

OUTDOOR FACILITY USE PERMIT

Reservation Information (Please print clearly)

- 1. Type of Event: _____
- 2. Facility Requested: **Horse Arena (CPHA)**
- 3. Light Use: From: _____ pm To: _____ pm
- 4. Date Requested: _____
- 5. Time of Event: _____ am / pm Until _____ am / pm Approx. # of people: _____
- 6. Person in Charge (Permittee): _____ Phone #: _____
- 7. Address: _____ City/Zip: _____ Email: _____
- 8. Alternate Person in Charge: _____ Phone #: _____
- 9. Name of Veterinarian that will be used: _____ Phone #: _____

NOTE: A copy of the Certificate of Veterinary Inspection (CVI) must be provided to the District as well as be on site during the event.

- 10. Please answer each of the following questions:
 - Will you be selling, serving or furnishing any food, beverage or snack items? _____ YES _____ NO
 - Will you be serving or furnishing any alcoholic beverages? _____ YES _____ NO
 - Will you be selling any alcoholic beverages? _____ YES _____ NO
 - Will you be using any type of sound amplification equipment? _____ YES _____ NO
 - Will you be charging any entry fee or selling tickets to attend this event? _____ YES _____ NO
 - Will this event be open to general public? _____ YES _____ NO
 - Will you be placing any signs, ropes, banners, or other items on District property? _____ YES _____ NO
 - Will a commercial caterer be used? If so, name: _____ YES _____ NO
 - Will Shade and Water be provided for the animals? _____ YES _____ NO
 - Will cattle prods be used on the animals? _____ YES _____ NO

NOTE: Cattle prods cannot be used on any animal when that animal is in a chute.

IMPORTANT! PLEASE READ CAREFULLY BEFORE SIGNING: The applicant (and his or her organization) is solely responsible for any damages, accidents or injuries to persons or property resulting from the use of Rio Linda Elverta Recreation and Park District facilities or parks. Any applicant obtaining a permit shall be responsible for the control and supervision of the people and livestock in attendance during the use of the building and /or park and shall take care to see that no damage is done to the furniture or fixtures. Any violation of this provision can result in a denial of further permits and financial reimbursement for the repair or replacement must be made upon demand. **Non-compliance of the provisions above may also result in the forfeiture of the applicant's deposit.**

I/We, the undersigned, have read and hereby agree to abide by the above provisions, all rules and regulations of the Rio Linda Elverta Recreation and Park District, and the General Terms and Conditions listed on the reverse side of this Permit.

BY: _____ Date: _____

Cancellations made thirty (30) days or more prior to the rental will receive 100% refund less the rental deposit fee.

Cancellations made less than thirty (30) days of event will forfeit all fees paid to date. **NO EXCEPTIONS** _____ Initial
Per Policy 6040.4

A special event is defined as any event that charges a parking fee, entrance fee and offers any additional services including but not limited to food and beverage. If alcohol is served, an Alcoholic Beverage Control (ABC) License, additional insurance, and security is required. Security guards and Fulton El Camino Police will be scheduled by the District. All requirements stated in this section must be completed and proof of compliance submitted to the District's main office two (2) weeks prior to event date or reservation may be cancelled. _____ Initial

- Total Rental Fee: \$ _____ Paid [] Reservation Fee: \$ _____ []
- FEC Police: \$ _____ Paid []
- Security Guards: \$ _____ Paid []
- Staff Fee: \$ _____ Paid []
- *Refundable Deposit: \$ _____ Paid []
- Lights Fee: \$ _____ Paid []
- Liability Insurance: Received []

Balance Due: \$ _____ Date Due: _____

Emergency number: 911 or Non-emergency number: 916-874-5115

***Deposit will be sent to the address 3 to 4 weeks after event.**

Please have Permit with you at all times during your event.

This permit has been approved:

By: _____ Date: _____

OFFICE USE ONLY

Event Completed: _____ Initial

Deposit Returned: [] Yes [] No

Amount: \$ _____ Charges: \$ _____

General Terms and Conditions

1. **License.** By issuing the Permit set forth on the reverse side of this General Terms and Conditions, the Rio Linda Elverta Recreation and Park District (“District”) is granting the Permittee a freely revocable, non-exclusive license to use the Facility set forth therein, subject to the provisions of the Permit, all rules and regulations of the District, and these General Terms and Conditions (the “License”).
2. **Parties.** The “Parties” to these General Terms and Conditions are the District and the Permittee set forth on the reverse side of this document.
3. **Termination.** The District may terminate this License for cause or without cause, and such termination shall be effective upon notice tendered to the Permittee.
4. **Indemnification/Defense/Hold-Harmless.**
 - a. **Generally.** To the furthest extent permitted by California law, Permittee shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:
 - (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Permittee, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants of any tier, licensees, and sublicensees of any tier; or
 - (2) arises out of, pertains to, or relates to the performance or exercise of the Permit or the License, including any sublicense of any tier.
 - b. **Indemnified Parties, Defined.** The “Indemnified Parties” are the District, its officers, consultants, employees, and members of its legislative body.
 - c. **Claim, Defined.** A “Claim” consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees and causes of action to property or persons, including personal injury and/or death.
 - d. **Counsel.** The District may accept or reject legal counsel Permittee proposes to defend the District with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend the District at Permittee’s expense against a Claim.
5. **Insurance.**
 - a. Contractor shall procure and maintain at all times during the License the following insurances with minimum limits equal to the amounts indicated below.
 - (1) **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Permittee, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments that arises out of, pertains to, or

relates to the performance or exercise of the Permit or the License, including any sublicense of any tier. (Form CG 0001 and CA 0001)

- (2) **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees engaged in the performance

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$1,000,000

or exercise of the Permit or the License, including any sublicense of any tier.

- b. At all times during the License, the Permittee shall not exercise the License until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - (1) A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
 - (2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - (3) An endorsement stating that the District and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Permittee’s insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - (4) All policies shall be written on an occurrence form.
6. **Compliance with Applicable Law.** Permittee shall observe and comply with all rules and regulations of the District’s legislative body, and all federal, state, and local laws, ordinances and regulations.

In accordance with the California Department of Public Health (CDPH) regarding the use of Face Coverings:

1. For **fully vaccinated** persons, face coverings are not required outdoors except when attending crowded outdoor events, such as live performances, parades, fairs, festivals, sports events, or other similar settings.
2. For **unvaccinated** persons, face coverings are **required** outdoors *any time physical distancing cannot be maintained*, including when attending crowded outdoor events, such as live performances, parades, fairs, festivals, sports events, or other similar settings.

If a person is not wearing a face mask, they attest to being fully vaccinated. Face masks should still be used in situations where social distancing cannot be adhered to.

By signing below, you attest that your participants and spectators are vaccinated, or will be wearing appropriate face coverings if they have not been vaccinated.

Name (printed):

Date:

Signature: