

ARDEN MANOR RECREATION & PARK DISTRICT 1415 Rushden Drive, Sacramento CA 95864 (916) 487-7851 / WWW.AMRPD.ORG

. .

	FACILII	Y RENIAL AI	PPLICATION	
(APPLICAN	NT MUST BE 21+ YEARS. Pleas	e complete application ir	n its entirety or the Permit pro	ocess may be delayed.)
Applicant Name (main	contact for rental):			
Name of Organization:	:			
Address:		City/State:		Zip:
Email:			Phone Number:	
Co-Applicant:			Phone Number:	
Address:		City/State:		Zip:
Please choose one:		□ NON-RESIDENT		г
Choose a facility:	Community Center	🗌 Pool Patio		
Rental Date(s):		Days of t	he Week:	
Rentable hours: 8am –				
	/pm TO am/pm <mark>clude all time needed for</mark>			Total Hours Rented:
				21 years +: Yes / No
COMMUNITY CEI	NTER		RENTAL INFOR	MATION
□ NON-RESIDENT \$500 FOR 4 HOURS (\$125 PER HOUR AFTER)		,	- REFUNDABLE DEPOSIT OF \$500 REQUIRED - MINIMUM 4 HOUR RENTAL TIME	
□ RESIDENT \$420 FOR 4 HOURS (\$105 PER HOUR AFTER) □ NON-PROFIT \$260 FOR 4 HOURS FRI/SAT/SUN (\$65 PER HOUR AFTER)			- RENTAL MUST INCLUDE SET UP & CLEAN UP TIME	
□ NON-PROFIT \$180 FOR 4 HOURS MON-THUR (\$45 PER HOUR AFTER)			 RECOMMENDED MAXIMUM ATTENDANCE 60 PERSONS CAPACITY: 70 PERSONS DINING, 140 PERSONS STANDING ALCOHOL, SMOKING/VAPING IS NOT PERMITTED 	
POOL PATIO (PUB	BLIC SWIM ONLY)		RENTAL INFORM	MATION
	ILABLE DURING PUBLIC SWIM	HOURS	- POOL ENTRY NOT INCLUD	
□ PRIVATE PATIO \$!	55 FOR 3 HOURS		- OUTSIDE FOOD MAY BE B	ROUGHT IN

- RENTAL MUST INCLUDE SET UP & CLEAN UP TIME
- NO GLASS
- ALCOHOL NOT PERMITTED

*Alcohol, Smoking/Vaping is not permitted and any evidence of Alcohol, Smoking/Vaping shall forfeit the entire deposit of \$500.00 and all fees. The Party will be shutdown and entire Cost and Deposit will be forfeit.

Applicant Printed Name:			Signature:	_ Date:	
Co-Applicant Printed Name:			_Signature:	Date:	
 Will there be an admission fee? Will food be sold? Will food be served? Type of cooking method? 	Yes Yes Yes	No No No	5. Will music be played? 6. If you answered yes to #5, what kin (circle all that apply): DJ / Band / Acou		• •

FEES AND PAYMENT INFORMATION

HOURLY RATE:	_ TOTAL HOURS:	TOTAL FEES:	RENTAL DEPOSIT:	TOTAL FEES DUE:
PAYMENT RECEIVED:	DATE:	RECEIPT #:	STAFF INITIAL:	BALANCE:
PAYMENT RECEIVED:	DATE:	RECEIPT #:	STAFF INITIAL:	BALANCE:

DEPOSIT REFUND TERMS AND CONDITIONS

I understand that a deposit of \$500.00 is due at the time of booking to ensure my reservation, and that full payment must be made at least 14 days prior to the scheduled usage date. I understand that a cancellation made less than 14 days before the scheduled rental shall result in the forfeit of all usage fees and/or the security/key deposit.

I also understand that Alcohol, Smoking/Vaping is not permitted and any evidence of Alcohol, Smoking/Vaping shall forfeit the entire deposit of \$500.00.

Any costs incurred by the District for clean-up, facility repairs or equipment replacement will be deducted from the security deposit. If such costs are greater than the deposit, then the renter shall be billed for the additional costs. Failure to pay within fourteen (14) business days will result in legal action. Any costs associated with the collection of monies due, including legal costs, will be the responsibility of the renter.

I have read and understand the above terms and conditions and agree to fully abide by them and understand that any violation may result in the cancellation before, or early dismissal on, the day of the event and forfeit of the deposit and rental fees.

Applicant Printed Name:	Signature:	_ Date:
Co-Applicant Printed Name:	_ Signature:	_Date:

FACILITY WALK THROUGH

I acknowledge that Arden Manor Recreation and Park District Staff have demonstrated the proper procedures for opening and closing the Community Center building, displayed the location of all cleaning supplies and equipment needed for cleaning at the conclusion of my rental.

INSURANCE REQUIREMENTS

General liability insurance: The 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

Such insurance shall name the Arden Manor Recreation and Park District, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Renter shall file certificates of such insurance with the Arden Manor Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Arden Manor 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 Arden Manor Recreation and Park District may deny access to the facility.

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 Arden Manor Recreation and Park District's self-insurance pool.

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 Renter maintains higher limits than the minimums shown above, the Arden Manor Recreation and Park District requires and shall be entitled to coverage for the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Arden Manor Recreation and Park District.

□ I will provide my <u>own insurance.</u>

AGREEMENT AND RELEASE OF LIABILITY

The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, and that the undersigned has read and understood the Facility Rental Rules and Regulations as set forth by Arden Manor Recreation and Park District pertaining to the use of AMRPD facilities. To the maximum extent permitted by law, the undersigned or, if signing for an organization, that organization, on behalf of itself and all parties claiming by or through it, hereby releases and agrees to indemnify and hold AMRPD free and harmless from and against any and all liability, harms, injuries, claims, damages, or causes of action arising out of or in any way connected with or related to the use or occupancy of the facility(ies) including, without limitation, any personal injury or property damage suffered by any user of the facility(ies) or any guest, vendor, agent, employee, or member thereof, whether caused by the act or neglect of the user, a third party, AMRPD, agents or employees thereof, *force majeure*, or by any allegedly dangerous condition of the facility(ies) or surrounding area.

INDEMNIFICATION

The Renter shall indemnify, defend, and hold harmless Arden Manor 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 use or occupancy of a facility or property controlled by the Arden Manor Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Arden Manor Recreation and Park District, its officers, employees, or agents.

COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS (Initial)

- 1. A Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
 - 2. The Renter agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- 3. The 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. Arden Manor Recreation and Park District reserves the right to immediately revoke Renter's right to use of the facility under this agreement should Renter fail to comply with any provision of this section.

Force Majeure

Notwithstanding anything to the contrary contained in this agreement, Arden Manor Recreation and Park District (AMRPD) 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 public authority, and other causes beyond their control. The undersigned waives any right of recovery against AMRPD and the undersigned shall not charge results of "acts of God" to AMRPD, its officers, employees, or agents.

Applicant Printed Name:	Signature:	Date:
Co-Applicant Printed Name:	Signature:	Date:

FACILITY RULES AND REGULATIONS

I certify that I, the applicant reserving with Arden Manor Recreation and Park District, am at least 21 years of age. I understand that I or an appointed representative must be present at the beginning of the rental time and must be present at the end of the rental time for inspection. I agree to do a full facility evaluation walk-through with staff of all areas listed on the evaluation form prior to and after event to review any current or new damage to facility which may have occurred during my rental. I understand I am responsible for adhering to all of the Facility Rental Rules and Regulations. The Facility Rental Rules and Regulations are attached to this agreement for my review and understanding.

The following requirements include, but are not limited to, the following:

- 1. Reservations are not confirmed until the security deposit and/or rental fees are received by the District.
- Removing all decorations, debris, food, beverages off of all tables, chairs, bar areas, outdoor signage, and/or any other AMRPD equipment that was used during your event. After cleanup, all trash is to be placed in the Park Dumpster. It is located on the north side of the park, between the school parking lot and the park.
- 3. Applicant will be held responsible for the cleanup and condition in which the facility is left in accordance to the Facility Rules and Regulations. Failure to adhere to the cleaning guidelines or any damages to AMRPD property will result in the applicant being charged for all damage and additional cleanup. If such costs are greater than the deposit, then the renter shall be billed for the additional costs. Failure to pay within fourteen (14) business days will result in legal action. Any costs associated with the collection of monies due, including legal costs, will be the responsibility of the renter. A hold will be placed on the applicant's household account for all future rental or registration activity with AMRPD until the charges are paid in full.
- 4. Furniture, dishes, food, beverages or decorations may not be left in the facility overnight. AMRPD cannot be held responsible for any items left behind. AMRPD is not responsible for any lost or stolen personal property or items.
- 5. Adhesives, nails, screws, pins, or staples on facility walls are prohibited.
- 6. No music is permitted outside after 10:00 PM, without specific District authorization.
- 7. Smoke, mist machines, e-cigarette devices, tobacco or tobacco like products, or vapor type devices are prohibited in all AMRPD facilities, including but not limited to any buildings, parks, open space, sports fields, swimming pools, parking lots, sidewalks, trails, restrooms, and historical sites or structures. Alcohol use is not permitted.
- 8. Activities opened to the general public, collection of fees, advertising, sale of merchandise or food products are all prohibited without the consent of the District.
- 9. Confetti, glitter, sequins, sparklers, rice or birdseed is not allowed in any AMRPD facility.
- 10. Vehicles may not be driven, or parked, on Park District property for any reason. This applies to all park, facility, and pool Rentals. Vehicles on park property will be cited and towed by Park Police Services.
- 11. All changes to this application must be made in writing by the applicant and mutually agreed upon with AMRPD prior to the rental date.
- 12. All refunds are processed through the County of Sacramento. Refund checks commonly arrive by mail three to four weeks after a rental to the address provided on the rental application.
- 13. A facility rental deposit is due at the time of booking the rental. This deposit becomes nonrefundable if the applicant chooses to cancel the rental (seven) 7 business days after booking the rental, and/or fails to follow the Facility Rental Rules and Regulations, and/or there is damage to AMRPD's facility or property, and/or the applicant fails to meet the cleaning expectations. Cancellations made less than (fourteen) 14 days of scheduled rental, will result in the loss of the facility rental deposit and/or any fees paid towards the rental.
- 14. Final rental fees and additional facility rental forms are due (fourteen) 14 days prior to the scheduled rental. Failure to make the final payment will result in the rental being cancelled and all fees paid will be nonrefundable.
- 15. Fees may be assessed if the facility guidelines are not kept or if arrival or departure from the facility occurs outside of the scheduled rental time. Rental entry and exit times are remotely monitored and will be reviewed prior to deposit refund. The rental deposit may be fully or partially withheld due to early entry or late exit from the facility. Failure to set the alarm in the Community Center upon departure shall result in the automatic forfeiture of the entire \$350.00 security deposit.
- 16. There is a \$55 charge for all returned checks.

I understand that failure to comply with this application may lead to losing portions and/or all of my rental deposit and fees, which in some cases may exceed the deposit amount. I have read and understand the cleaning requirements of Arden Manor Recreation and Park District. I further understand that even if I delegate these responsibilities to other members or service agencies for which I have contracted, such as caterers, decorators, etc., I still have the ultimate responsibility to return the facility to its original rental conditions.

Applicant Printed Name:	_Signature:	_Date:
Co-Applicant Printed Name:	Signature:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED ALONG WITH ALL FACILITY KEYS IN ORDER FOR YOUR RENTAL DEPOSIT TO BE REFUNDED.

GENERAL CLEANUP

- ______ FLOORS HAVE BEEN SWEPT, ALL SPILLS HAVE BEEN CLEANED AND DRIED.
- ALL TRASH AND DEBRIS HAS BEEN REMOVED FROM THE PATIO AREA.
- _____ RESTROOMS CHECKED FOR TRASH ON FLOORS AND RETURNED TO THE CONDITION IN WHICH THEY WERE FOUND.

KITCHEN AREA

- WIPE CLEAN AND DRY ALL SPILLS ON THE FLOORS AND WALLS.
- _____ CLEAN KITCHEN SURFACES (COUNTER, RANGE, SINK) WITH SURFACE CLEANER IF NEEDED.
- _____ REMOVE ALL FOOD ITEMS, CONTAINERS, AND EQUIPMENT. ALL ITEMS LEFT BEHIND WILL BE DISPOSED OF.
- _____ CLEAN INSIDE OF OVEN, MICROWAVE, AND REFRIGERATOR IF NEEDED. TURN OFF OVEN AND COFFEE MAKER.
- _____ REMOVE GARBAGE BAG AND TAKE TO THE DUMPSTER LOCATED IN THE PARKING LOT.

TABLES AND CHAIRS

- ALL TABLES AND CHAIRS HAVE BEEN WIPED DOWN WITH CLEANER AND ARE FREE OF FOOD AND OTHER RESIDUE.
- _____ ALL TABLES AND CHAIRS HAVE BEEN RETURNED TO THEIR ORIGINAL LOCATION.

AGREEMENT

I UNDERSTAND THAT THE FACILITY RENTAL SECURITY DEPOSIT WILL NOT BE REFUNDED IF THE FACILITY IS LEFT IN POOR CONDITION OR IF THE ITEMS ON THIS CHECKLIST ARE NOT COMPLETED. I UNDERSTAND THE SECURITY DEPOSIT MAY TAKE 4-6 WEEKS TO BE REFUNDED.

 Applicant Printed Name:
 Date:

 Co-Applicant Printed Name:
 Date:

Please place this form and all facility keys into the original rental envelope provided. Place the envelope in the drop box located to the left of the main office doors. Failure to return the Facility Rental Checklist and facility keys will result in the forfeit of the rental.