

San Miguel Community Service District Facility Use Agreement/Application



SMCSD Administration Office
1765 Bonita Place
San Miguel, CA 93451
805-467-3388 ♦

SMCSD Fire Station
1150 Mission St.
San Miguel, CA 93451
805-467-3388 ♦

Please Review all Rules and Regulations prior to completing Facility Use Agreement/Application

Date of application: _____

Name of Applicant (please print) _____ Phone _____ Email Address _____

Agency/Group _____ Address _____ Phone _____

CONTACT PERSON: _____ Phone Number: _____

Date(s) of Event: _____

Hours (include set-up & clean-up time) Starting from: _____ To: _____ Actual Start time of Event: _____

Nature of Event (Description): _____ Estimated _____ of Attendees: _____

Requested Facility: _____

Requirements Needed: _____

Will food be served: _____ Will beverages be served? _____

The District requires Users of District Facilities to obtain and provide proof of adequate liability insurance coverage for events, to protect both the User and the District from claims of injury or property damage. Prior to use, the User shall provide a Certificate of Liability Insurance naming the San Miguel Community Services District as an additional insured for the date(s) of the event.

The minimum liability coverage shall be in the amount of one million dollars (\$1,000,000). The insurance certificate must be delivered to the District via email or regular post 30 days before the event. Failure to provide the required insurance documentation in time will result in revocation of the use permit and/or cancellation of the reservation.

I have read the terms and provisions on both sides of this facility use agreement/Application and the rules and regulations which are incorporated herein by reference and agree to be bound thereto.

Signature of Applicant _____ Title _____ Date _____

SECTION BELOW FOR DISTRICT USE ONLY

District Approved: ☐ YES ☐ NO Date: _____

Signature: _____

Print Name: _____

SMCSD Point of Contact for Day of: _____

Phone Number: _____

Email Address: _____

FACILITY USE REQUIREMENTS

The use of the San Miguel Community Services District, ("District") facilities by non-District organizations will be authorized only when such use does not infringe upon, delay, or conflict with District purposes and must be lawful and appropriate for the facility. The General Manager shall determine whether a proposed use serves a community purpose or is otherwise in the public interest. The District reserves the right to cancel or reschedule an approved reservation in the event the facility is needed for an emergency or essential District purpose; in such case any fees and deposits would be refunded.

To secure a date the following are required:

1. A thoroughly completed Facility Use Agreement/Application must be submitted no less than seven (7) days in advance of the event.
2. The facility booking is confirmed only after approval by the District General Manager. Upon approval you will receive a Facility Use "Waiver of liability and hold harmless Agreement" for your event. This will need to be signed and returned to the District General Manager and a District appointed Point of Contact will be provided.
3. Certificate of Liability Insurance naming the San Miguel Community Services District as an additional insured for the date(s) of the event. The minimum liability coverage shall be in the amount of one million dollars (\$1,000,000).
4. Signed User's Responsibilities form must be submitted with Facility Use Agreement/Application.

RULES AND REGULATIONS

1. The District's name and/or logo shall not be used to suggest co-sponsorship or endorsement of any activity or event at the facility without prior written approval from the District General Manager.
2. Alcohol, smoking, vaping, illegal substances and associated paraphernalia are strictly prohibited on District grounds.
3. User agrees that it will not use the facility in excess of the maximum capacity.
4. Vehicles will be parked in areas designated by the District to ensure neighboring businesses and emergency apparatus are not affected.
5. Hours stated on application MUST include set-up and clean-up which are the responsibilities of the applicant. All events, activities and clean-up must be concluded by the time listed on the Facility Use Agreement.
6. Reservations will be accepted 1 year in advance to date of event or less. All forms and confirmed use must be submitted no later than 7 days prior to the event.
7. All facilities must be left in the same condition as received, and conditions for forfeiture of deposit if obligations are not met. A clean-up and responsibilities checklist will be provided.
8. Decorations must be removed when the group leaves the building.
 - a) Cellophane adhesives, nails, screws, staples, etc., in walls, woodwork or on windows is strictly prohibited.
 - b) All decorations must be fireproof or consist of fire-retardant materials.
 - c) At no time shall exits be covered or obstructed.
 - d) Candles are strictly prohibited.
9. Reservations may be revoked at any time whenever the use of buildings or facilities may interfere with District activities or where there has been a violation of rules and regulations.
10. The District reserves the right to make any physical or furniture changes to the building.

San Miguel Community Services District Facility Use Agreement User's Responsibilities

Group Name: _____

Date of Event: _____

Time of Use: _____

NOTE: This check list is to aid you in your responsibilities while using our facilities. All crews and personnel strive to keep our facilities clean and orderly throughout their busy shifts. Therefore, we ask groups that use our facilities to respectively clean up after themselves. All rooms are to be left as clean as you found them. The person who signs the contract is ultimately responsible for total clean-up.

Room Use

1. All decorations shall be removed from walls, ceiling, etc. and taken out of the building. All personal equipment and/or items rented elsewhere were removed from building. Delivery and removal of items allowed only during rental hours unless other arrangements have been made with the District.
2. If food and non-alcoholic beverages are brought in, groups will remove any and all associated debris such as packaging, paper plates, cups, utensils etc. from the facility.
 - a) All trash/garbage shall be removed from the facility and placed into dumpsters at the facility.
3. Tables and chairs wiped off and put back in the orientation which they were found.
4. Facility and surrounding area around facility cleaned of all debris, etc.

Point of Contact

1. Groups will communicate with the designated District Point of Contact for all inquiries before, during and after their scheduled reservations. We ask that groups respect the privacy and busy work schedule of our crews and direct all questions to their Point of Contact.

Parking

1. Groups will park in areas designated by District staff so as not to disturb neighboring businesses and District emergency apparatus.

☐ **I have read the above responsibilities.**

Name: _____ (Print)

Signature _____ Date: _____

Please return signed copy

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Waiver of Liability and Hold Harmless Agreement (“Agreement”) is entered into by and between San Miguel Community Services District, a California community services district (“Agency”), and _____, an _____ registered to do business in California (“Organization”), in connection with Organization’s use of Agency property to _____.

1. Use of Premises. Agency hereby permits Organization to use the _____ (“Facility Address”) on _____ (“Date”), for the purpose of _____ (“Event”).

2. Assumption of Risk. Organization acknowledges that it voluntarily assumes all risks associated with holding the Event, including, but not limited to, risks of injury to participants, employees, volunteers, invitees, and members of the public.

3. Waiver and Release. To the fullest extent permitted by law, Organization hereby waives, releases, and discharges Agency, its officers, officials, employees, agents, and volunteers from any and all claims, liabilities, demands, actions, or causes of action arising out of or related to the Event, including use of the premises and facilities.

4. Indemnification and Hold Harmless. Organization shall defend, indemnify, and hold harmless Agency, its officers, officials, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to the Event, except to the extent caused by the sole negligence or willful misconduct of Agency.

5. Insurance. Organization shall maintain insurance coverage: Certificate of Liability Insurance naming the San Miguel Community Services District as an additional insured for the date(s) of the event. The minimum liability coverage shall be in the amount of one million dollars (\$1,000,000).

6. Compliance with Laws. Organization agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in conducting the Event.

7. No Agency Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the parties.

8. Entire Agreement. This Agreement contains the entire understanding between the parties and may not be amended except in writing signed by both parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below:

Organization/Person:

By: _____

Name: _____

Title: _____

Date: _____

San Miguel Community Services District

By: _____

Kelly Dodds, General Manager

Date: _____