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www.mcfarlandrpd.com

"Dedication to the Quality of Community Life"

## FACILITY RENTAL APPLICATION MOUSER CENTER

APPLICANT'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/ZIP: \_\_\_\_\_

PHONE: HM: \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: \_\_\_\_\_

PRIVATE: \_\_\_\_\_ SCHOOL (Name): \_\_\_\_\_

DATE OF RENTAL: \_\_\_\_\_ SET-UP HOUR From: \_\_\_\_\_ to \_\_\_\_\_ TOTAL HRS: \_\_\_\_\_

EVENT HOURS From (Include Clean-up Time): \_\_\_\_\_ to \_\_\_\_\_ TOTAL HRS: \_\_\_\_\_

NUMBER OF PERSONS ATTENDING: \_\_\_\_\_ PURPOSE OF RENTAL: \_\_\_\_\_

### PERMIT/FACILITY USE AGREEMENT

#### RECOMMENDED LANGUAGE FOR INSURANCE RELATED PROVISIONS

##### **A. INDEMNIFICATION**

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **(McFarland Recreation and Park District, hereafter referred to as 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 **(DISTRICT)**, unless solely caused by the gross negligence or willful misconduct of **(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 **(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 **(DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(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 **(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 **((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 (DISTRICT) 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 (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. (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 (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 (DISTRICT) and the (USER/RENTER) shall not charge results of "acts of God" to (DISTRICT), its officers, employees, or agents.

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**MCFARLAND RECREATION AND PARK DISTRICT**

FACILITY RENTAL APPLICATION

McFarland Recreation and Park District facilities are available to the public for private as well as nonprofit organizations.

1. To secure a date to rent facility, applicant must be 18 years of age, Application must be completed and signed by an **adult**, and be submitted with **FULL PAYMENT**.
2. Rental of any MRPD facilities for political purposes will be denied.
3. Application must be submitted at least 10 working days prior to date requested **No Exceptions**. Any rescheduling/cancellation requires paying \$20.00 administrative charge. All applications submitted are subject to approval or disapproval by District administration.
4. Rental of the Mouser Center will include Dining/Meeting Room, Kitchen, Restrooms, and Patio (if requested), and use of District tables and chairs (not to be removed from premises). Please keep in mind that not all tables and chairs we have might be available for you the day of rental. **Patio rental will not include access to Mouser Center or their restrooms. Note: Maximum capacity of Dining/Meeting Room is not to exceed 230 for assembly and 105 dining.**
5. Be sure to be thorough in the amount of time requested. Allow enough time to set up, have your function, and leave facility clean. **The facility will not be opened before the time that you request. THERE ARE NO REFUNDS FOR ANY UNUSED PORTION OF RESERVED TIME.**

6. Smoking is not allowed inside the facility. Alcoholic beverages are not allowed on the district premises. The responsible person is the one who signs this contract. They are responsible for enforcing the "no alcohol-smoking rule." If it is found that the renting party consumed alcohol, a minimum fine of \$100.00 will be subtracted from deposit, and a one (1) year suspension of any facility rental would be applied. This policy includes all adult teams/ programs.
7. Applications for ongoing regular meetings will be acceptable upon District approval with at least 10 working days' notice (District programs take precedent and scheduling conflicts that may arise). Applications may be made for a 3-month period with full payment due at the time the application is submitted. **No Exceptions.**
8. Applications for religious (sectarian worship or instructional purposes) functions to be held on a regular basis will be denied.
9. The person signing the application is responsible for setting up equipment, dismantling it and leaving the facility in good clean order (vacuum/mop/bag and dispose of all garbage). If facility does not pass inspection, the district will deduct cleaning and/or repair expenses from the deposit as needed. Refundable deposit is available for pick-up after your rental. If deposit check is not picked up it will be shredded within 5-10 working days following rental. In addition, applicant is also responsible for those persons attending and any damage that may be incurred by them. Any damage to the facility or equipment or contents of facility will be assessed, and an appropriate dollar amount will be either withheld from the deposit or charged separately if needed.
10. **POLICY ON OUT – OF – DISTRICT FEES FOR FACILITY USERS:** McFarland Recreation and Park District will charge an additional 25% on all Facility Rentals to Out-of-District persons. Out-of-District shall be interpreted as any person who does not reside within the McFarland Recreation & Park District boundaries.

Any individuals or group not abiding by these policies may be denied future use of the McFarland Recreation and Park District facilities.

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I have read the policies set forth by the McFarland Recreation and Park District and will see that they are enforced to the best of my ability.

\_\_\_\_\_  
 Applicant's Signature

\_\_\_\_\_  
 Date

## RENTAL CHARGES

All Rental's Require a \$200.00 Deposit \* Minimum of 3 hours\*

IN DISTRICT

OUT OF DISTRICT

Private	\$70.00 per hour	\$80.00 per hour
Set-up	\$35.00 (1hr. only)	\$40.00 (1hr. only)
Nonprofit	\$50.00 per hour	\$60.00 per hour

**\*\*Any rescheduling/cancellation requires paying \$20.00 administrative charge\*\***

### OFFICE USE ONLY

RENTAL HOURS: \_\_\_\_\_ x \_\_\_\_\_ TOTAL RENTAL FEE: \_\_\_\_\_

SET - UP HOUR: \_\_\_\_\_ x \_\_\_\_\_ SET UP FEE: \_\_\_\_\_

TOTAL RENTAL CHARGES: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_ DATE PAID: \_\_\_\_\_

AMOUNT OF DEPOSIT: \_\_\_\_\_ REFUND DATE: \_\_\_\_\_ BY: \_\_\_\_\_

APPLICATION RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICATION APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**DISTRICT MANAGER**



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