

La Selva Beach Clubhouse Use Application

This Application is made by the undersigned for the use of the Facilities (Clubhouse & Kitchen) of the La Selva Beach Recreation District, “District”, as set forth below:

Note: Playground and Courtyard must remain open to public access during events. The Permittee **cannot** block library or access between Estrella Ave. and the Florida lawn. Permittee must leave a minimum 48” path of travel through the Courtyard at all times.

| | |
|--|-----------------------------------|
| Applicant/Organization Name: | |
| Address: | Type of Event: |
| | Event Date: |
| <i>Address must be within the District for resident discount (LAFCO Map)</i> | Time In/Out: 10 AM – 10 PM |
| Phone 1: _____ Phone 2: _____ | Number of Guests: 150 Max |

Use Permit FEES (See Use Fee Schedule for More Details)

Rental Options: All-Day, Prorated Hours: Eight (8), Six (6), & Five (5)

Facilities Use (Rent): \$ _____ + Cleaning Fee: \$150
+ Early Set-Up Fee (if applicable): \$200 (2 hrs), \$300 (4 hrs)

TOTAL Due: _____

~Use fees are due a minimum of 30 calendar days prior to the event.

Additional: Insurance: \$130 - \$150 (required)

SECURITY DEPOSIT

Security Deposit: _____

Lost Key Fee: \$500 (if key is lost or misplaced - retained from security deposit)

~All deposits are due a minimum of 30 calendar days prior to the event, or at time of Application in order to secure the event date on the District calendar.

| | |
|---|---|
| Deposit Return Address (if different from above): | Deposit Required: Y / N |
| | Date Deposit Received: |
| | Check Cleared: Y / N |
| Amount of Deposit to be RETAINED: \$ _____ | Deposit Refund Sent: Y / N |
| Amount of Deposit to be REFUNDED: \$ _____ | Deposit Payment in form of: Cash / Check |
| | Rental Fee Paid in form of: Cash / Check |

~Fees must be paid by **check or cash** to **LSBRD** aside from the Liability Insurance, which is credit card ONLY

-note: \$40 fee for Non-Sufficient Funds Check Return.

As part of the Application and Agreement for the use of District facility(s), Applicant and/or Organization agrees to accept full responsibility for ensuring that all use of District facilities pursuant to this Application shall be in full compliance with the laws and ordinances of the County of Santa Cruz and the State of California, and abide by the District rules and regulations set forth in the Agreement.

LA SELVA BEACH CLUBHOUSE USE AGREEMENT

This contract is for the use of facilities listed in the Application and further described herein, and is made by and between Applicant and/or Organization "Permittee", (undersigned and initialed below), and the La Selva Beach Recreation District "District".

Whereas, the Permittee's Application # _____ ("Application") is approved and incorporated into this Agreement, including all dates and fees as noted in Application; and

Whereas, the Permittee desires to temporarily rent, occupy, and make use of the District facilities and event equipment, **not including the Playground or Florido Lawn**, located at 314 Estrella Ave., La Selva Beach, CA 95076; and

Whereas, the District agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. Deposits are due a minimum of 30 calendar days prior to the event, or at time of Application. Deposit check must clear bank deposit prior to the event. Returned checks that do not clear the bank deposit are grounds for termination of this Agreement.
2. Use Fees are due a minimum of 30 calendar days prior to the event, unless otherwise agreed to by the District Manager(s). Payment must clear bank deposit prior to the event. Returned checks that do not clear the bank deposit are grounds for termination of this Agreement.
3. The permitted use period, as approved on the Application, includes set-up and clean-up for the event. No additional days (before or after the event) will be allowed for set-up or clean-up unless otherwise specified on the Rental Application, above, and agreed to by the District Manager(s). Permittee may request early set-up the day before their event for either a 2 or 4 hour time window. District Manager will go over fees with permittee, if applicable. Permittee may be allowed to use the District Manager's driveway (accessed via Florido Avenue behind Clubhouse) to unload and load items for the event if agreed to by the District Manager(s). Use is limited to the half of the driveway closest to the Florido lawn. Unauthorized use of the District Manager(s)' driveway or blocking of vehicles in the driveway may lead to towing of the blocking vehicle.
4. Permittee agrees to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arises out of the use of District facilities. Permittee agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all claims, demands, causes of action, suits and expenses, arising out of or resulting from their use of the District facilities.
5. Permittee shall remove all personal property, trash, and other items that were not present in the facilities and will return District equipment to its original place and in the same condition when Permittee took control. Facilities, including the outside areas surrounding the Clubhouse, **must be clean**, as agreed during the Facility Use Application signing and described in ***parts 9 and 10*** of this agreement, and completely vacated no later than 11:00 PM the date of the event. Loitering on or near District facilities before or after the use specified in the Application will not be tolerated and may result in a withholding and forfeiture by Permittee of the Facility Use Deposit.
6. Permittee is responsible to ensure that no one under age shall be served or consume alcoholic beverages on District property.

7. No smoking or open flames/devices are allowed in the Clubhouse, with the exception of the fireplace. Barbequing may be allowed on the District Manager's driveway and all debris, including ashes, must be cleaned up by Permittee. All outdoor cooking devices must have absorbent material under them to capture any grease and are only permitted in the District Manager(s)' driveway. Permittee must supply appropriate firewood for the fireplace and is responsible for cleaning out any ashes after use. **No ashes may be placed in any District garbage receptacles or left on District property.**
8. Permittee is responsible to ensure that music, amplified or not, is stopped at **9:45 PM**. Renter will ensure music remains inside the Clubhouse.
9. Permittee is responsible to take all precautions when using kitchen facilities. The large refrigerator and the freezer may be used. Renter will not use or remove any items already contained within. Permittee must supply their own cooking equipment. Light cleaning of the kitchen, including wiping up any larger spills or piles of debris, shall be done by Permittee. Limited supplies, such as brooms, mop, cleaning supplies, trash bags, bathroom toilet paper, hand towels and hand soap, will be supplied to Permittee by the District in the supply closet adjacent to the small freezer..
10. Permittee agrees to complete light cleaning of Clubhouse main hall, conference room, small hallway between conference room and main hall, and the small kitchen/bar room, including light sweeping of floors, ensuring all spilt or pooled liquids are cleaned up prior to vacating the premises, removal of all Permittee's materials and supplies, and clearing off of surfaces (window sills, bookshelves/shelves, countertops, butcher-block tops, sinks, etc.). Limited supplies, such as brooms, mops, cleaning supplies, trash bags, bathroom toilet paper, hand towels and hand soap, will be supplied to Permittee by the District.
11. Permittee further agrees:
 - a. That no staples, nails, screws, tacks, or permanent adhesives will be used to secure decorations. Only 'Command Hooks' and putty may be used, and 'Command Hooks'/putty must be removed during Permittees cleanup process. Any new holes in any of the wood, inside or outside the building/facilities, no matter how small, may result in a full withholding and forfeiture by the Permittee of the Security Deposit.
 - b. To remove all signage (including, but not limited to, parking and directional) placed on District property or anywhere within the community.
 - c. To not allow anything to be dragged across the floors or outside pavers; or for the piano to be moved (if applicable). This includes trash bags.
 - d. Return all equipment used from the storage room to its original place; and replace trash canisters with clean bags.
 - e. To have an adult supervise any children using the playground.
 - f. To not remove any District property from premises.
 - g. To not set up any event related materials, games, or otherwise on the Florido Lawn.
 - h. To not use stakes for any reason in the Florido Lawn area or nearby decomposed granite areas ("DG").
 - i. To not use the stage stored in the storage closet, as it does scratch the floor.

12. Upon Permittee's completion of their event and clean up, they must ensure that all windows and doors are closed and secured, and return Key(s) to District mailbox across the street from the Fire Department, labeled as "LSB Rec District", addressed 314 Estrella Ave. (do not put the key into the mailbox labeled as LSBIA, Improvement Association). Non-return or loss of key(s) will result in a fee of \$500 to re-key the facility.

13. Upon Permittee's completion of their event and clean up, the District shall return to Permittee the Facility Use Deposit minus any amounts deemed necessary to repair damages inflicted upon the facility(s) by Permittee and/or Permittee's associates, guests, invitees, contractors, and all other persons whatsoever who enter the facility during the rental period, whether or not such persons did so with Permittee's knowledge or consent. All rentals will include a cleaning fee of \$150 (NOT included in the rental fee). If additional cleaning beyond normal janitorial services is needed, an additional fee of \$50 per hour will be due by Permittee, at a minimum of one hour charge. If additional services are required by a third-party professional/contractor, any invoiced amounts will be deducted from the Facility Use Deposit.

14. To avoid forfeiture of Facility Use Deposit, cancellation of this Agreement must be received in writing by the District 30 calendar days prior to the date of event (email correspondence will suffice). If cancellation is received in less than 30 days, a \$500 fee will be retained by the District. Cancellation of the event more than 30 days prior to event will result in a \$100 Administrative Fee, deducted from the Facility Use Deposit. (Maybe put like cancelation of any kind)

15. Permittee agrees to provide the District with Credit Card information (on the supplemental page) to be used in purchasing the required Special Event Liability Insurance for the date of the event. Furthermore, Permittee understands the District uses a third-party insurance company (Hub International Insurance Brokers or Alliant Insurance Services) to purchase the required Special Event Liability Insurance. Permittee acknowledges the District will purchase the Special Event Liability Insurance for the event through the third-party brokers once final payment, rental payment (30 days prior to the date of the event), is due. Permittee understands the Special Event Liability Insurance amount is **Non-refundable**.

16. The parties hereto are relieved of any liability if unable to meet the terms and conditions of this Agreement due to any "Act of God", riots, epidemics/pandemics, strikes, government-ordered restriction or cessation of activity, accident, fire, natural disaster, wind or flood, any requirements of law or any act or order which is beyond the control of the party not in compliance; provided that it takes all reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder.

17. Notwithstanding anything in the Agreement to the contrary, District may terminate this Agreement with respect to all or a portion of the facilities at any time for any or no reason upon 30 calendar days' prior written notice to Permittee.

18. If any provision of this Agreement or the application thereof is determined to be invalid or unenforceable, it shall not affect the enforceability of any other provision in this Agreement.

19. This Agreement will be governed under the laws of the State of California and the venue for any actions arising under or otherwise related to this Agreement or rental shall be brought in the Superior Court of Santa Cruz County, State of California, including the Small Claims Division of said superior court.

20. Permittee acknowledges that the District will charge the appropriate fee(s) set forth in the Facility Use Application for any violations of this Agreement, District rules and regulations, or any Local/State/Federal rules, regulations or Laws. Permittee acknowledges the reasonableness of such fees and that such fees are not a penalty or forfeiture, and are in addition to any other damages caused by Permittee to the facilities.

21. This Agreement shall become effective when signed by a duly authorized agent of the District.

I have read and agree to the terms of this Agreement, and the rules and regulations of the District pertaining to the use of facilities rented, pursuant to the applications of this Agreement.

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|-------------------------|----------------------------|---------------|
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| <hr/> | | |
| Renter's Printed Name | Renter's Signature | Date |
| | | |
| Madelyn or Eden Serrano | | |
| <hr/> | | |
| District Agent | District Agent's Signature | Date Approved |

Supplemental Document - Use Agreement (Liability)

Permittee's Credit Card Information

District agrees to use the credit card information contained herein only to purchase the *required* Special Event Liability Insurance (see item 15 on the **Use Application** for more information). District agrees to not use any of the information provided by Permittee for any other purposes other than the purchasing of Special Event Liability Insurance. Furthermore, District will maintain all of the confidential and private information, provided by Permittee below, within a locked room only accessible by District representatives/employees for privacy and security. By providing your credit card information you understand the District Manager(s) and the County of Santa Cruz Auditors will have access to the information for auditing purposes.

Name on the Card: _____

Credit Card #: _____ - _____ - _____ - _____

Expiration Date: ____ / ____

Security Code (CVV): ____

Phone #: _(____)_____

Email: _____