

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

PICNIC/ATHLETIC FIELD RENTAL APPLICATION

(APPLICANT MUST BE 21+ YEARS. Please complete application in its entirety or the Permit process may be delayed.)

| Applicant Name (m | ain contact for rental): | | | | |
|--|--|-----------------|--|----------------------------------|--|
| Name of Organizati | on: | | | | |
| Address: | | City/S | tate: | Zip: | |
| Email: | | | Phone Number: | | |
| Co-Applicant: | | Phone Number: | | | |
| Address: | | City/ | State: | Zip: | |
| Please choose one: Rental Date(s): | | | DENT | PROFIT/SCHOOL | |
| | The state of the s | | : am/pm TO am tup, main event, and clea | /pm Total Hours Rented: anup. | |
| Type of Event: | | | Is honored | guest 21 years +: Yes / No | |
| Total Expected Atte | endance: | Non | orofit Tax ID No.: | | |
| Each additional H ☐ DETERDING PARK TAI | RESIDENT NON-RE \$40 \$50 our: Resident \$10/ Non-Re | esident \$12.50 | RENTAL INFORMATION - NO GLASS - SMOKING AND ALCOHOL NO - RENTAL FEES ARE MINUMUN - | | |
| ☐ FIELD RENTAL ☐ JONAS SOCCER FIELD ☐ JONAS SOFTBALL FIEL ☐ CRABTREE BASEBALL ☐ CRABTREE SNACK BAI | D \$15 PER HOUR | ₹ | RENTAL INFORMATION - RENTAL FEES ARE MINUMUN - NO GLASS - SMOKING AND ALCOHOL NO | | |
| EES AND PAYMENT | INFORMATION | | | | |
| | | | | TOTAL FEES DUE: | |
| | | | | BALANCE: | |
| AYMENT RECEIVED: | DATE: | RECEIPT #: | STAFF INITIAL: | BALANCE: | |
| AVMENT DECEIVED. | DATE | DECEIDT #. | CTAEE INITIAL. | DALANCE. | |

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 own insurance. ☐ I wish t | o purchase insurance from the District |
|--|--|
|--|--|

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/User 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

- 1. A Renter/User shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- 2. The Renter/User agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- 3. The Renter/User 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/User's right to use of the facility under this agreement should Renter/User 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: |
| Co-Applicant Printed Name: | Signature: | Date: |