

OUTDOOR FACILITY USE PERMIT

Reservation Information (Please print clearly)

1. Type of Event: _____
2. Facility Requested: **Horse Arena (CPHA)**
3. Light Use: From: _____ pm To: _____ pm
4. Date Requested: _____
5. Time of Event: _____ am / pm Until _____ am / pm Approx. # of people: _____
6. Person in Charge (Permittee): _____ Phone #: _____
7. Address: _____ City/Zip: _____ Email: _____
8. Alternate Person in Charge: _____ Phone #: _____
9. Name of Veterinarian that will be used: _____ Phone #: _____

NOTE: A copy of the Certificate of Veterinary Inspection (CVI) must be provided to the District as well as be on site during the event.

10. Please answer each of the following questions:
- | | |
|---|--------------------|
| Will you be selling, serving or furnishing any food, beverage or snack items? | _____ YES _____ NO |
| Will you be serving or furnishing any alcoholic beverages? | _____ YES _____ NO |
| Will you be selling any alcoholic beverages? | _____ YES _____ NO |
| Will you be using any type of sound amplification equipment? | _____ YES _____ NO |
| Will you be charging any entry fee or selling tickets to attend this event? | _____ YES _____ NO |
| Will this event be open to general public? | _____ YES _____ NO |
| Will you be placing any signs, ropes, banners, or other items on District property? | _____ YES _____ NO |
| Will a commercial caterer be used? If so, name: _____ | _____ YES _____ NO |
| Will Shade and Water be provided for the animals? | _____ YES _____ NO |
| Will cattle prods be used on the animals? | _____ YES _____ NO |

NOTE: Cattle prods cannot be used on any animal when that animal is in a chute.

IMPORTANT! PLEASE READ CAREFULLY BEFORE SIGNING: The applicant (and his or her organization) is solely responsible for any damages, accidents or injuries to persons or property resulting from the use of Rio Linda Elverta Recreation and Park District facilities or parks. Any applicant obtaining a permit shall be responsible for the control and supervision of the people and livestock in attendance during the use of the building and /or park and shall take care to see that no damage is done to the furniture or fixtures. Any violation of this provision can result in a denial of further permits and financial reimbursement for the repair or replacement must be made upon demand. **Non-compliance of the provisions above may also result in the forfeiture of the applicant's deposit.**

I/We, the undersigned, have read and hereby agree to abide by the above provisions, all rules and regulations of the Rio Linda Elverta Recreation and Park District, and the General Terms and Conditions listed on the reverse side of this Permit.

BY: _____ Date: _____

Cancellations made thirty (30) days or more prior to the rental will receive 100% refund less the rental deposit fee.

Cancellations made less than thirty (30) days of event will forfeit all fees paid to date. **NO EXCEPTIONS** _____ Initial
Per Policy 6040.4

A special event is defined as any event that charges a parking fee, entrance fee and offers any additional services including but not limited to food and beverage. If alcohol is served, an Alcoholic Beverage Control (ABC) License, additional insurance, and security is required. Security guards and Fulton El Camino Police will be scheduled by the District. All requirements stated in this section must be completed and proof of compliance submitted to the District's main office two (2) weeks prior to event date or reservation may be cancelled. _____ Initial

Total Rental Fee: \$ _____ Paid [] Reservation Fee: \$ _____ []
FEC Police: \$ _____ Paid []
Security Guards: \$ _____ Paid []
Staff Fee: \$ _____ Paid []
*Refundable Deposit: \$ _____ Paid []
Lights Fee: \$ _____ Paid []
Liability Insurance: Received []

This permit has been approved:

By: _____ Date: _____

Balance Due: \$ _____ Date Due: _____

Emergency number: 911 or Non-emergency number: 916-874-5115

***Deposit will be sent to the address 3 to 4 weeks after event.**

Please have Permit with you at all times during your event.

OFFICE USE ONLY

Event Completed: _____ Initial

Deposit Returned: [] Yes [] No

Amount: \$ _____ Charges: \$ _____

General Terms and Conditions

1. **License.** By issuing the Permit set forth on the reverse side of this General Terms and Conditions, the Rio Linda Elverta Recreation and Park District (“District”) is granting the Permittee a freely revocable, non-exclusive license to use the Facility set forth therein, subject to the provisions of the Permit, all rules and regulations of the District, and these General Terms and Conditions (the “License”).
2. **Parties.** The “Parties” to these General Terms and Conditions are the District and the Permittee set forth on the reverse side of this document.
3. **Termination.** The District may terminate this License for cause or without cause, and such termination shall be effective upon notice tendered to the Permittee.
Indemnification
4. 1. The (renter) shall indemnify, defend, and hold harmless Rio Linda Elverta 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 (renter)’s use or occupancy of a facility or property controlled by the Rio Linda Elverta Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Rio Linda Elverta Recreation and Park District, its officers, employees, or agents.

5. INSURANCE REQUIREMENTS

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 \$4,000,000 per occurrence, \$8,000,000 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 Rio Linda Elverta Recreation and Park District, 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 Rio Linda Elverta Recreation and Park District, which shall be endorsed to provide thirty (30) days’ notice to the 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 Rio Linda Elverta 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 ’s self-insurance pool.

relates to the performance or exercise of the Permit or the License, including any sublicense of any tier. (Form CG 0001 and CA 0001)

- (2) **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees engaged in the performance

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$4,000,000
General Aggregate	\$8,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$4,000,000
General Aggregate	\$4,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$4,000,000

c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements,

B. 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. **Rio Linda Elverta Recreation and Park 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.**

C. FORCE MAJEURE

1. **Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Rio Linda Elverta 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 (renter) waives any right of recovery against Rio Linda Elverta Recreation and Park District and the (renter) shall not charge results of “acts of God” to Rio Linda Elverta Recreation and Park District Rio Linda Elverta Recreation, its officers, employees, or agents.**