

Weed Recreation & Parks
 161 E Lincoln Ave Weed, Ca
 Weedrec161e.lincolnave.com

Pool & Parks Rental/Use Agreement

Contact Information		
Name :	Date :	
Mobile Phone : ()	Email :	
Home Phone : ()	Email :	
Address :	Apt/Unit # :	
City :	State :	Zip :

Facility Information		
Facility Requesting :	Fee :	
Date Requesting :	Time Requesting :	
Payment Method : CASH _____ CHECK _____ CC _____	Total :	

SPECIAL REQUEST/INSTRUCTIONS (scoreboard/keys/bases/tables)

X Facility Interested in

Carrick Park-

- Carrick Picnic Area_____
- Carrick Playground/ Picnic Area_____

BelAir Park-

- Bel Air - Softball Field_____
- Bel Air -Gazebo/Horseshoe Pits & Barbeque Pit_____
- Bel Air -Playground/ Picnic Area_____
- Bocce Field_____

Weed Community Pool-

- WCP Big Pool (2 hr. minimum)_____
- WCP Wading Pool (2 hr. minimum)_____

Charlie Byrd Park-

- Charles Byrd - Gazebo Picnic Area_____
- Charles Byrd Park – Field_____
- Charles Byrd -Picnic & BBQ Area_____

*Lobis Field-*_____

*Son's Field-*_____

Signature required on page 3

Agreement of Responsibility

1. **INDEMNIFICATION:** 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.
2. **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.
 - 2.1. 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.
 - 2.2. 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.
 - 2.3. 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)**.
3. **COMPLIANCE WITH ALL APPLICABLE LAW, RULES & REGULATIONS**
 - 3.1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - 3.2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
 - 3.3. 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.
 - 3.4. **(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.
4. **FORCE MAJEURE:** 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.
5. **GENERAL INFORMATION**
 - 5.1. The Renter shall be held responsible for the condition of the facility and the conduct of the group using the facility.
 - 5.2. Park rental hours are from 10:00 am to 10:00 pm. All parks close at 10:00 pm. Facility rentals should end

by 9:00 pm to allow for clean-up.

5.3. Motor vehicles are not permitted on park trails or grass.

5.4. An alcohol permit is required when selling alcohol.

5.5. Glass bottles are not permitted in parks.

5.6. Users shall not deface or otherwise mark or damage the shelter, picnic tables, trash containers, trees, concession stand, ball fields, or any other WRPD property.

5.7. The Renter shall collect and place trash in the appropriate containers prior to leaving the facility.

5.8. The Renter shall carry a copy of the Facility Rental/Use Agreement with them during the time of their scheduled event.

6. **SUPERVISION**

6.1. Renters must be eighteen (18) years of age or older to rent facilities.

6.2. Appropriate supervision of youth activities is to be provided by the Renter.

7. **CLEAN UP**

7.1. The Renter shall be completely responsible for cleaning the facilities after the event to the satisfaction of Department staff.

7.2. Inadequate cleaning shall result in loss of security deposit and/or additional fees for the balance of Department resources used to clean the facility.

8. **FEES:**

8.1. Fees for the rental agreement will be agreed upon between Department staff and the Renter when the rental request is submitted and will be noted on page 1 of the Facility Rental/Use Agreement.

8.2. Department staff may request a Security Deposit Fee, in addition to Facility Rental Fees, from the Renter for events that require additional Department staff, resources, labor, set-up or planning.

8.3. Any required Security Deposit Fees must be paid at the time the rental request is submitted. All other Facility Rental Fees must be paid prior to the scheduled rental date.

8.4. Electricity fees may be incurred.

9. **CANCELLATION:** Facility rental reservations may be cancelled at any time.

9.1. A 100% refund of all fees paid will be granted for cancellations that take place at least ten (10) calendar days prior to the scheduled rental date.

9.2. A 50% refund of the Facility Rental Fees will be granted for all cancellations that take place at least three (3) calendar days prior to the scheduled rental date.

9.3. A 100% refund of the Security Deposit Fee shall be refunded for cancelled rentals.

9.4. Facility Rental Fees shall be refunded for events cancelled less than three (3) calendar days prior to the scheduled rental date.

9.5. 100% of any additional fees charged for Departmental support costs, which have not been incurred by the Department at the time of cancellation, shall be refunded. Any such fees that have already been incurred by the Department will not be refunded

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.

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 Recreation & Parks District
161 E Lincoln Ave
Weed CA 96094

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

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