

## La Selva Beach Clubhouse Use Application

This Application is made by the undersigned for the use of the Facilities (Clubhouse & Kitchen) of the La Selva Beach Recreation District (LSBRD), “District”, as set forth below:

**Note:** Playground, Florido Grass Area and Courtyard must remain open to public access during events. The Permittee **cannot** block library or access between Estrella Ave. and the Florido lawn. Permittee must leave a minimum 48” path of travel through the Courtyard at all times.

A separate note from La Selva Beach Improvement Association (LSBIA): *“The Bluff in La Selva is owned primarily by LSBIA and is private property. LSBIA does rent the Bluff for events to members of LSBIA and inquiries may be addressed to [lsbiabluffevents@gmail.com](mailto:lsbiabluffevents@gmail.com). Unauthorized use of the Bluff for events is considered Trespassing and is subject to Penal Code Violations.”* On behalf of the LSBRD, we appreciate your consideration.

Applicant/Organization Name:	
Address:	Type of Event:
	Event Date:
<i>Address must be within the District for resident discount (LAFCO Map)</i>	Time In/Out:
Phone 1: <span style="margin-left: 150px;">Phone 2:</span>	Number of Guests: <b>150 Max</b>
Email:	

### Use Permit FEES (See Use Fee Schedule for More Details)

Rental Options: All-Day, Prorated Hours: Eight (8), Seven (7), Six (6), & Five (5)

\*Note: Allowance for shorter duration rentals for those that occur within a month of signing.

Facilities Use (Rent): \$ \_\_\_\_\_ + Cleaning Fee: TBD

+ Early Set-Up Fee (if applicable): \$100 (1hr), \$200 (2 hrs), \$300 (3 & 4 hrs)

**TOTAL Due:** \_\_\_\_\_

~Use fees are due a minimum of 30 calendar days prior to the event.

**Additional: Insurance: \$120 - \$140 (required)**

**SECURITY DEPOSIT**

Security Deposit: \_\_\_\_\_

*Lost Key Fee: \$500 (if key is lost or misplaced - retained from security deposit)*

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Deposit Return Address (if different from above):	Deposit Required: Y / N
	Date Deposit Received:
	Check Cleared: Y / N
Amount of Deposit to be RETAINED: \$ _____	Deposit Refund Sent: Y / N
Amount of Deposit to be REFUNDED: \$ _____	Deposit Payment in form of: Cash / Check
	Rental Fee Paid in form of: Cash / Check

~Fees must be paid by **check or cash** to **LSBRD** aside from the Liability Insurance, which is credit card ONLY

*-note: \$40 fee for Non-Sufficient Funds Check Return.*

~All deposits are due a minimum of 30 calendar days prior to the event, or at time of Application in order to secure the event date on the District calendar. Deposits are due a minimum of 30 calendar days prior to the event, or at time of Application. Deposit check must clear bank deposit prior to the event. Returned checks that do not clear the bank deposit are grounds for termination of this Agreement. The District Manager has 30 days after the event date to return the security deposit back to Permittee.

LA SELVA BEACH CLUBHOUSE USE AGREEMENT

This contract is for the use of facilities listed in the Application and further described herein, and is made by and between Applicant and/or Organization "Permittee", (undersigned and initialed below), and the La Selva Beach Recreation District "District".

Whereas, the Permittee's Application # \_\_\_\_\_ ("Application") is approved and incorporated into this Agreement, including all dates and fees as noted in Application; and

Whereas, the Permittee desires to temporarily rent, occupy, and make use of the District facilities and event equipment, **not including the Playground or Florido Lawn**, located at 314 Estrella Ave., La Selva Beach, CA 95076; and

Whereas, the District agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. Deposits are due a minimum of 30 calendar days prior to the event, or at time of Application. Deposit check must clear bank deposit prior to the event. Returned checks that do not clear the bank deposit are grounds for termination of this Agreement.
2. Use Fees are due a minimum of 30 calendar days prior to the event, unless otherwise agreed to by the District Manager(s). Payment must clear bank deposit prior to the event. Returned checks that do not clear the bank deposit are grounds for termination of this Agreement.
3. The permitted use period, as approved on the Application, includes set-up and clean-up for the event. Permittee may request early set-up the day before their event for either a 2 or 4 hour time window. District Manager will go over fees with permittee, if applicable. Permittee may be allowed to use the District Manager's driveway (accessed via Florido Avenue behind Clubhouse) to unload and load items for the event if agreed to by the District Manager(s). Use is limited to the half of the driveway closest to the Florido lawn. Unauthorized use of the District Manager(s)' driveway or blocking of vehicles in the driveway may lead to towing of the blocking vehicle. Should the permittee be interested in leaving items overnight for pick-up the next day, they first need to let the District Manager know. There is a possibility for permittee to leave party equipment on "staging area" (District Manager driveway) to be pick-up by 9AM the following day. If items are not being packed up by 9AM the following morning, the LSBRD will withhold the entire deposit. **If permittee does NOT use the staging area to leave party equipment overnight and keeps items in the Clubhouse overnight, 50% of the security deposit will be retained. This must be agreed upon before the event date. There are NO day-of event allowances to leave any items overnight inside Clubhouse or on LSBRD grounds.**
4. Permittee 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 arises out of the use of District facilities. If damage occurs anywhere on a La Selva Beach Recreation District Property, Permittee agrees to pay what the District Managers deem necessary to remedy damage. Permittee agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all claims,

demands, causes of action, suits and expenses, arising out of or resulting from their use of the District facilities.

5. Permittee shall remove all personal property, trash/recycling, and other items that were not present in the facilities and will return District equipment to its original place and in the same condition when Permittee took control. Permittee agrees to NOT place trash bags in District Manager's green garbage area (not locked), located on the LSBRD Driveway off of Florido Lawn. Should trash/recycling be placed anywhere other than the larger locked garbage enclosure at the end of Driveway, LSBRD will withhold \$75 from the security deposit. Permittee agrees to breakdown recycling to better fit in the recycling bins in the garbage enclosure. Failure to do so will result in withholding of security deposit. Facilities, including the outside areas surrounding the Clubhouse, **must be clean**, as agreed during the Facility Use Application signing and described in *parts 9 and 10* of this agreement, and completely vacated no later than 11:00 PM the date of the event. Loitering on or near District facilities before or after the use specified in the Application will not be tolerated and may result in a withholding and forfeiture by Permittee of the Facility Use Deposit.

6. Permittee is responsible to ensure that no one under age shall be served or consume alcoholic beverages on District property.

7. No smoking or open flames/devices are allowed in the Clubhouse, with the exception of the fireplace. Barbequing may be allowed on the District Manager's driveway and all debris, including ashes, must be cleaned up by Permittee. All outdoor cooking devices must have absorbent material under them to capture any grease and are only permitted in the District Manager(s)' driveway. Permittee must supply appropriate firewood for the fireplace and is responsible for cleaning out any ashes after use. **No ashes may be placed in any District garbage receptacles or left on District property.**

8. Permittee is responsible to ensure that music, amplified or not, is stopped at **9:45 PM**. Renter will ensure music remains inside the Clubhouse. **Permittee agrees to pay \$250 if music is still on after 9:50 PM.**

9. Permittee is responsible to take all precautions when using kitchen facilities. The large refrigerator and the freezer may be used. Renter will not use or remove any items already contained within. Permittee must supply their own cooking equipment. Light cleaning of the kitchen, including wiping up any larger spills or piles of debris, shall be done by Permittee. Limited supplies, such as brooms, mop, cleaning supplies, trash bags, bathroom toilet paper, hand towels and hand soap, will be supplied to Permittee by the District in the supply closet adjacent to the small freezer..

10. Permittee agrees to ensure all spilt or pooled liquids are cleaned up prior to vacating the premises, removal of all Permittee's materials and supplies, and clearing off of surfaces (window sills, bookshelves/shelves, countertops, butcher-block tops, sinks, etc.). Limited supplies, such as brooms, mops, cleaning supplies, trash bags, bathroom toilet paper, hand towels and hand soap,

will be supplied to Permittee by the District.. All District tables and chairs might be put back where they were found.

**11.** Smoking is NOT permitted in the Clubhouse courtyard or within 20 ft of the kids playground while Permittee is renting Clubhouse. The designated smoking area is located at the red Picnic table behind the Library Patio, next to the grass lawn off of Florido Ave. An ashtray will be provided on the red picnic table for disposal of cigarettes/cigars during events.

**12.** Permittee further agrees:

- a. That no staples, nails, screws, tacks, or permanent adhesives will be used to secure decorations. Only 'Command Hooks' and putty may be used, and 'Command Hooks'/putty must be removed during Permittees cleanup process. Any new holes in any of the wood, inside or outside the building/facilities, no matter how small, may result in a full withholding and forfeiture by the Permittee of the Security Deposit.
- b. To remove all signage (including, but not limited to, parking and directional) placed on District property or anywhere within the community.
- c. To not allow anything to be dragged across the floors or outside pavers. This includes trash bags. Depending on severity, \$100 at the least, will be automatically withheld if drag marks are found on pavers and/or DM driveway after Permittee's event.
- d. Return all equipment used from the storage room to its original place
- e. To not remove any District property from premises.
- f. To not set up any event related materials, games, or otherwise on the Florido Lawn. Should any vehicles from the event drive over/park Florido lawn or pavers, the entire security deposit will be withheld.
- g. To not use stakes for any reason in the Florido Lawn area or nearby decomposed granite areas ("DG"), along with not allowing any vehicles to drive on Florido Lawn.
- h. To NOT use the stage stored in the storage closet, as it does scratch the floor.
- i. To protect the pavers if food is going to be served anywhere on the pavers.
- j. To NOT bring in any sort of Holly Plants into the Clubhouse building or Courtyard area.
- k. To NOT throw confetti or other synthetic materials on LSBRD outdoor Property areas. This includes FAKE FLOWER PETALS. At least \$100 of the security deposit will be withheld, depending on severity.
- l. To NOT do any onsite painting of any kind on District grounds. This includes SPRAY PAINTING.
- m. TO NOT allow alcoholic beverages outside of the courtyard areas. Alcohol needs to remain inside the Clubhouse and Courtyard area.
- n. TO NOT leave any equipment, personal items or trash (besides the bathroom waste receptacles) inside the clubhouse unless agreed to prior to the event with the District Manager.
- o. To make sure ALL tape has been removed off of all surfaces of clubhouse building inside or outside.

**13. Upon Permittee's completion of their event, Permittee or Permittee designated contact agrees to contact the District Manager for the Rental check-out, once event has finished. District Manager will walk the grounds with rental permittee or contact designated by permittee to ensure that all windows and doors are closed and secured, party rental equipment and supplies are removed from District grounds, and Key(s) are returned to District Manager.**

**14.** Upon Permittee's completion of their event and clean up, the District shall return to Permittee the Facility Use Deposit minus any amounts deemed necessary to repair damages inflicted upon the facility(s) by Permittee and/or Permittee's associates, guests, invitees, contractors, and all other persons whatsoever who enter the facility during the rental period, whether or not such persons did so with Permittee's knowledge or consent. All rentals will include a cleaning fee of TBD (NOT included in the rental fee). If additional cleaning beyond normal janitorial services is needed, an additional fee of TBD per hour will be due by Permittee, at a minimum of one hour charge. If additional services are required by a third-party professional/contractor, any invoiced amounts will be deducted from the Facility Use Deposit.

**15.** To avoid forfeiture of Facility Use Deposit, cancellation of this Agreement must be received in writing by the District 30 calendar days prior to the date of event (email correspondence will suffice). If cancellation is received in less than 30 days, a \$500 fee will be retained by the District. Cancellation of the event more than 30 days prior to the event will result in a \$100 Administrative Fee, deducted from the Facility Use Deposit.

**16.** Permittee agrees to pay insurance with Credit Card information to purchase the required Special Event Liability Insurance for the date of the event. Furthermore, Permittee understands the District uses a third-party insurance company (EventHelper) to purchase the required Special Event Liability Insurance. Permittee acknowledges the District will purchase the Special Event Liability Insurance for the event through the third-party brokers once final payment, rental payment (30 days prior to the date of the event), is due. Permittee understands the Special Event Liability Insurance amount is **Non-refundable and only accepts payment via card.**

**17.** For prorated events, Permittee understands that they will be subject to deposit withholdings for every 10 minute period they stay inside the building past the designated end time based on what their contract states. Every 20 minutes over the allotted finish-time, the District will withhold \$75.

**18.** Notwithstanding anything in the Agreement to the contrary, District may terminate this Agreement with respect to all or a portion of the facilities at any time for any or no reason upon 30 calendar days' prior written notice to Permittee.

19. If any provision of this Agreement or the application thereof is determined to be invalid or unenforceable, it shall not affect the enforceability of any other provision in this Agreement.

20. This Agreement will be governed under the laws of the State of California and the venue for any actions arising under or otherwise related to this Agreement or rental shall be brought in the Superior Court of Santa Cruz County, State of California, including the Small Claims Division of said superior court.

21. Permittee acknowledges that the District will charge the appropriate fee(s) set forth in the Facility Use Application for any violations of this Agreement, District rules and regulations, or any Local/State/Federal rules, regulations or Laws. Permittee acknowledges the reasonableness of such fees and that such fees are not a penalty or forfeiture, and are in addition to any other damages caused by Permittee to the facilities.

22. This Agreement shall become effective when signed by a duly authorized agent of the District.

#### **Compliance with all Applicable Law, Rule, and Regulations**

As part of the Application and Agreement for the use of District facility(s), Applicant and/or Organization agrees to accept full responsibility for ensuring that all use of District facilities pursuant to this Application shall be in full compliance with the laws and ordinances of the County of Santa Cruz and the State of California, and abide by the District rules and regulations set forth in the Agreement.

1. A Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The Renter agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. 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 sanitation practices, etc.
4. The LSBRD 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 this section.

#### **FORCE MAJEURE**

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the La Selva Beach Recreation District (LSBRD) 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 LSBRD and the RENTER shall not charge results of "acts of God" to LSBRD, its officers, employees, or agents.
  - a. The parties hereto are relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God", riots, epidemics/pandemics, strikes, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood, any requirements of law or any act or order which is beyond the control of the party not in compliance; provided that it takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.

**Indemnification**

1. 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

a. Such insurance shall name The LSBRD, 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 LSBRD, which shall be endorsed to provide thirty (30) days’ notice to the LSBRD 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 LSBRD 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 LSBRD’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 renter maintains higher limits than the minimums shown above, the LSBRD 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 LSBRD.

I have read and agree to the terms of this Agreement, and the rules and regulations of the District pertaining to the use of facilities rented, pursuant to the applications of this Agreement.

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Renter’s Printed Name	Renter’s Signature	Date
Madelyn Serrano		
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District Agent	District Agent’s Signature	Date Approved