

Mission Oaks Recreation & Park District 2027 Facility Rental Application

Applicant Name/Organization: _____

Address: _____ City: _____

Zip: _____ Phone: _____

Email Address: _____

Alternate Contact Person: _____

Address: _____ City: _____

Zip: _____ Phone: _____

Email Address: _____

Gibbons Community Center 4701 Gibbons Drive, Carmichael, CA 95608 (916) 972-0336 <u>morpd.com</u>		Swanston Community Center 2350 Northrop Ave. Sacramento, CA 95825 (916) 333-6464 <u>morpd.com</u>	
Check Room Requested			
Auditorium		Activity Room	
Activity Room		Conference Room	
Club Room			

Event Date		Optional Provided Equipment	
Set-Up Start Time		Microphone	
		Projector Stand	
Event Start Time		Projection Screen	
		Podium	
Event End Time		Coffee Pot	
Clean-Up End Time		Other	

Type of Function: _____

Expected Event Attendance: _____

Will alcohol be served? YES _____ NO _____ Will alcohol be sold? YES _____ NO _____

This Page is Left Intentionally Blank

For Office Use Only

FEE STRUCTURE

Gibbons Community Center

SECURITY DEPOSIT

A security deposit is required for all rentals. The security deposit, assessed separately, will not be credited toward the rental fee.

Return of deposit payable to: _____

Deposit = \$400	
<u>Auditorium</u> 250 dining or 300 assembly-style	
Saturday: First 4 hours = \$675	
Sunday: First 4 hours = \$625	
\$75 Each additional hour x _____ hours	
<u>Activity Room</u> 100 dining or 225 assembly style	
Saturday: First 4 hours = \$575	
Sunday: First 4 hours = \$525	
\$75 Each additional hour x _____ hours	
<u>Club Room</u> 48 dining or 77 assembly style	
Saturday: First 2 hours = \$325	
Sunday: First 2 hours = \$300	
\$50 Each additional hour x _____ hours	
District Insurance:	
District Security - \$40 per hour	

(Kitchen included with all rentals)

Total: _____

FEE STRUCTURE

Swanston Community Center

SECURITY DEPOSIT

A security deposit is required for all rentals. The security deposit, assessed separately, will not be credited toward the rental fee.

Return of deposit payable to: _____

Deposit = \$400	
<u>Activity Room/Rooms</u> 120 dining or 200 assembly-style	
Monday-Thursday: First 2 hours = \$275	
Friday/Saturday/Sunday: First 4 hours = \$600	
\$75 Each additional hour x _____ hours	
<u>Conference Room</u> 30 assembly style	
Monday-Thursday: First 2 hours = \$225	
Friday/Saturday/Sunday: First 4 hours = \$275	
\$50 Each additional hour x _____ hours	
District Insurance:	
District Security - \$40 per hour	

(Kitchen included with all rentals)

Total: _____

FACILITY USE RULES, REGULATIONS, AND PROCEDURES

- Initials_____ *District staff will monitor the center during the duration of the rental including set-up and clean up.*
- Initials_____ *If provided for in the rental application, the serving and consumption of alcoholic beverages is allowed inside the center. Alcoholic beverages are prohibited by county code in the park and parking area.*
- Initials_____ *The applicant (or a designated representative) is expected to be at the center at the starting time for the event to accompany the monitor on the pre-inspection walk-through tour and for the final inspection following the event.*
- Initials_____ *The applicant will be solely responsible for:*
- *Cleaning the facility per instructions listed in "Cleaning Expectations"*
 - *Damage, loss, accidents, or injuries to persons or property resulting from use of the center.*
 - *Supervision and control of people in attendance at the event.*
 - *Damage to furniture, fixtures, or any other part of the center.*
- Initials_____ *Mission Oaks RPD will provide a wet mop, bucket, dust mops, broom, dustpan, and extra trash liners, as needed. Renters are expected to supply their own sponges, paper towels, and disinfectant cleaning solutions for tabletops, sinks, and counters.*
- Initials_____ *The facility monitor may call the Sheriff's Department should there be any violation of District rules and regulations. The monitor is directed to sign a formal complaint on behalf of the District, and, if necessary, terminate the activity and close the center. Offending parties will be denied future permission to rent the center.*
- Initials_____ *In case of damages more than the security deposit, additional financial reimbursement for repair or replacement will be assessed.*
- Initials_____ ***The renter must provide adequate supervision of youth to ensure the safety of the participants and the facility.***
- Initials_____ *All requests for control of lights, heating and cooling systems, audio/visual systems, and other equipment shall be directed to the facility monitor.*
- Initials_____ ***Music must be off by 10pm on Friday & Saturday nights, and 9pm on Sunday through Thursday per county regulations.***
- Initials_____ ***Cleanup must be completed, and all participants must be off the premises by 11pm on Friday and Saturday nights, and 10pm Sunday through Thursday.***
- Initials_____ *Smoking is not allowed inside, near entry/exits, or around the perimeter of the community center.*
- Initials_____ *The full or a portion of the deposit will be forfeited for any damages to the building or equipment and if cleaning is not properly completed. Financial reimbursement for repairs or replacement will be assessed. Decisions of the District as to the condition of the center following the event are final.*

Initials_____ **The applicant is solely responsible for any and all damage, loss, accident, or injury to a person or property resulting from the use of the District's facilities. The applicant shall be responsible for the control and supervision of the people in attendance during the use of the facility and shall ensure that no damage is done to furniture or fixtures, or any other part of the facility.** Any violations of District rules and regulations will result in a denial of future permits and, in the case of damage to the facility, financial reimbursement for repair or replacement will be required.

Initials_____ **SECURITY**
*The District will require security personnel to be present at all rental events where alcohol is served or sold. The District will arrange for the security services, and the renter will fully pay the fees for the services. **The current rental rate is \$40 per hour.** The security company will determine the number of security guards required based on attendance and crowd control requirements.*

Initials_____ **MANDATORY PRE-ARRANGEMENT MEETING**

- **Gibbons Community Center:** *Please call (916) 972-0336 prior to your event for an appointment to meet with a staff member at the center to discuss the set-up, equipment availability, and procedures for checking in and out of the building. This meeting must be scheduled a minimum of two weeks before your event. Fees are payable to MORPD no later than three weeks before the event and are paid at the center.*
- **Swanston Community Center:** *Please call (916) 333-6464 prior to your event for an appointment to meet with a staff member at the center to discuss the set-up, equipment availability, the pantry, and procedures for checking in and out of the building. This meeting must be scheduled a minimum of two weeks before your event. Fees are payable to MORPD no later than three weeks before the event and are paid at the center.*

Initials_____ **CANCELLATIONS BY DISTRICT**
The District reserves the right to cancel any scheduled event without liability. Refunds will be made of all fees and deposits if District deems the cancellation is necessary.

Initials_____ **CANCELLATIONS BY RENTER**
Cancellation, in writing, within two months of the event, is subject to a \$200 cancellation fee to be deducted from the initial deposit. Cancellation within two weeks of the event is subject to forfeiture of any fees paid, including the deposit.

I, the undersigned, have received and read a copy of the Facility Use Rules, Regulations, and Procedures concerning the use of District facilities, and agree to comply with them. I, or my representative, agree to be present during the entire period of use of the facility by the applicant/organization.

INSURANCE STANDARDS

INDEMNIFICATION

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

A. 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 **Mission Oaks Recreation and Park 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 **Mission Oaks Recreation and Park District**, which shall be endorsed to provide thirty (30) days' notice to the **Mission Oaks 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 **Mission Oaks Recreation and Park 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 **Mission Oaks Recreation and Park 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 **Mission Oaks 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 **Mission Oaks Recreation and Park District**.*

B. 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. **Mission Oaks 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.

C. FORCE MAJEURE

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

A current **Certificate of Liability Insurance** and **Additional Insured Endorsement** must be received by the Recreation & Park District at least ten (10) business days prior to the permit date.

- An Additional Insured Endorsement is **required** because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District.
- Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.

- *Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s). **Insurance coverage must include and clearly state the entire facility is covered by the policy.***
 - *The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.*
- *Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).*
- *Minimum liability limits are as follows:*
 - *\$2,000,000 General Aggregate*
 - *\$1,000,000 Per Occurrence*
 - *\$1,000,000 Automotive*
 - *\$1,000,000 Personal & Advertising Injury*
 - *\$1,000,000 Products Completed-Operations*
 - *\$1,000,000 Sexual Abuse and Molestation*
- *Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.*
- *Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.*
- *The **Certificate Holder** and **Name of Additional Insured** sections must read as follows:*
 - **Mission Oaks Recreation and Park District, Its Directors, Officers, Agents, Volunteers, and Employees**
 - **3344 Mission Ave., Carmichael, CA 95608**
- *Cancellation Clause must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."*
- *No blanket endorsements will be accepted.*

I have carefully read this agreement and fully understand its content. I hereby agree that the Mission Oaks Recreation and Park District, agents, its employees, or officers, may act in an emergency as best fits the situation if efforts to contact me, or any other persons I have designated as responsible, fail.

Name: _____

Signature: _____ **Date:** _____

HOURS AND ACCOMMODATIONS

AVAILABLE HOURS

Gibbons Community Center:

- *Sundays: 9 am to 10 pm.*
- *Saturdays: 8 am to 11 pm.*
- **Music is required to stop at 10pm Saturday and 9pm Sunday.**
- **Cleanup must be completed, and all participants must be off the premises by 11pm on Saturday, and 10pm on Sunday. Failure to do so may prevent a full refund of the rental deposit.**
- *No split rental times.*

Swanston Community Center:

- *Sunday - Thursday: 8am to 10pm*
- *Friday - Saturday: 8am to 11pm*
- **Music is required to stop at 10pm Friday-Saturday and 9pm Sunday-Thursday.**
- **Cleanup must be completed, and all participants must be off the premises by 11pm on Friday-Saturday, and 10pm on Sunday-Thursday. Failure to do so may prevent a full refund of the rental deposit.**
- *No split rental times.*

ACCOMMODATIONS

Gibbons Community Center:

- *Auditorium: 250 for dining or 300 for assembly style.*
- *Activity Room: 100 for dining or 225 for assembly-style.*
- *Club Room: 48 for dining or 77 for assembly style.*

Swanston Community Center:

- *Activity Room/Rooms: 120 for dining or 200 for assembly-style.*
- *Conference Room: 30 for assembly style.*

CLEANING EXPECTATIONS

Facilities must be returned to their pre-event condition. If additional cleanup or repair is required by district staff, the security deposit, or a portion thereof, will be retained to cover cleanup or repair costs.

Floors

- *The renter must sweep, dust mop, and spot clean all floors, as necessary, before the final inspection. The District facility monitor will provide dust mop; mop, dustpan, and extra trash can liners.*
- **The renter must provide all other cleaning supplies.**

Furniture

- *Should any spills occur on lobby sofas, chairs, or upholstered furniture, immediately request staff to assist with the cleanup. The renter must wipe clean all the tables and chairs used, and wipe them dry, as needed, before the final inspection.*

Trash/Garbage

- *All trashcans are lined with plastic liners. Request additional liners from the building monitor.*
- *When the event is over, deposit all trash, empty containers, materials, and decorations in the dumpster located outside the building on the north side of the parking lot, prior to the final inspection.*

Recycling

- *The district provides recycling containers for your convenience. Please encourage your guest to separate recyclable products and use these containers, which helps support the environment and the district's "Go Green" philosophy.*

Countertops and Cabinets

- *The work area and surface of cabinets must be wiped clean of food particles/residue with a damp sponge or cloth.*

Decorations

- *All decorating must be done on the day of the event, and all decorations removed prior to the final inspection with the building monitor. The center does not provide decorations, paper products, or tablecloths.*
- ***Do not** use nails, thumbtacks, tape, or staples on/in walls, floors, ceilings, or windows of the center. **All decorations must be freestanding (not adhered to walls, ceilings, windows, doors, etc.).***
- *Rice, birdseed, confetti, or glitter **are not** allowed inside the building, on the patio areas, or anywhere in the vicinity of the building.*
- *The use of open-flame candles is not permitted. Battery-operated candles are encouraged.*
- *The use of fog machines is not permitted.*

Set-Up

- *A floor plan will be designed for table and chair set-up during the pre-arrangement meeting.*
- *Set-up can be done only on the day of scheduled use. Set up of tables and chairs must be performed by district staff only.*
- *Renters are charged for all the time the building is in use. When determining the number of hours required, time should be allowed for decorating, band and caterer set-up, and clean-up.*

DEPOSITS, FEES, AND REFUNDS

SECURITY DEPOSIT

The deposit serves:

- *To reserve the date and time of use*
- *To safeguard against damages that may occur during the activity*
- *To insure against smoking inside the center*
- *As a cleaning deposit*
- *To ensure that the building is vacated by the designated curfew*

CONDITION OF CENTER

Immediately after the event, and within the time specified in the application, the renter must clean all premises used (in/outdoors) and all personal items removed before the final inspection by the building monitor.

CENTER INSPECTION CHECKLIST

The results of the inspection will be used to determine whether your security deposit will be refunded. The district's building monitor will complete the checklist with you (or your designated representative) during a walk-through when you check in and check out of the center.

The checklist is also used to calculate the total time used for the event. Time will be computed by the hour. Overtime will be charged at the hourly rate. Excess overtime may cause a forfeit of the rental deposit in full.

Inspection checklists are submitted to the Facility Office Coordinator and Supervisor. Processed refunds may take 4-6 weeks and come from the County of Sacramento as a mailed check.

PARK & FACILITY AMENITIES

Gibbons Community Center:

Kitchen

- **Refrigerator**
 - The refrigerator is available **exclusively for food** related to your event. **Do not prop the door open** for long periods of time and ensure you remove items swiftly.
 - During the pre-event meeting, you may request staff to check on the availability of space, if necessary, for your event. Any items stored must be removed prior to the final inspection.
 - Should the outer or interior surface of any appliance need cleaning after use, wipe with a damp sponge. Do not use an abrasive scouring pad on any surface in the kitchen.
- **Countertops and Cabinets**
 - The work area and surface of cabinets must be wiped clean of food particles/residue with a damp sponge or cloth.
- **Stove**
 - Cooking fried foods, such as hamburgers, sausages, etc., is not allowed.
 - Do not clean the stove when hot and do not scour any portion of the stove. The stove and controls must be cleaned, and all food particles removed by using a damp sponge or cloth, then dried with a clean towel.
- **Microwave**
 - If you wish to use the microwave oven, consult the building monitor for specific instructions.
- **Garbage Disposals**
 - Use only cold water when using the disposal, which is in the far-right sink.
 - The disposal has a quiet-sounding motor, and it may be difficult to hear, especially if loud music is being played in the Auditorium. If the disposal does not start when the switch is turned on, immediately turn it off and check with the monitor for proper instructions. Be careful to keep all utensils (knives, spoons, etc.) out of the disposal.
 - The following items **should not** be put in the disposal:

Any type of grease	Stringy foods	Celery stalks
Artichoke leaves	Bones	Coffee grounds
Onion skins	Corn husks	Potato skins

Public Address System

- Requests for use of a wired microphone to make public address announcements must be made and approved during the pre-event meeting. Only the building monitor is allowed to operate the equipment.

Projection Screen/Wi-Fi

- A screen is available in all rooms. Ask the building monitor to lower/raise the screen if needed.
- The building is wired with Wi-Fi for computer use on location. Contact staff for Wi-Fi credentials.

Heating/Cooling System

- Contact the building monitor if the temperature is uncomfortable.

Electrical Circuits

- Do not plug more than one 100-cup coffee pot per circuit. Should you require additional coffee pots, plug them into other circuits.

Swanston Community Center:

Catering Pantry

- **Refrigerator**
 - During the pre-event meeting, you may request staff to check on the availability of space, if necessary, for your event. Any items stored must be removed prior to the final inspection.
 - Should the outer or interior surface of any appliance need cleaning after use, wipe it with a damp sponge. Do not use an abrasive scouring pad on any surface in the kitchen.
- **Microwave**
 - If you wish to use the microwave oven, consult the building monitor for specific instructions.
- **Garbage Disposal**
 - Use only cold water when using the disposal, which is in the far-right sink.
 - The disposal has a quiet-sounding motor, and it may be difficult to hear, especially if loud music is being played in the Auditorium. If the disposal does not start when the switch is turned on, immediately turn it off and check with the monitor for proper instructions. Be careful to keep all utensils (knives, spoons, etc.) out of the disposal.
 - The following items **should not** be put in the disposal:

Any type of grease	Stringy foods	Celery stalks
Artichoke leaves	Bones	Coffee grounds
Onion skins	Corn husks	Potato skins

Stereo/P.A. System

- Requests for use must be made and approved during the pre-event meeting. Only the building monitor is allowed to operate the equipment.

Projection Screen/Wi-Fi

- A screen is available in the Activity Room. Ask the building monitor to lower/raise the screen if needed.
- The building is wired with Wi-Fi for computer use on location. Contact staff for Wi-Fi credentials.

Heating/Cooling System

- Contact the building monitor if the temperature is uncomfortable.

Electrical Circuits

- Do not plug more than one 100-cup coffee pot per circuit. Should you require additional coffee pots, plug them into other circuits.
- Several electrical outlets are in the floor of the activity room for computer and PowerPoint presentations.