Contract #

LSB Clubhouse Facility 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. 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:
Address must be within the District for resident discount (LAFCO Map)	Time In/Out:
Phone 1: Phone 2:	Number of Guests: **150 Max**
Email:	

Use Permit FEES

(See *Use Fee Schedule* for More Details)

Rental Options: All-Day, Prorated Hours: Max 8hr and minimum of 2hr

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

Facilities Use (Rent): $_____

+ Early Set-Up Fee (if applicable): 1hr-=$50, 2 hrs=$100,3hrs =$150 & 4 hrs =$200

TOTAL Due:_____

Additional: Insurance:~ $120 (required)

SECURITY DEPOSIT

Security Deposit: _____

Required Initialing _____

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

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**
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. 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 has up to 30 days after the event date to return the security deposit back to Permittee.

LA SELVA BEACH FACILITY USE AGREEMENT

This contract is for the use of facilities listed in the Application and further described herein and is made by and between Permittee or Renter, (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 at time of Application. Deposit checks must clear bank prior to the event. Returned checks that do not clear the bank deposit are grounds for termination of this Agreement.

2. The LSBRD will accept Cash payments **ONLY** for events scheduled within **35 days** of the event date unless otherwise agreed to by the District Manager(s). This applies to both the security deposit and rental fee payment.

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 a 2, 3, or 4 hour window. District Manager(s) will go over fees with Permittee, if applicable. Permittee may be allowed to use the District Manager's driveway ('staging area') (accessed via Florido Avenue behind Clubhouse) to unload and load items for the event **if agreed to** by the District Manager(s). Unauthorized use of the District Managers' driveway or blocking of vehicles in the driveway may lead to towing of the blocking vehicle or withholding of security deposit. In the rare event Permittee needs to leave items on-site overnight, they could be permitted to us the 'staging area' to store and tarp their items until the following morning, but they must seek explicit approval from District Managers. If allowed, items in the 'staging area' MUST be picked up by 9AM the following day. If items are not removed from the 'staging area' 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, 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.

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 their trash bags in District Manager's garbage area (unlocked enclosure), located on the LSBRD Driveway off of Florido Lawn. Should trash/recycling be placed anywhere other than the large, locked garbage enclosure, LSBRD will withhold from the security deposit. Permittee agrees to breakdown recycling before placing it in the recycling bins in the garbage enclosure. Facilities, including the outside areas surrounding the Clubhouse, **must be clean**, as agreed during the Facility Use Application signing and described in ***items 7, 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 security deposit.

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

7. No smoking or open flames/devices are allowed in the Clubhouse except for within the fireplace. Barbequing and outdoor cooking may be allowed in the District Manager's driveway, but 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.

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 painters tape, 'Command Hooks' and putty may be used, and tape, 'Command Hooks', or putty must be **completely** removed during Permittee's 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. Any tape or putty left secured to walls or building will also subject Permittee to withholding of their 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 drag anything across the floors or outside pavers. This includes trash bags. Depending on severity, if trash bags are dragged, a minimum of $100 will be automatically withheld.

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 on the Florido lawn or pavers, the entire security deposit will be withheld, and Permittee will be subject to other charges to remedy any damage.

g. To not use stakes for any reason in the Florido Lawn area or nearby decomposed granite areas.

h. To not use the stage stored in the storage closet.

i. To not leave excessive debris on the Clubhouse floors or outdoor areas (i.e. courtyard, playground, Florido Lawn, etc.). This includes but is not limited to live plants (holly, etc.), confetti, and fake flower petals. Excessive debris left by permittee of any kind will result in a minimum charge of $100 and other charges related to their cleanup.

j. To not do any onsite painting of any kind on District grounds including spray painting.

k. To maintain alcoholic beverages within the Clubhouse or courtyard areas.

l. To NOT severely damage floors, meaning to make gashes or damage floors in any way. This includes the wood inside the building. Any such abuses to the wood within the clubhouse building will result in deposit withholdings, depending on severity.

m. Permittee agrees to NOT claim/hold parking spots for guests in any area within LSB.

n. Permittee agrees that if any excessive sticky mess has been made on the floors that do not come off with the conventional cleaning methods, money will be withheld from the security deposit based on the severity of the mess.

13. Upon Permittee's completion of their event, Permittee or Permittee designated contact agrees to contact the District Manager for the rental check-out. The District Manager will walk the building with Permittee (or an agent of the 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 the District Manager. District Manager(s) do a gross inspection of the premises during check-out, and a more precise site inspection is done during the event cleaning.

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 $350 (NOT included in the rental fee). If additional cleaning beyond normal janitorial services is needed, an additional fee of $75 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 Security Deposit or sought from Permittee.

15. 5. To avoid forfeiture of Security Deposit, cancellation of this Agreement must be received in writing by the District 30 calendar days prior to the date of event (email correspondence suffices). 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 Security Deposit.

16. Event Liability insurance: Permittee agrees to purchase the required Special Event Liability Insurance for the date of the event with a credit card. Furthermore, Permittee understands the

District uses a third-party insurance company (EventHelper) to purchase the required Special Event Liability Insurance. Permittee understands the Special Event Liability Insurance amount is non-refundable.

17. For **prorated events**: Permittee understands that they will be subject to deposit withholdings for every 15-minute period they stay inside the building past their events contractually designated end time. Permittee will forfeit $75 per 15 minutes past their allotted time.

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.

A. INDEMNIFICATION

The Renter shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and volunteers 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 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 directors, officers, agents, employees, or volunteers.

B. Insurance Requirement

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.

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, Renter shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to Renter and that the conditions of the Premises are safe for the use intended by Renter. Renter shall immediately notify District of any condition(s) deemed by Renter to pose a risk of injury to persons using the Premises. Renter's use of the Premises, with or without the inspection required herein, shall be deemed Renter's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's (Renter) General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District. The Facility User's (Renter's) insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

E. PRIMARY AND NONCONTRIBUTORY

Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Employees, and Volunteers. Any insurance or

self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

F. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

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. 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 this section.

E. 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 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.

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.

Renter's Printed Name	Renter's Signature	Date

District Agent	District Agent's Signature	Date