



# 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= \$350**

The C.V. Starr Community Center is offering private parties on the weekends from 4:00 to 6:00pm. Swim time will be 4:00 to 5:00pm in the Leisure Pool with the Lazy River and the Water Slide alternating, or renters can choose to keep one of the two features on during the swim time.

**\* party packages above do not require insurance certificates.**

**Multi-Purpose Room:**

<input type="checkbox"/> Full Room \$60hr / \$250day	# of Hours_____ Total \$_____
<input type="checkbox"/> Half Room \$35hr / \$160day	# of Hours_____ Total \$_____

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

<input type="checkbox"/> All Pool Facilities \$410/hr	# of Hours_____ Total \$_____
<input type="checkbox"/> Leisure/Activity Pool \$130/hr	# of Hours_____ Total \$_____
<input type="checkbox"/> Water Slide And Lazy River same time \$160/hr	# of Hours_____ Total \$_____
<input type="checkbox"/> Water Slide Alternating with Lazy River \$80/hr	# of Hours_____ Total \$_____
<input type="checkbox"/> Competition Pool \$130/hr	# of Hours_____ Total \$_____
<input type="checkbox"/> Lane Rental \$16 per lane per hour	# of Hours_____ Total \$_____

**Exercise Studios:**

<input type="checkbox"/> Dance Room \$70hr	# of Hours_____ Total \$_____
<input type="checkbox"/> Spin Room \$70hr	# of Hours_____ Total \$_____

**Outdoor Facilities**

<input type="checkbox"/> North Lawn \$25hr / \$110day	# of Hours_____ Total \$_____
<input type="checkbox"/> Petanque Court \$25 per court per day	# of Hours_____ Total \$_____
<input type="checkbox"/>	

**Special Event Permit for Outdoor Facilities** (Insurance Required): Permit is required for any outdoor event that is advertised and/or expected to have more than 20 participants on the premises for more than 2.5 hours. Please describe event on a sperate paper and attach.

**Staff Fee:** \$20/hr # of Hours\_\_\_\_\_ Total \$\_\_\_\_\_ **Facility Rental Total \$\_\_\_\_\_ Invoice # \_\_\_\_\_**

## **FACILITY USE AGREEMENT**

### **A. INDEMNIFICATION**

1. The (USER/RENTER) shall indemnify, defend, and hold harmless Mendocino Coast 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 (USER/RENTER)'s use or occupancy of a facility or property controlled by the Mendocino Coast Recreation and Park District , unless solely caused by the gross negligence or willful misconduct of Mendocino Coast Recreation and Park District, its officers, employees, or agents.

### **B. INSURANCE REQUIREMENTS**

**(A Insurance Certificate is required for all rentals except for rentals that are sponsored by or co-sponsored by the Mendocino Coast Recreation and Park District or the City of Fort Bragg.)**

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 \$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
  - a. Such insurance shall name Mendocino Coast Recreation and Park District and the City of Fort Bragg CA , its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The (USER/RENTER) shall file certificates of such insurance with the Mendocino Coast Recreation and Park District , which shall be endorsed to provide thirty (30) days' notice to the Mendocino Coast 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 Mendocino Coast Recreation and Park District or the City of Fort Bragg 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 Mendocino Coast Recreation and Park District or City of Fort Bragg.

- 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 Mendocino Coast Recreation and Park District requires and shall be entitled to coverage for the higher limits maintained by the (USER/RENTER). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Mendocino Coast Recreation and Park District .

**C. 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. Mendocino Coast 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.

**D. FORCE MAJEURE**

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

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

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

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