

Permit #:

JURUPA AREA RECREATION AND PARK DISTRICT 8621 JURUPA RD., JURUPA VALLEY, CA 92509 (951) 361-2090 FAX (951) 361-2095 ARENA AND SPORTS FACILITY USE FORM

Please complete the following and return to the Jurupa Area Recreation and Park District Office. 8621 Jurupa Rd., Jurupa Valley, CA 92509. All reservations must be made at least two weeks prior to event date. Completion of this form does not guarantee that your request will be granted. Completion of this form does not guarantee reservation until approved by JARPD Staff and all required fees are paid. Sponsoring Group/Organization Alternate Contact President Address Address City, Zip City, Zip Contact Number Contact Number Alternate Number Alternate Number Email Address Email Address **General Information** 1. Facility Requested: 5. Is the event open to the public? Yes No 6. Purpose of the event? 2. Schedule of dates, times and light use (Please use attached form). 3. Will you use the snack bar? Yes No 7. Will admission fees be charged? Yes No 4. Proof of Insurance Yes No 8. Will contributions be solicited? Yes No For Office Use Only Date Received Received By Date Approved Approved By Description Fee Amount due Amount paid Receipt number Date paid Balance due Processing Fee Facility Deposit Arena/Field Rental Fee Rental Fee Insurance Key Deposit Lights Roster Player Fees

Total Revised 6-10-2020

Other

TURN OVER FOR ADDITIONAL INFORMATION AND REGULATIONS

CONDITIONS OF USE

<u>Initial</u>

- 1. Any group/organization or individual owing the District funds, cannot reserve District Facilities until the account has been satisfied.
- _____2. Curfew is 11:00pm.
- 3. All fees are to be paid not less than two weeks (11 business days) prior to the event. <u>Any fees paid late will be assessed a \$100.00 late fee</u>.
- 4. A Certificate of Insurance and Endorsement Enclosure naming JARPD as additional insured for \$2 Million per occurrence, \$4 Million General Aggregate is required.
- 5. No alcohol is permitted.
- 6. It shall be the responsibility of each Renter to leave the facility clean and orderly. Groups using the facility are held responsible for clean-up. A \$100 fee **per area** will be charged if a district employee must clean up, including snack bar debris.
- 7. No person under twenty-one (21) years of age may file a Use Form.
- 8. An hourly and/or flat rate shall be charged for the use of all facilities. A \$40.00 service charge will be assessed for the processing of all refunds and cancellations made up to eleven (11) working days prior to the scheduled event. If cancellation is made, within less than eleven (11) working days, the fee is non-refundable. All fees must be paid two weeks prior to the scheduled reservation. All late payments will be assessed a \$100.00 late fee. A \$25.00 service charge will be charged to all returned checks.
- 9. Jurupa Area Recreation and Park District will issue a refund check for the deposit paid two to three weeks after use of the facility, provided that the facility was cleaned and undamaged after the event and that no unlawful activity took place during the event. A refund check will be issued only to the Renter group/organization or individual whose signature appears on this agreement.
- 10. Any event violating the policies presented herein and/or within District's Facility Policy at any time during the use of buildings and/or facility will be closed down immediately by the security guard service and/or District Staff granting only time to clean the facility. All other guests and/or participants of said activity other than those cleaning will be instructed to leave the premises.
 - 11. Any Renter granted the use of any Park or Recreation Buildings and/or Facilities shall use them only for such purposes as specified by said group on the Facility User Form and shall limit the use to the building and/or facility requested.
- 12. Applications for use by non-profit organizations must be submitted and signed by a member of said non-profit organization. Current rosters must be submitted with the application.
- 13. It shall be the responsibility of the Renter to make accommodations for their guests with special needs.
- 14. A Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The Renter agrees to abide by all applicable local, federal and state accessibility standards and regulations. 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 sanitations practices, etc. 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 the section.

(CONDITIONS OF USE continued on next page)

CONDITIONS OF USE (continued)

- 15. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the 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 Renter waives any right of recovery against District and the Renter shall not charge results of "acts of God" to District, its officers, employees, or agents.
- 16. Insurance Requirements:
- A. 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 \$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
 - 1) Such insurance shall name Jurupa Area 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 Jurupa Area Recreation and Park District, which shall be endorsed to provide thirty (30) days' notice to the Jurupa Area 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 Jurupa Area Recreation and Park District may deny access to the facility.
 - 2) 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 Jurupa Area 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 Jurupa Area 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 Jurupa Area Recreation and Park District.

(Conditions of User Continued on next page)

INDEMNIFICATION

I accept use for, as is, the building and/or facility listed on this form and accept full responsibility for its care. I agree to reimburse the Jurupa Area Recreation and Park District for any loss or damage of any kind, other than reasonable wear and tear, which results from use of the building and/or facility. I agree to be solely responsible for any and all liability, claims, loss, costs and expenses, including attorneys' fees, arising out of or result from any injury to persons or damage to the property which arises out of its use of the District's Facilities. The renter shall indemnify, defend, and hold harmless Jurupa Area 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 of or in any way related to the renter's use or occupancy of a facility or property, controlled by Jurupa Area Recreation and Park District, its officers, employees, or agents. An authorized official of the group submitting this questionnaire has completed this questionnaire. The District's policy has been read by applicant and hereby accepts full and complete responsibility for adherence by group using facility.

I also have read, understand, and agree to abide by the Conditions of Use for the Jurupa Area Recreation and Park District Facilities.

Signed: _____

Dated:

Facility Use Schedule

Organization: _____ Facility: _____

Date (0/0/00)	Day (M)	Time Start (00:00pm)	Time End (11:00pm)	Lights (Y/N)	Date (0/0/00)	Day (Th)	Time Start (00:00am)	Time End (11:00pm)	Lights (Y/N)
						_			

ADDITIONAL SPACE ON REVERSE

Facility Use Schedule

Organization:				Facility:						
Date (0/0/00)	Day (M)	Time Start (00:00pm)	Time End (11:00pm)	Lights (Y/N)	Date (0/0/00)	Day (Th)	Time Start (00:00am)	Time End (11:00pm)	Lights (Y/N)	