

## INDOOR FACILITY USE FEE & PROCEDURES

### Community Center

8 hours	\$600.00
4 hours	\$300.00
Kitchen Use Fee	\$250.00
Refundable Kitchen Deposit	\$200.00
Additional hours	\$75/hr.
*Refundable Cleaning Deposit	\$300.00
Seating Capacity	145

### Depot

8 hours	\$400.00
4 hours	\$200.00
Additional hours	\$50/hr.
*Refund Deposit	\$200.00
Seating Capacity	56

**\*Events providing alcohol shall provide a \$550.00 refundable cleaning deposit and will provide an additional \$55.00/hour for District arranged security guard services. District reserves the right to require security guard services at any event.**

### Reservations

- a. Renter must be twenty-one (21) years of age.
- b. Applications will be accepted on first come first serve basis.
- c. Renters can submit applications one year in advance of their scheduled activity.
- d. A \$100.00 reservation deposit is required to secure the reservation and is applied to the rental fee.

### Liability Insurance

Renter shall provide liability insurance in the amount of \$2,000,000/\$4,000,000 general aggregate and \$1,000,000 sexual abuse and molestation coverage and naming the District as additional insured with **Endorsement Page's attached** and providing a 30-day notice of cancellation. The "Insured" will be the Person in Charge. The "Certificate Holder", along with the "Additional Insured Person(s) Or Organization(s)", will be the Rio Linda Elverta Recreation and Park District, its Directors, Officials and Employees 810 Oak Lane, Rio Linda CA 95673. This insurance is acquired through <https://www.theeventhelper.com#jp97o3> or by scanning the QR Code.

Certificate of insurance shall be provided to District thirty (30) days prior to the event.

If you cannot provide the required insurance thirty (30) days prior to the event, your event is subject to be cancelled.



### Refundable Cleaning Deposit

A refundable cleaning deposit shall be required for all reservations, payable at the time of reservation. The refundable deposit is separate from the rental fee and cannot be applied to rent. Deposit is refundable provided the facility and kitchen is returned in the same condition in which it was found, and all hours occupied have been pre-paid. Any part of the cleaning deposit can be withheld for 1) damages to the building, furnishings, or grounds; 2) facility left in unclean condition; 3) missing equipment or furnishings; 4) occupation beyond pre-paid reserved hours; or 5) cancellation of reservation within sixty (60) days of event. Deposit will be returned no later than thirty (30) days after event if facility is left in same condition as issued.

- a. **At the discretion of the General Manager, the refundable cleaning deposit may be reduced or waived for low-risk activities.**
- b. **District reserves the right to require security guard services at any event.**

### Cancellations

- a. A \$30.00 administrative fee is charged in the event a cancellation occurs 31 days or more of scheduled event. If cancelled 30 days or less of scheduled event the \$100.00 deposit is retained by District.
- b. A late fee of \$50.00 will be assessed when fees are not paid in total within thirty (30) days of rental date(s).
- c. District Reserves the right to cancel the event and retain all payments if reservation is not paid In-full 30 days prior to the event.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**The above signature implies I have read and understood all five pages of this rental agreement and that I agree to follow all of the policies and procedures related to my rental.**

## General Rules

- a. The person listed as "Person in Charge" on the Facility Use Permit must be present at the scheduled start time of the rental. A staff member will conduct a building walk-through at that time. No one else will be permitted to enter the building until the designated Person in Charge has arrived.
- b. Smoking is not allowed inside buildings.
- c. Facility must be cleaned and vacated by 12:00 midnight. District Administrator may approve activities past midnight at double the hourly rate.
- d. District staff shall always monitor the facility.
- e. Renter is responsible for set up and removal of all decorations used. The Renter will be responsible for the set up and take-down of District equipment used by Renter.
- f. District may require renter to provide security personnel. If security personnel are required, it will be maintained at a level of 1:100 attendants of the event.
- g. Renter shall be solely responsible for.
  - 1) Damage, loss, accidents, or injuries to persons or property resulting from use of District property.
  - 2) Supervision and control of persons in attendance.
  - 3) Damage to furniture, fixtures or any part of the facility. Additional charges will be assessed for any damage, repair or cleaning required by the District. Any serious injury or damages incurred on District property shall be reported to staff immediately.
- h. Renter pays for time spent decorating, band set up and take down, and caterer set up and take down;
- i. District approved private security is required for all activities serving alcohol during rental event. Cost of private security must be paid with rental fee to secure reservation.
- j. Music and entertainment must cease one (1) hour prior to the end of the event.
- k. For any event in which alcoholic beverages are sold, the renter is required to notify the Sheriff's Department. In addition, renters must secure an Alcoholic Beverage Control (ABC) Permit and follow all State and local laws regarding sale and consumption of alcohol. Permission to use the facility will not be granted until the ABC permit is received by District. If alcohol is served it is the renter's responsibility to ensure no one under the age of twenty-one (21) is possessing or consuming alcohol. If this occurs the event will be shut down immediately.
- l. District staff reserves the right to full access to all activities at any time in order to ensure that all District rules and regulations, as well as County and State Laws are being observed.
- m. District reserves the right to cancel or reschedule any reservation to accommodate District activities.
- n. District reserves the right to suspend any individual or group from using the facilities in the event their behavior is abusive or destructive, or violates any District rules or regulations, without refund of fees previously paid.
- o. Activities involving persons under the age of twenty-one (21) years must be supervised by adults at a ratio of one adult for every 15 minors. A list of chaperons must be submitted to the District at time of reservation, no later than thirty (30) days prior to event.
- p. Control of lights, heating, and cooling systems and other equipment is the responsibility of District staff. Any requests for adjustments shall be made to the staff member on duty.

## Setup

- a. All event equipment must be approved by District two (2) weeks prior to the reservation date. District will determine if additional insurance is needed for equipment items.
- b. **Confetti, glitter, glitter clothing or decorations, candles, open flames, deep fryers and fog/smoke machines are NOT permitted under any circumstances. Initial.**
- c. **No cooking is permitted in the facility unless done within the Community Center Kitchen. No heated cooking appliances are permitted to be brought onto the premises. This includes but is not limited to deep fryers, griddles, portable cooking stoves, and hot plates. Initial**
- d. All District equipment must remain inside the facility and cannot be used outdoors.
- e. Plans for decorations must be approved by District at least thirty (30) days prior to the event. The use of staples, tacks and nails on walls is prohibited. Decorations shall be made of fireproof or fire-retardant materials. At no time shall exits be covered or obstructed.
- f. Renters are responsible for all persons present during the set up and cleanup of event. Use of ladders during rental is at the risk of renter. Renters shall be required to sign District's indemnification clause acknowledging proper use of ladders.

## Cleaning

- a. All cleaning must be completed prior to check out time on the same day as the event. Renters are responsible for; **1) Depositing** all refuse in District supplied trash bags and depositing those bags in the area located in the Community Center outdoor kitchen area; **2) wiping clean** all tables and chairs, **3) removing** all decorations; **4) sweeping & mopping** floors; **5) clean** all kitchen equipment and counters and **6) clean** all rented District equipment.

- b. A cleaning check list will be completed before and after each rental by District staff. The District shall provide the following: trash bags, paper towels, dust mop, wet mop, vacuum, cleanser, dish soap, sponges, hand towels and any other materials or supplies needed to restore the facility to pre rental condition.

### Accessibility

The District is committed to compliance with the Americans with Disabilities Act (ADA). The district facilities are fully accessible.

### 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 \$2,000,000 per occurrence, \$4,000,000 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.

### **C. 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:
  - \$4,000,000 General Aggregate
  - \$2,000,000 Per Occurrence
  - \$1,000,000 Automotive
  - \$1,000,000 Personal & Advertising Injury
  - \$1,000,000 Products Completed-Operations
  - \$1,000,000 Sexual Abuse and Molestation
- 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.