



Shafter Recreation & Park District Rental Agreement

ALL FACILITIES ARE NON-SMOKING, INCLUDING RESTROOMS

Rental Periods & Fees:

The RENTEE shall have use of the facility on _____, 20 _____

for a fee of \$70.00/\$80.00** per hour (2 hours minimum, 6 hours maximum)

between the hours of _____ and _____. In addition

to the fee, a deposit of \$200.00 is required.

****(OR \$80.00 per hour with tables/ chairs)****

Checks must be made payable to Shafter Recreation & Park District (SRPD)

All patrons are required to vacate the facility at end of the rental period.

This agreement is entered into on _____ by and between the Shafter Recreation & Park District and the following, hereinafter, "RENTEE".

Rentee name: _____

Organization: _____

Address: _____

Phone #: _____ Cell #: _____

Copy of driver license _____

Insurance Company: _____

Insurance Policy Number: _____

Pursuant to the terms and conditions that follow, RENTEE desires to rent the following:
W.C. Walker Senior Citizens Center, 505 Sunset Ave. Shafter, CA 93263

Event description: _____

Number of attendees: _____

RENTAL CHARGE:

The rental charge shall be the sum of \$_____

Such charge shall cover only that portion of the premises rented (dinning room, entry foyer, restrooms). The Rentee and the persons attending the event shall **not** be permitted to use any other part of the Walker Center or equipment except as noted. The use of the parking lot shall be included in the rental. SRPD will be listed as an ADDITIONALLY INSURED under the renter’s homeowners insurance for the special event.

DAMAGE DEPOSIT:

An additional charge of \$200.00, to be paid with application (separate payment in cash), shall be made to cover any damage or loss that may occur to the premises or its contents, and shall be refundable only if it is determined by the Shafter Recreation & Park District that no damage has been done to the building or loss to its contents during said event. Such deposit may be held for up to four (4) weeks following the date of rental. The Rentee may request a tour of the building and a review of its contents prior to the event in order to verify the condition of the building and its contents. Any damage or loss occurring to the building or its contents shall be the responsibility of the Rentee. To the extent required, the damage deposit shall be used to repair any damage or pay for any loss. Any damage or loss occurring in excess of the deposit shall be paid to the Shafter Recreation & Park District immediately upon demand. This may include the cost of time spent by any Shafter Recreation employee, or Shafter Recreation contractor (including materials) needed to clean or repair the premises or disperse the group or deal with disturbances. Persons signing this permit agree to make immediate settlement for any such cleaning, loss, breakage, etc. An application must be made by submitting this rental agreement form properly signed with payment in full by cash or check(s). Applications must be filed with payment in full at least fourteen (14) days before the event. Deposit must be paid in cash Checks must be made payable to Shafter Recreation & Park District (SRPD)

POLICE:

In the event that the Shafter Recreation & Park District should deem it necessary to have police at the function, it shall be the responsibility of the Rentee to engage such police at Rentee's expense.

GAMBLING AND ALCOHOLIC BEVERAGES:

There shall be no gambling or alcoholic beverages permitted on Walker Senior Citizens Center property. The Rentee hereby represents and guarantees that no gambling or alcoholic beverages shall be permitted before, during or after the event. Should gambling or alcoholic beverages be observed, the event will be terminated and any deposits or rental fees shall be forfeited. Rentee hereby accepts all responsibility should any arrests be made, or citations be issued for gambling or alcoholic beverages violations.

OCCUPANCY:

The capacity of the premises rented hereunder is limited to a maximum of 78 persons at the Walker Senior Citizen Center. Exceeding this maximum may result in closure of event.

PARKING:

Handicapped parking spaces are available. The Shafter Recreation & Park District assumes no liability or responsibility whatsoever for damages to any vehicles or contents thereof.

EQUIPMENT AND SUPPLIES:

Tables and chairs shall be furnished by the Shafter Recreation & Park District to adequately seat the number of persons stated on this Agreement. The entire kitchen area will be off limits to everyone except Shafter Recreation & Park District employees. No food preparation is allowed at the facility.

LOUD DISTURBANCE:

Excessive noise shall not be permitted on Walker Senior Citizens Center property. It is the responsibility of Rentee to control such things as music, speakers, boisterous participants, etc. Failure to control may result in closing of event in addition to any criminal charges that may result.

DECORATIONS:

Only table decorations are acceptable. No decorations may be hung on walls or ceilings. All candles must be in glass containers. Helium-filled balloons are only acceptable as a weighted table decoration. Confetti decorations are not permitted.

LIABILITY:

The persons executing this Agreement, for and on behalf of the Rentee, hereby warrants that he/she is authorized to act in such capacity and has been duly authorized by such organization, and hereby assumes personal liability for the costs of excessive cleanup of the premises, breakage or removal of Walker Senior Citizens Center property by the Rentee or any members or guests thereof. In case this permit is issued to a group of persons under 21 years of age a minimum of two persons 21 years of age or older must be present at all times. This Agreement must be signed by a person at least 21 years old who will be present. Shafter Recreation and Park District is not responsible for loss of or damage to, personal property.

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **(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 **(DISTRICT)**, unless solely caused by the gross negligence or willful misconduct of **(DISTRICT)**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

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 **(DISTRICT)**, 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 **(DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(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 **(DISTRICT)** 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 **(DISTRICT)**'s self-insurance pool.
 - 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 **(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 **(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. **(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 **(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 **(DISTRICT)** and the **(USER/RENTER)** shall not charge results of "acts of God" to **(DISTRICT)**, its officers, employees, or agents.

I hereby certify that I have reviewed the above contract provisions, rules and regulations contained in pages 2, 3 and 4 and hereby agree to the terms and conditions hereof.

I HAVE READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND SHAFTER RECREATION AND PARK DISTRICT AND I SIGN IT OF MY FREE WILL.

Signature _____ Date _____

Name (print) _____

BELOW FOR OFFICAL DISTRICT OFFICE ONLY

STATEMENT OF CHARGES

DEPOSIT: _____

RENTAL RATE:

ADDITIONAL HOURS

TOTAL:

CASH AMOUNT:

CHECK #:

Approved by:

***ALL DEPOSITS WILL BE HELD UNTIL MANAGER HAS APPROVED DEPOSIT RETURN NO EXCEPTIONS.**

Office: 661-746-3303

Cell: 661-910-8336 (Emergency Only)