

PERMIT/FACILITY USE AGREEMENT WEED COMMUNITY CENTER

161 E. Lincoln Ave Weed, Ca 96094

(530) 938-4685

Contact Person: _____ Email Address: _____

Organization: _____ Non-Profit Tax ID: _____

Contact Person Address: _____

Contact Person Telephone Number(s): _____

Date(s) of Event: _____

Time(s) of Event: _____

Which room(s) are needed? _____

Purpose for which room(s) will be used: _____

Expected Attendance: _____ IS THIS A PRIVATE EVENT YES _____ NO _____

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **(Weed Recreation & Parks 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 **(USER/RENTER)**'s use or occupancy of a facility or property controlled by the **(Weed Recreation & Parks District)**, unless solely caused by the gross negligence or willful misconduct of **(Weed Recreation & Parks District)**, its officers, employees, or agents.

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.
 - a. Such insurance shall name **(Weed Recreation & Parks District)**, 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 **(Weed Recreation & Parks District)**, which shall be endorsed to provide thirty (30) days' notices to the **(Weed Recreation & Parks 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 **(Weed Recreation & Parks 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 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 **(Weed Recreation & Parks 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 **(USER/RENTER)** maintains higher limits than the minimums shown above, the **(Weed Recreation & Parks District)** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to **(Weed Recreation & Parks District)**.

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. **(Weed Recreation & Parks District)** 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 **(Weed Recreation & Parks 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. The **(USER/RENTER)** waives any right of recovery against **(Weed Recreation & Parks District)** and the **(USER/RENTER)** shall not charge results of "acts of God" to **(Weed Recreation & Parks District)**, its officers, employees, or agents.

Weed Recreation & Parks District is happy to tentatively reserve space for your event. A minimum non-refundable payment of \$50.00 is required at the time of your reservation to confirm your rental and will be applied toward your total payment.

- Payment in full is due 14 days prior to your event.
- We will also require your signature on the form enclosed. Your signature as a representative of the group using the building constitutes an agreement to release the Weed Recreation & Parks District from all liability during, or resulting from, your scheduled event.
- **Proof of liability insurance coverage must be provided by the renter 14 days before the event. *Must be in the name of the renter.***
- **If an outside caterer is used for the event, proof of the caterer's liability insurance is also required 14 days before the event.**
- There will be an additional \$100.00 fee charged for the use of the kitchen (stove/cooking).
- Early Access to room is available for a fee of \$25.00
- A Key/Damage/Security deposit of \$200.00 is required. If any of the \$200.00 is not needed, it will be refunded.
- A Cleaning/Set-up/Breakdown Fee Non-Refundable of \$50-\$100 is mandatory.
- Our building is smoke free.

Building Rental Agreement

This completed form accompanied with your deposit and signed agreement reserves the space you requested.

Weed Recreation & Parks District and the renter’s responsibilities are listed below. Please indicate your agreement to these rental conditions by signing so that your rental can be recorded on the **Weed Recreation & Parks District** event calendar. The contract can be returned to:

Weed Recreation & Parks District, 161 E. Lincoln Ave. Weed, CA 96094

- (Renting Organization or Individual) is responsible for the following:
- Renters must supply their own dishes, bar towels, utensils, pots and pans, cups, and glasses.
- Clean kitchen after use. Wiped down range, sinks, floor drains, tables. Clean cutting boards.
- All debris and garbage must be put in garbage bags and placed in the dumpster.
- Wipe down all tables and chairs if necessary.
- If there is a spill, wipe it up with water only.
- Do not stand on the tables or chairs. Please provide your own ladder.
- When moving tables and chairs, lift them and do not drag them across the floor.
- When attaching table coverings to the tables, use masking tape only. Remove all tape.
- No decorations of any kind are to be attached to the ceilings, light fixtures, sound baffles, or heater.
- Use of staples, pins, nails, or thumb tacks is prohibited on all walls and moldings. Except for Duct tape, or painters’ tape may be used and must be removed.
- The renter is responsible for the conduct of guests.
- It shall be the responsibility of the renter to pay for any damage to the structure or the furniture during the rental period. Charges will be assessed for replacement cost of items missing or for damages and deducted from the damage/security deposit. Or turned into your Liability Insurance for collection.

WEED RECREATION & PARKS DISTRICT COMMUNITY CENTER RENTAL FEES			
Room/Space	Member	Non-Profit	Non-Member
Grand Room	\$350.00	\$400.00	\$500.00
with kitchen	\$450.00	\$500.00	\$600.00
Fitness	\$100.00	\$120.00	\$130.00
with kitchen	\$200.00	\$220.00	\$230.00
Conference/Classroom	\$100.00	\$120.00	\$130.00
Kitchen Only	\$150.00	\$180.00	\$195.00
Pool	\$150.00	\$180.00	\$195.00
with party room	\$175.00	\$205.00	\$220.00
Set-up/Breakdown Fee Non-Refundable	\$50-\$100	\$50-\$100	\$50-\$100
Refundable Key Deposit/ Damage/Cleaning/Security Deposit	\$200.00	\$200.00	\$200.00

The Weed Recreation & Parks District will be responsible for the following:

- Set up of tables and chairs
- Providing a clean and orderly space.
- Orientation of the building and equipment use, if necessary.
- A garbage can liner to hold all garbage.
- Access to the dumpster.

- Providing a key to the building which must be returned upon checkout with Nancy or Christy.
- If the key is not returned, the key deposit of \$200.00 will be forfeited by the renter.

The renter will be responsible for the following:

- During the event, emergency doors must remain unlocked.
- Securing building after your event.
- Check that ALL doors are securely locked. People may have exited from a door you did not previously unlock.
- Close and lock all windows.
- Make sure all blinds or curtains are open.

AS LAWFUL CONSIDERATION for being permitted by the Weed Recreation and Parks District to use this facility, I hereby represent that I am authorized by the organization/party named on this application/contract to execute this agreement on its behalf. I have carefully read this entire agreement and fully understand its contents. I agree to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out its use of the District's facilities. I agree to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I am aware that this is a release of liability and a contract between the Weed Recreation & Parks District and me and/or the organization named above and have signed this agreement of my own free will.

Signed by: _____ Date: _____

On behalf of (Organization): _____

Signed by **Weed Recreation & Parks District** Rental Representative: _____

Member(s) on call for this event:

Name _____ Telephone # _____

Name _____ Telephone # _____

.....

Weed Recreation & Parks District Use Only:

Proof of Liability Insurance Received Date: _____

Proof of Caterer's Insurance Date Received: _____

\$ Total Room Cost without **Deposit**: _____

\$ Payment fee enclosed (minimum of \$50.00): _____ Date Paid: _____

\$ **Key/Damage/Security Deposit**: _____ Date Paid: _____

\$ Bal. due 14 days before event: _____ Date Paid: _____

.....

**ABSOLUTLY NO DRIVING, PARKING OR NO UNLOADING ON SIDEWALKS OR PATIO
(CONCRETE)**

FAILURE TO COMPLY WILL RESULT IN FORFEITURE OF SECURITY DEPOSIT

INITIAL

CHECKLIST

EQUIPMENT NEEDS TO BE COMPLETE BY RENTER

- _____ chairs (approximate number)
- _____ tables (approximate number)
- _____ projector and HDMI cord _____
- _____ microphone
- _____ sound system
- _____ TV control
- _____ stove
- _____ bar

ORIENTATION CHECKLIST TO BE COMPLETE BY Weed Recreation & Parks District REPRESENTATIVE AND RENTER

- _____ sound system
- _____ bar
- _____ light switches
- _____ cutting boards (3) red, white and blue boards
- _____ stove use
- _____ dumpster unlocked/ garbage can liners supplied
- _____ air/heating system
- _____ all door locks

_____ WRPD Rep. Signature & Date

_____ Renter Signature & Date

REQUIREMENTS FOR CERTIFICATE OF LIABILITY INSURANCE, YOU CAN GET THIS FROM YOUR HOMEOWNERS INSURANCE AS A RYDER OR CALL MARKETPLACE INSURANCE IN MT SHASTA

Marketplace Insurance Services, Inc. (530) 926-4500

LIMITS

EACH OCCURRENCE \$ 1,000,000
DAMAGE TO RENTED PREMISES (Ea. occurrence)\$ 100,000
MED EXP (Any one person) \$ 5,000
PERSONAL & ADV INJURY \$ 1,000,000
GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMP/OP AGG \$ 2,000,000
Deductible \$ 1,000

CERTIFICATE HOLDER

Weed Community Center
Weed Recreation & Parks District
161 E Lincoln Ave
Weed CA 96094

Name Of Additional Insured Person(s) Or Organization(s):

Weed Community Center
Weed Recreation & Parks District
161 E Lincoln Ave
Weed, CA 96094