Rio Linda Elverta Recreation and Park District

810 Oak Lane * Rio Linda, CA 95673 * 916-991-5929 * On Call 916-915-7783 (after hours)

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. Cancelations 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 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 four (4) weeks prior to event date or reservation may be cancelled. _____Initial

DISTRICT USE ONLY

Total Rental Fee: $ _____Paid [ ] Reservation Fee: $_____[ ]

Security Guards: $_____Paid [ ]

Misc: $_____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
   1. The (renter) shall indemnify, defend, and hold harmless Rio Linda Elverta Recreation and Park 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 (renter)'s use or occupancy of a facility or property controlled by the Rio Linda Elverta Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Rio Linda Elverta Recreation and Park District, its officers, employees, or agents.

Indemnification

1. The (**renter**) shall indemnify, defend, and hold harmless **Rio Linda Elverta Recreation and Park 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 **(renter)'s** use or occupancy of a facility or property controlled by the **Rio Linda Elverta Recreation and Park District**, unless solely caused by the gross negligence or willful misconduct of **Rio Linda Elverta Recreation and Park District**, its officers, employees, or agents.

A. 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 $4,000,000 per occurrence, $8,000,000 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 be named **Rio Linda Elverta Recreation and Park District**, its officers, employees, agents, and volunteers as additional insurers prior to the use of the facility. The (**USER/RENTER**) shall file certificates of such insurance with the **Rio Linda Elverta Recreation and Park District**, which shall be endorsed to provide thirty (30) days' notice to the **Rio Linda Elverta Recreation and Park 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 **Rio Linda Elverta Recreation and Park 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 **Rio Linda Elverta Recreation and Park 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 **Rio Linda Elverta Recreation and Park 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 **Rio Linda Elverta Recreation and Park District**.

B. 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. **Rio Linda Elverta Recreation and Park 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.

FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **Rio Linda Elverta Recreation and Park 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 **Rio Linda Elverta Recreation and Park District** and the (**USER/RENTER**) shall not charge results of "acts of God" to **Rio Linda Elverta Recreation and Park District**, its officers, employees, or agents.

A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Rio Linda Elverta Recreation & Park District at least thirty (30) days prior to the permit date.

- An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- Renters who have employees are required to carry workers' compensation for employee injury/illness.

Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.**

  - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- Minimum liability limits are as follows:
  - $8,000,000 General Aggregate
  - $4,000,000 Per Occurrence
  - $4,000,000 Automotive
  - $4,000,000 Personal & Advertising Injury
  - $4,000,000 Products Completed-Operations
  - $1,000,000 Sexual Abuse and Molestation Per Occurrence
  - $2,000,000 Sexual Abuse and Molestation General Aggregate
- Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.
- **Sports Organizations** – If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. **Minimum coverage 2M per occurrence and 4M in general aggregate.**
- Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL Policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

- The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:

Rio Linda Elverta Recreation and Park District, its Directors, Officials and Employees

810 Oak Lane, Rio Linda, CA 95673

- Cancellation Clause must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."
- No blanket endorsements will be accepted.