



# Ladera Recreation District Private Event Facility Rental Info & Agreement

## Ladera Recreation District Facility Rental Application

Request made by: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

### Facility Area Requested (please select option)

Parking Lot  Recreation Room  Pool Deck--No Pool Access  Wading Pool

(Main) Private Pool Party-after hours  (Main) Pool Party-during hours  Wading & Main Pool

Maximum # of persons to attend (include swimmers & non-swimmers if applicable): \_\_\_\_\_

Number of additional lifeguards needed:  1  2  3  4  5 +

Date(s) of requested use: \_\_\_\_\_ Day(s) of the week: \_\_\_\_\_

Hours requested (include setup & cleanup times): \_\_\_\_\_ to \_\_\_\_\_ Total # of hours: \_\_\_\_\_

Purpose for rental: \_\_\_\_\_ Guest arrival time: \_\_\_\_\_

Special Equipment & Entertainment, please describe if applicable: \_\_\_\_\_

\_\_\_\_\_  
Name of Food Truck or outdoor pop-up Food Vendor if applicable: \_\_\_\_\_

\_\_\_\_\_  
Chairs & Tables Needed: # of chairs: \_\_\_\_\_ # of tables: \_\_\_\_\_

Will alcoholic beverages be served? Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Other Responsible Adults - Emergency use only:** Please list 2 responsible adults who will be available to assist Ladera Rec Staff in an emergency. It is the responsibility of these individuals to identify themselves upon arrival and to advise the staff upon their departure from the premises.

1. Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

***I Indicate that the information provided is correct and I have received and understand the rules and regulations for the use of Ladera Rec District facilities:***

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_



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## Ladera Recreation District Permit/Facility Use Agreement

### **INDEMNIFICATION**

1. The User/Renter \_\_\_\_\_ shall indemnify, defend, and hold harmless The Ladera Recreation 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 Ladera Recreation District, unless solely caused by the gross negligence or willful misconduct of Ladera Recreation 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 \$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.
2. Such insurance shall name The Ladera Recreation 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 Ladera Recreation District, which shall be endorsed to provide thirty (30) days' notice to the Ladera Recreation 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 Ladera Recreation District may deny access to the facility.
3. 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 Ladera Recreation District's self-insurance pool.
4. 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 Use/Renter



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maintains higher limits than the minimums shown above, the Ladera Recreation 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 The Ladera Recreation 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. The Ladera Recreation 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

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the Ladera Recreation 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 The Ladera Recreation District and the User/Renter \_\_\_\_\_ shall not charge results of "acts of God" to The Ladera Recreation District its officers, employees, or agents.

Signature of user/renter \_\_\_\_\_ Date: \_\_\_\_\_

Total amount to be paid: \_\_\_\_\_ Due Date: \_\_\_\_\_

Deposit Amount \_\_\_\_\_ Date Paid: \_\_\_\_\_