



# FACILITY USE AGREEMENT

### APPLICANT INFORMATION:

Name/Organization: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Application Date: \_\_\_\_\_

### FACILITY USE REQUEST (Please check all applicable boxes and fill in blanks):

Rental Date: \_\_\_\_\_  
 Start and End Time: \_\_\_\_\_  
 Number of Attendees: \_\_\_\_\_

#### Swim Party Half Room - 15 swimmers

**\$125**

Half Room Extra Hour \$35

#### Swim Party Full Room - 30 swimmers

**\$225**

Full Room Extra Hour \$60

### Multi-Purpose Room:

- Full Room \$60hr / \$250day # of Hours\_\_\_\_ Total \$\_\_\_\_
- Half Room \$35hr / \$160day # of Hours\_\_\_\_ Total \$\_\_\_\_

### Pool & Water Park Rental (Insurance Required):

- All Pool Facilities \$410/hr # of Hours\_\_\_\_ Total \$\_\_\_\_
- Leisure/Activity Pool \$110/hr # of Hours\_\_\_\_ Total \$\_\_\_\_
- Water Slide And Lazy River same time \$160/hr # of Hours\_\_\_\_ Total \$\_\_\_\_
- Water Slide Alternating with Lazy River \$80/hr # of Hours\_\_\_\_ Total \$\_\_\_\_
- Competition Pool \$110/hr # of Hours\_\_\_\_ Total \$\_\_\_\_
- Lane Rental \$8 per lane per hour # of Hours\_\_\_\_ Total \$\_\_\_\_

### Exercise Studios:

- Dance Room \$70hr # of Hours\_\_\_\_ Total \$\_\_\_\_
- Spin Room \$70hr # of Hours\_\_\_\_ Total \$\_\_\_\_

### Outdoor Facilities

- North Lawn \$25hr / \$110day # of Hours\_\_\_\_ Total \$\_\_\_\_
- Petanque Court \$25 per court per day # of Hours\_\_\_\_ Total \$\_\_\_\_
- BBQ Area \$25hr / \$110day # of Hours\_\_\_\_ Total \$\_\_\_\_

Staff Fee: \$20/hr # of Hours\_\_\_\_ Total \$\_\_\_\_

**Facility Rental Total \$\_\_\_\_\_ Invoice #\_\_\_\_\_**

## AGREEMENT:

Facility rentals are subject to availability and approval by the C.V. Starr Director. Rentals do not provide access to areas not specifically included in the rented area. Payment is due at the time of booking. Facility rentals must be booked at least 14 days in advance. Refunds will not be given unless the party or rental is cancelled at least 14 days in advance of the event.

User agrees to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of C.V. Starr Center. User agrees to defend, indemnify and hold harmless the Mendocino Coast Recreation and Parks District and its employees, officers and agents, and the City of Fort Bragg, in its capacity as the owner of the facilities, and its employees, officers, and agents, against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from User's use of the C.V. Starr Center facilities.

Mendocino Coast Recreation & Park District ("District"), and its employees, officers and agents and the City of Fort Bragg ("City") in its capacity as the owner of the facilities, and its employees, officers, and agents are not responsible for and shall be held harmless and fully indemnified by the user for any claims arising out of accidents, personal injury, damage to or loss of personal property, or wrongful death that occur during or result partially or entirely from use of C.V. Starr Community Center. The indemnification provided by this paragraph shall cover all acts whether negligent, grossly negligent or intentional. The District shall be allowed to select legal counsel and be reimbursed for legal costs for any matter covered by this paragraph.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

## INSURANCE REQUIREMENTS FOR FACILITY USE

**Insurance is NOT required for Swim Parties, Room Rentals, Bounce House Rentals or events that are co-sponsored by C.V. Starr Center, MCRPD, or City of Fort Bragg.**

Applicant shall provide General Liability insurance with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

All insurance carriers shall be rated A:VII or better and certificates **MUST** be accompanied by an endorsement including the following:

1. The insurance policy number
2. A statement that includes the following language:

*"The Mendocino Coast Recreation & Park District and its employees, officers and agents, and the City of Fort Bragg, in its capacity as the owner of the facilities, including their employees, officers, and agents, are insured."*

3. A statement that includes the following language:

*"The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it."*

