local, federal and state accessibility standards and regulations.
- 3. _____ 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. **Tuolumne Park and Recreation District** reserves the right to immediately revoke the user/renter's right to use of the facility under this agreement should they 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 **Tuolumne Park and Recreation 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, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. _____ waives any right of recovery against **Tuolumne Park and Recreation District** and _____ shall not charge results of "acts of god" to **Tuolumne Park and Recreation District**, its officers, employees, or agents.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE ABOVE DISTRICT AND MYSELF AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____ Date: _____

Name (printed) _____



TUOLUMNE PARK AND RECREATION DISTRICT

18603 PINE STREET – TUOLUMNE, CA 95379

(209) 928-1214 / FAX (209) 928-1205

Email: tuolumnepark@frontiernet.net

Website: www.tuolumnerecreation.com

HALL – RENTER RULES AND RESPONSIBILITIES

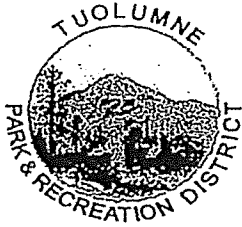
1. **NO** vehicles or cooking equipment of any kind are allowed on the lawn.
2. **NO** Bounce houses inside the hall. **OUTSIDE USE ONLY.**
3. **NO** outside electrical use.
4. **NO** tape of any kind may be applied to the floor.
5. **NO** thumbtacks or nails are to be used anywhere on the facility.
6. **POSITIVELY NO ACCESS TO THE VETERAN'S ROOM.**
7. **HALL BLEACHERS ARE OFF LIMITS UNLESS AUTHORIZED.**
8. **DO NOT** drag tables or chairs across the floors or remove them from the building.
9. **DO NOT OVERLOAD WALL PLUGS**, use extension cords if necessary.
10. **DO NOT TAMPER** with the sound system, electrical panels, water pipes, blinds, or curtains.
11. The renter is responsible for inspecting the grounds on a regular basis.
12. The facilities must be cleaned the day of the event unless other arrangements are made.
13. **RENTER IS RESPONSIBLE FOR ALL TRASH** in and outside hall before, during and after event.
14. **RENTER IS RESPONSIBLE FOR ALL GUESTS** in and outside hall before, during, and after event.
15. Remove all decorations before leaving.
16. Brooms, dust mops, wet mops and garbage bags are available for cleaning up.
17. **ALL FACILITIES**, including bathrooms must be swept, mopped, and cleaned before leaving.
18. Turn off swamp coolers/heaters and lights before leaving, unless previously arranged.
19. **CHECK ALL DOORS AND WINDOWS, ENSURING THEY ARE CLOSED AND LOCKED.**
20. **REMOVE ALL TRASH FROM PREMISES**
21. All keys are to be returned immediately after the event. If the office is closed, put keys through the mail slot in the office door.
22. If the key is lost or not returned, **\$150.00 WILL BE HELD FROM THE DEPOSIT.**

THERE WILL BE EXTRA CHARGES FOR SETTING UP EARLIER OR STAYING LATER THAN CONTRACTED.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE ABOVE DISTRICT AND I SIGN IT OF MY FREE WILL.

Signature _____ Date _____

Name (printed) _____



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Re: All Hall Users

As of January 1, 2020 the County is requiring everyone that utilized the hall to have and provide a copy of liability insurance to Tuolumne Park and Recreation District (TPRD). This includes all businesses, non-profit organizations, and private parties. There will be no exceptions to this policy.

Insurance Requirements

The (SPONSORING ORGANIZATION) shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to (TPRD). The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to (TPRD) by registered mail, return receipt requested, for the following stated insurance policy:

General Liability Insurance, with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury, \$500,000.00 per person, and \$100,000.00 for property damage.

If at any time said policy shall be unsatisfactory to (TPRD) or the (County), as to form or substance or if a company issuing such policy shall be unsatisfactory to (TPRD) or the (County), the (SPONSORING ORGANIZATION) shall promptly obtain a new policy, submit the same to the (TPRD) for approval and submit a certificate thereof as herein above provided. Upon failure of the (SPONSORING ORGANIZATION) to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of (TPRD) or the (COUNTY) may be forthwith declared suspended or terminated. Failure of the (SPONSORING ORGANIZATION) to obtain and/or maintain any required insurance shall not relieve the (SPONSORING ORGANIZATION) from any liability under this agreement, nor shall the insurance requirements be constructed to conflict concerning indemnification. (TPRD) and the (COUNTY) shall be named as an additional insured on all the insurance policies required herein. The Certification of Insurance and an Additional Insured Endorsement should include a description of your event and list both of the following entities as additional insured.

Tuolumne Park and Recreation District
18603 Pine St., Tuolumne, CA 95379

County of Tuolumne
2 South Green Street, Sonora, CA 95370

No usage permit or keys shall be issued until the applicant has supplied (TPRD) with a copy of the required insurance binder as stated above in this Agreement.

Please contact TPRD at 209-928-1214 or email us at admin@tuolumnerecreation.com if you need assistance with getting insurance or have any questions.