



Beaumont-Cherry Valley

Recreation and Park District

Event Date:

Location:

BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT

390 W. Oak Valley Parkway

Beaumont, Ca. 92223

(951) 845-9555

(951) 845-9557 fax

FACILITIES USE AGREEMENT

Date: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Facilities Use Agreement

This Facilities Use agreement ("Agreement") is entered into on _____ ("Effective Date") between Beaumont-Cherry Valley Recreation and Park District ("District") and _____ ("User"). The District and the User are sometimes referred to collectively as the "Parties." For and in consideration of the following rental use, the District and User hereby agree as follows:

Use of Facility: District hereby permits User to use the following premises: _____ user shall use the facility for the indicated event only. User acknowledges that use of the facility is conditioned on User and District's execution of this Agreement and User's payment of the required Deposit and Facility Use Fee. User acknowledges and understands that no binding or enforceable agreement regarding use of the Facility shall exist until and unless (1) this Agreement has been completed entirely and signed by User and BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT and (2) User has paid the required Deposit and Facility Use Fee.

Noble Creek Community Park is one of Riverside County's Fire Camp Bases and animal evacuation centers. The Park can be shut down to the public on very short notice. If you are required to leave the Park due to a sudden Park closure, the "BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT will do its best to relocate you to another facility or refund an appropriate amount of your fees. (Depending on the time of closure)

Date and Time of Use: Events must end no later than 11:00pm. Groups may have until 12:00am to clean the facility and remove all items from the building with an additional charge. Facility access and use must be within the time specified on Form A. Date and use times include preparation, decorating, rehearsal and event time, as well as time after the Event to remove decorations, User equipment, and other items. Security guards must be secured for an additional 30 minutes after facility is vacated by User for the safety of employees. If group does not vacate within the time indicated on the agreement, additional rental and security guard fees will apply.

Non- Refundable Booking Fee: User agrees to pay to BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT a non-refundable booking fee of \$100.00 to secure the date. The fee is applied to the cost of the event. The fee is non-refundable and non-transferable. If the User cancels the Event, User shall forfeit the fee.

Facility Use Fees: User agrees to pay to BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT a Facility Use Fee as indicated in the "Fees and Payments Section" for the use of the Facility. 50% of the Facility Use Fee must be received at least 60 days prior to the event. Total fees must be received at least 30 days prior to the event. If either the Deposit or Facility Use Fee is not received by the due dates, this Agreement shall be automatically void. The deposit will not be refunded and User shall have no right to use the Facility. **Fees may increase during holidays.**

Security Guards: One security guard is required for every event without alcohol. Appropriate security guards must be secured and contract must be provided to the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT no later than 30 days prior to the event. If any alcoholic beverage is brought into the event, you will be charged for extra security. Security may not be available on short notice. An administrative fee of \$100.00 will be charged for staffs attempt to secure guards. If guards are unavailable, your event will be cancelled. The \$100.00 fee will still apply

Security Guards/Events with Alcohol: Alcohol beverages are permitted inside rented facilities and the Franco Garden area. Appropriate security guards must be secured and contract must be provided to the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT no later than 30 days prior to the event. If alcohol is served, a minimum of one security guard per 50 attendees is required. At the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT's discretion, additional security guards may be required. Security guard companies must meet BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT policy requirements and may not be invited guests.

Security Deposit: A security deposit is required. User agrees to pay to BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT a refundable security deposit. The BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT, at its discretion may require a higher security deposit. The security deposit is refunded 30 days after the event. Damages, event time overages and additional unforeseen expenses will be deducted from security deposits. The refund could be held longer if repairs need to be made. If damages occur in any amount above the deposit, those fees will be due net-30 days of the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT billing.

Noise Control: BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT facilities are located in residential areas. Consideration must be given to the residents. Loud noises and disturbances which cause a nuisance are prohibited. User is required to cooperate fully with law enforcement and staff. Any billings from law enforcement will be the responsibility of the user.

Fundraisers: All fundraisers are subject to approval by the Board of Directors.

Alcohol: Alcohol beverages are prohibited in the park. Alcohol cannot be sold at any BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT facilities without proper permits and licensing by Alcohol Beverage Control Department. Failure to comply and enforce the rules and laws is grounds for terminating the event and forfeiting all deposits and fees.

Bounce Houses: Inflatables are only allowed at the Cherry Valley Grange Community Center and Noble Creek Park. Bounce houses and other inflatables are permitted only with proper insurance. Inflatables must be supervised by an adult at all times. INFLATABLES MUST BE SECURED. The BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT charges a fee of \$25.00 per inflatable. Bounce house users will be responsible for providing a generator for inflation of the bounce house. The BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT does not provide electricity.

User's Property: The BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT does not insure the personal property of the User, its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss. BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT assumes no responsibility for equipment used at the event which is supplied by the user or any other party. The BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT reserves the right to approve all equipment and equipment providers.

Vehicle Parking: The user and its guests must abide by all BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT parking requirements including but not limited to passenger and equipment loading and unloading, observance of authorized parking locations, payment of any required parking fees, and display of ADA compliance placards. Citations resulting from parking/traffic violations are the sole responsibility of the User and its guests.

No Assignment or Subletting: This Agreement is non-assignable and non-transferable.

Publicity/Advertising: All forms of advertising and publicity must be submitted to the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT for approval 10 days in advance of posting or communication. When the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT's name is used in conjunction with publicity, inclusion of non-endorsement statement may be required.

Right to Enter: BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT reserves the right to enter and inspect the Facility at any time for any purpose during the Event. User shall follow all directives from BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT staff.

No Weapons/Firearms: All weapons and firearms are strictly prohibited at all Facilities.

No Smoking: Smoking, including vaping, is allowed in designated areas only. It is prohibited in all Facilities and outdoors within 20 feet of any Facility. Smoking is prohibited on artificial turf.

Animals: Except for animals certified to assist disabled persons or those animals in certified training programs are prohibited at all Facilities.

No Flames/Fire/BBQs/Smoke/Fog: Open flames and the burning of any materials, including incense are prohibited. User must know proper procedure and location of fire extinguisher. Fog/smoke machines or other equipment, which may activate fire alarms, are prohibited in all facilities. Barbeques are allowed in designated areas only such as RV sites and picnic area.

Fire Pit: The fire pit at Noble Creek Community Center/Franco Gardens will be made available at the request of the user. Users shall not be allowed to use the fire pit during periods of high winds. The fire pit shall be turned on and controlled by BCVRPD employees ONLY. BCVRPD is not responsible for any damage caused by the fire pit. DO NOT TOUCH THE FIRE PIT AT ANY TIME CONTENTS MAY BE HOT! Do not sit on the fire ring.

Reassignment of Facilities: Should the Facility become unavailable due to an emergency, the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT reserves the right to reassign the User to another facility. Should the Facility become unavailable due to construction, the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT reserves the right to reassign the user to another facility.

Unsupervised Minors: All Unsupervised minors (persons under age of 18) are not permitted at the User's event.

Cancellations: Cancellations must be received 45 days prior to Event Date, or no refund of the Facility Use Fee will be provided.

Responsible Party/Event Coordinating Deadline: The person(s) who completes and signs this Agreement shall be the Responsible Party. The Responsible Party shall coordinate all Event details with the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT and agrees to complete this coordination no later than 30 days prior to the Event date. The Responsible Party must be the host and in attendance throughout the Event. The Responsible Party shall take all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see that these conditions and other policies and regulations outlined in this Agreement are met.

User's Obligations: User shall not violate any Federal, State, or local law, or rules of the Beaumont-Cherry Valley Recreation. User shall not allow any violation any Federal, State, or local law, or rules of the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT to be violated. 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. Beaumont-Cherry Valley 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.

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **(BEAUMONT-CHERRY VALLEY 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 **(BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT)** and the **(USER/RENTER)** _____ shall not charge results of "acts of God" to **(BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT)**, its officers, employees, or agents.

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 \$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.
 - a. Such insurance shall name **(BEAUMONT-CHERRY VALLEY 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 **(BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT)**, which shall be endorsed to provide thirty (30) days' notice to the **(BEAUMONT-CHERRY VALLEY 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 **(BEAUMONT-CHERRY VALLEY 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 **(BEAUMONT-CHERRY VALLEY 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 **(BEAUMONT-CHERRY VALLEY RECREATION AND PARK 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 **(BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT)**.

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. **(BEAUMONT-CHERRY VALLEY 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.

INDEMNIFICATION

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

User shall not make any alterations to the Facility, any fixtures, building systems, or equipment. At the end of the Event, the Facility shall be left in a clean, safe condition. The User shall remove from the Facility all property and materials belonging to the User. If User damages the Facility, **BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT** shall make the repairs and restorations to the Facility. The costs will be borne solely by User. User shall reimburse **BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT** for any repairs or restoration necessary to repair damages to the facility no later than 30 days after **BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT** presents User with a written statement or invoice reflecting the nature and costs of repairs.

User agrees to keep the Facility and adjacent areas in a clean and orderly condition and to remove all waste

material at the conclusion of the Event to the provided dumpsters. Specific limitations apply as to the use of tape, balloons, glitter, candles, markers, tack, rice, nails, other such materials, and signage. Decorations must be fire retardant. User should consult with the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT for a full overview of allowable decorations and signage items and to appropriately accommodate User's needs.

Decorations/signage which causes damage or additional cleaning requirements will result in additional charges to the User. All decorations and all outdoor and indoor directional signage must be removed by the User immediately following the Event. Balloons are allowed but must be removed at the conclusion of the event. Please keep helium balloons tethered. Ladders will not be provided to retrieve the balloons.

Modification of this Agreement: This Agreement contains the entire agreement and any modifications, changes or amendments to this Agreement must be written and signed by all the Parties to this Agreement.

Acceptance of Terms: I have read and understand the above terms and conditions and agree to abide by these terms and conditions.

Agreement, Waiver, and Release

"Applicant/user agrees to be solely responsible for any and all liability, claims, loss, demands, costs, and expenses, including attorneys' fees arising out of or resulting from any injury to persons or damage to property which arise out of its use of BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT's facilities unless solely caused by the gross negligence or willful misconduct of BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT, its officers, employees, or agents."

I have carefully read the agreement, waiver, and release and fully understand its contents. I am aware that this is a release of liability and a contract between me and the BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT and I sign it of my own free will. I also acknowledge that I have had the opportunity to consult legal counsel in regard to the contents.

User Name: _____

Date: _____

Signature: _____

User Contact Phone Number: _____

E-Mail: _____

Address: _____

District Representative: _____

Date: _____

Signature: _____

If you have any questions, please contact:

Zach at 909-951-4541 and zach@bcvparks.com

Name and Event Purpose: _____

Location: _____

Noble Creek Community Center, Franco Gardens, Grange, Women's Club, Picnic Area(s), Car Wash, Horseshoe Pits, Horse Arena, Field(s), Bogart

Expected Attendance: ___ **Open to the Public:** Yes ___ No ___

Period of Use: Once ___ Weekly ___ Monthly ___ Other _____

Date(s) of Use: _____

Alcohol: Yes ___ No ___ **For Sale:** Yes ___ No ___ ; If yes, permit required

Security Guards Agreement Received: ___ **Date Received** _____ *must be attached and scanned to calendar*

No. of Tables Requested _____ (5 ft.) **Round** _____ (*available at Noble Creek Community Center*) **Oblong** _____

No. of Chairs Requested _____

- NCCC Round Tables(25)
- NCCC Oblong Tables(11)
- Grange Oblong Tables ONLY(24)
- Woman's Club Oblong ONLY(17)

_____ **Screen**

_____ **Brides Room, Noble Creek Community Center/Franco Gardens Only**

_____ **Fire Ring, Noble Creek Community Center/Franco Garden Only**

Security

You will need to get a Security Company for your event. **Security is required to stay until cleaning is completed.** If you are having alcohol we required 1 security guard per 50 people. If you are not having alcohol then you will just need 1 security guard. Below is a list of companies that we have used but you are more than welcome to find one on your own as long as it is through a company and we get a contract from them.

- Archangel Protection Services 951-385-1986 www.archangelprotectionservices.com
- Star Pro Security 714-617-5056
- Imperial Security 951-845-5180

Insurance

- Go to www.eventhelper.com and put in the specific details of your event.
- Go to www.wedsafe.com and you would get a special event insurance application. This is liability insurance that is required to use the facility. You would bring back the completed paperwork to our office.

User shall be permitted to use the Facility on the below dates and times:

Rehearsal Date: _____ Start Time: _____ am/pm; End Time: _____ am/pm

Decorating Date: _____ Start Time: _____ am/pm; End Time: _____ am/pm

Event Date: _____ Start Time: _____ am/pm; End Time: _____ am/pm

Event Date(cleaning hour): _____ Start Time: _____ am/pm; End Time: _____ am/pm

Charges/Fees:

Unit

Extension

Refundable Security Deposit	_____	_____
(____) hrs @ \$____ per hour	_____	_____
Kitchen Use	_____	_____
Decorating @ \$50 per hour	_____	_____
Rehearsal @ \$25 per hour	_____	_____
Cleaning hour @ \$100 per hour	_____	_____
Other or Special Use Conditions:		
Other, Specify	_____	_____
Other, Specify	_____	_____

Total Due _____
Payments _____

Deposit (non-refundable) \$	_____	Receipt#	_____	Date	_____	Balance Due	\$	_____	
Payment	\$	_____	Receipt#	_____	Date	_____	Balance Due	\$	_____
Payment	\$	_____	Receipt#	_____	Date	_____	Balance Due	\$	_____
Payment	\$	_____	Receipt#	_____	Date	_____	Balance Due	\$	_____
Payment	\$	_____	Receipt#	_____	Date	_____	Balance Due	\$	_____
Payment	\$	_____	Receipt#	_____	Date	_____	Balance Due	\$	_____
Payment	\$	_____	Receipt#	_____	Date	_____	Balance Due	\$	_____
Payment	\$	_____	Receipt#	_____	Date	_____	Balance Due	\$	_____

Approved by Facilities Coordinator: _____ Date: _____

Posted on Calendar by: _____ Date: _____