



SMRPD's Mission Statement - "To promote community well being through programs and activities that protect, preserve and enrich the canyons' heritage, open space and unique way of life."

P.O. Box 8, Silverado California 92676 • www.smrpd.org

SILVERADO/MODJESKA RECREATION AND PARK DISTRICT FACILITY USE APPLICATION INSTRUCTIONS

This application, when properly filled out, approved and signed by a Director on the SMRPD Board or its authorized representative, becomes both a contract and a permit to use the facilities described for the time and purpose herein set forth. The applicant agrees to abide by the terms, rules and regulations of this permit set forth on the attached pages and other regulations of the SMRPD established for use of these premises and to pay such fees as may be required.

Important

- Reservations are on a first come, first served basis and only become final upon approval by Board of Directors and payment of any facility use fee and deposit.
For information about fees and deposits, please visit: <https://smrpd.org/facility-rentals/>
- This is a Fillable PDF. All fields in red must be completed. When complete, save the file and email the full application (FIVE PAGES), with each numbered page either initialed or signed, together with copy of your proof of residency (if applicable), and, if you are providing your own insurance, the insurance certifications (see below) to events@smrpd.org OR send paper copies to SMRPD, PO Box 8, Silverado, CA 92676.

Insurance certifications (for more information see Page 2)

If you are providing your own insurance, we require at least these three certifications (more if liquor is being served or equipment like a bounce house is to be used)

- 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 – for events where liquor will be served or having other high-risk elements, these amounts will need to be increased
- A subrogation endorsement
- A primary and noncontributory endorsement

All certificates need to be endorsed to cover the Silverado-Modjeska Recreation & Parks District, its Directors, Officers, Agents, Volunteers, and Employees. In addition the certificates need to specify the date(s) of the event(s) and include a description of the event.

EMERGENCY SMRPD CONTACT: Steve Reighart (949) 702-3081

Cover Page – No Need to Submit



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Event Name: _____ **Date:** _____

If the nature of this event is not obvious from the event name, briefly describe it here

Name of Applicant:		Nonprofit: NA Y N	
Organization if applicable:		Tax ID (org):	
Address:			
City:		State:	Zip:
Phone:	Email:		

Facility: (check all to be used)

Silverado Park – Stage & Courts	Silverado Community Center - Bldg A (Includes Kitchen)	Modjeska Community Center
Silverado Park – Grass Area	Silverado Community Center - Bldg B Hunt Room -(includes bathrooms)	Modjeska Park – Grass & Court
Silverado Park – Tables & Playground	Silverado Riviera Only (without other facilities) Gravel area across Silverado Canyon Rd	Modjeska Park – Tables & Playground

Start Date:		End Date:	
Start Time:		End Time:	
Need Kitchen: Y N	Bounce House: Y c N	Will Beer and/or Wine Served: Y N	
Will Attendees be Charged, if so, how much _____		Number of Attendees are Expected _____	
If known, Rental Expected Fee*: \$ _____		If known, Expected Deposit* \$ _____	

* For information about fees and deposits, please visit: <https://smrpd.org/facility-rentals/>

SMRPD Sponsorship

To encourage residents and groups to put on events for the benefit of the communities that we serve, SMRPD will consider co-sponsoring public events. Co-sponsored events are eligible for fee reductions or waivers and/or liability insurance provided by SMRPD. The Park Board may, however, request a donation to cover utilities and other costs. Requests for co-sponsorship are considered by the board on a case-by-case basis. To be eligible for co-sponsorship, an event must be open to the community and of general interest. Co-sponsored events usually do not charge admission or other fees, however, doing so is not disqualifying; the Board will weigh the size of the fee against the value of the event to the community when making a co-sponsorship decision.

Do you wish this event to be considered for SMRPD co-sponsorship? YES NO

If yes, please describe here why co-sponsorship is appropriate:

Insurance Options

General liability insurance is mandatory for all facility rentals not co-sponsored by SMRPD. The specific requirements are described later in this document. Homeowners who are hosting an event can often arrange for liability insurance through their homeowner's insurance carrier. As a convenience for Applicants, SMRPD has partnered with Event Helper as an alternative source for the necessary insurance that meets our requirements: <https://www.theeventhelper.com#cna65l>

I expect this event to be co-sponsored

I will obtain my own insurance

I elect to obtain insurance coverage through Event Helper

RENTAL REQUIREMENTS

1. Applicants must provide photo ID and be at least 21 years of age.
2. All fees must be paid in full before the reservation is final. The required deposit is conditionally refundable.
3. Users agree to pay for damage to SMRPD property.
4. A resident shall be considered anyone residing within the canyon areas (Silverado, Modjeska, Williams, Ladd, Black Star) who can show proof of residency that shall be one of the following:
 - Valid California Driver's License with canyon address on license or official I.D. card issued by Dept. of Motor Vehicles for non-drivers,
 - Current year utility bill listing name and address of Applicant,
 - Property tax statement.
5. Cancellations must be submitted in writing 30 days prior to event in order to receive a refund. Cancellations inside 30 days prior to event will forfeit rental fee. Deposit will be refunded in accordance with SMRPD rental policy.

Additional Fees and Policies

1. The SMRPD Board reserves the right to charge additional fees for events incurring above average utility costs. Bounce houses will require advance permission and, if an electricity connection is required, a \$40 utility fee. Use of live bands and/or PA systems must be approved by the SMRPD Board. If approved, bands using electrical equipment will be assessed an additional \$40 utility per event.
2. The SMRPD Board may set fees on a case-by-case basis.
3. The SMRPD Board reserves the right to exempt any organization or event from fees.

FACILITY USE RULES

1. No smoking is allowed inside the Community Centers or within 100 feet of a building.
2. Alcohol use must follow SMRPD policies. See below. If policies are not followed deposit is waived.
3. Events must end no later than one half hour before the time the facility is to be vacated.
4. Rental times include set up and clean up.
5. Building must be left clean and free of trash or deposit may not be returned.
6. All furniture, equipment, etc. must be returned to its proper place.
7. For all bounce house reservations:
 - Grass area must be reserved (bounce houses are only permitted on the grass)
 - Bounce house permit/utility fee of \$40 must be paid if a generator is not used
 - Insurance specifically for bounce house use, with Endorsement of Additional Insured naming SMRPD, is required 10 days before event. This is usually provided by the bounce house vendor.

Additional Rules for Buildings Users

1. Do not use packing tape to attach anything to the walls. Do not use tape, wire or strings to attach items to the ceilings. T-bar hangers are available on request and are much easier to use. Renter is responsible for all damage to surfaces.
2. Do not push heavy items across the floors that can gouge the finish. Use a soft-wheeled dolly or enough people to pick up heavy items.
3. Do not move the filing cabinets in the Silverado Building A (Hunt Room).
4. Do not move the Foosball table; you can damage the legs.
5. Don't remove items attached to the walls.

6. Please notify the SMRPD if you notice any problems or issues at the facility so we can quickly remedy the situation.

SMRPD ALCOHOL USE POLICY

1. Only wine and beer are permitted and only at weddings and private parties where food is served.
2. The Applicant must be over the age of 21 and is responsible to ensure that wine and beer are not served to anyone under the age of 21, or to anyone who is inebriated.
3. Consumption of wine and beer is confined to the actual SMRPD property rented and may not be consumed in the Park unless the Park is itself rented, nor can it be consumed in the parking lot.
4. No alcohol other than wine or beer is allowed, and no alcohol may be sold. (Note: events including the sale of wine or beer are possible, but require specific application to the Board for approval and are not allowed by this permit.)
5. A user who plans to serve wine and/or beer during the permitted activity, must obtain insurance coverage that includes full liquor liability. SEE BELOW FOR ADDITIONAL INFORMATION ABOUT INSURANCE.

WAIVER AND RELEASE OF LIABILITY AGREEMENT TO INDEMNIFY SMRPD

The undersigned hereby acknowledges that he/she/they agree to rent from SMRPD the above-mentioned facility. In connection herewith, the undersigned hereby releases SMRPD, its present and future directors, officers, employees, agents and representatives from any and all claims, costs, expenses, demands, debts, controversies, damages, and causes of action, which the undersigned may now have or may hereafter have by reason of use and/or rental of the property.

The undersigned further agrees to indemnify and hold harmless SMRPD from any and all claims, cost, expenses, demands, debts, controversies, damages and causes of action of any third party arising from the use and/or rental of the property during the time period the property is rented to the undersigned and/or arising out of or in any way connected with Applicant's use or occupancy of a facility or property controlled by the SMRPD.

The undersigned further agrees to waive any and all rights provided by Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the creditor does not know or suspect to exist in favor at the time or executing the release which, if known to him, must have materially affected his settlement with the debtor."

A. INDEMNIFICATION

The Applicant shall indemnify, defend, and hold harmless SMRPD, 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 Applicant's use or occupancy of a facility or property controlled by the SMRPD unless solely caused by the gross negligence or willful misconduct of SMRPD, its officers, employees, or agents. In addition to any and all other indemnifications, Applicant shall indemnify, defend, and hold harmless SMRPD its officers, employees, and agents as well as St. Michael's Abbey 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 during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit, including any activities involving Unmanned Aircraft Systems (UAS).

B. INSURANCE REQUIREMENTS

General liability insurance: The Applicant 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 wine or beer is to be served during the permitted activity, coverage must include full liquor liability. **If alcohol is sold during the permitted activity, coverage must include full liquor liability**

- a. Such insurance shall name SMRPD, its officers, employees, agents, and volunteers as additional insureds prior to the

use of the facility. The Applicant shall file certificates of such insurance with the SMRPD, which shall be endorsed to provide thirty (30) days' notice to the SMRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate and endorsement is not on file prior to the event, the SMRPD 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 SMRPD'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 Applicant maintains higher limits than the minimums shown above, the SMRPD requires and shall be entitled to coverage for the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMRPD.

d. For Drone usage the UAS owner/operator shall procure and maintain insurance coverage at least as broad as: Aviation liability insurance, including bodily injury, property damage, products and completed operations with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If coverage is provided as part of a General Liability policy, then: 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 and advertising 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. Workers' compensation insurance. Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Vendor shall submit to SMRPD, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of SMRPD, its officers, agents, employees, and volunteers. UA owner/operator shall submit to SMRPD the certificate of insurance along with an endorsement providing that SMRPD and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. UA owner/operator shall also submit a Waiver of Subrogation endorsement in favor of the SMRPD, its officers, agents, employees, and volunteers. Drones may not go further than 50' beyond Silverado Community Center property boundaries.

C. INSPECTION AND USE OF PREMISES

Prior to each and every use of the Premises, USER/RENTER shall conduct a thorough inspection of the Premises, including all turf areas, to confirm the conditions of the Premises are acceptable to USER/RENTER and that the conditions of the Premises are safe for the use intended by USER/RENTER. USER/RENTER shall immediately notify (DISTRICT) of any condition(s) deemed by USER/RENTER to pose a risk of injury to persons using the Premises. USER/RENTER's use of the Premises, with or without the inspection required herein, shall be deemed USER/RENTER's acceptance of the condition of the Premises and acceptance of full responsibility for any and all claims stemming from a condition existing on the Premises.

D. WAIVER OF SUBROGATION

The Facility User's General Liability and, for companies with employees, Workers' Compensation policies are to be endorsed to waive all rights of subrogation against Recreation and Park District. The Facility User's insurance must provide a Waiver of Transfer of Rights of Recovery Against Others to Us endorsement at least as broad as ISO CG 24 04 with the District, its Directors, Officers, Agents, Volunteers, and Employees scheduled on the endorsement.

E. PRIMARY AND NONCONTRIBUTORY

Insurance provided must be primary and noncontributory and include an endorsement at least as broad as ISO CG 20 01 as respects the District, its Directors, Officers, Agents, Volunteers, and Employees. Any insurance or self-insurance maintained by the District, its Directors, Officers, Agents, Volunteers, and Employees shall be excess of the Facility User's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

F. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- a. Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. Applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- c. Applicant 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.
d. SMRPD reserves the right to immediately revoke Applicant’s right to use of the facility under this agreement should Applicant fail to comply with any provision of this section.

G. FORCE MAJEURE

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the SMRPD 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 Applicant waives any right of recovery against SMRPD and the Applicant shall not charge results of “acts of God” to SMRPD, its officers, employees, or agents.

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. THE UNDERSIGNED IS AWARE THAT THIS IS A RELEASE OF LIABILITY BETWEEN THE UNDERSIGNED AND SMRPD AND/OR ITS AFFILIATES AND ORGANIZATIONS AND SIGNS IT OF HIS/HER FREE WILL

Executed this day, _____ in _____, California.

Applicant Signature (or Type Name in lieu of a signature)

Authorized SMRPD Signature



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SMRPD Event Price Schedule Canyon Residents

SMRPD Co-Sponsored, Public Events

To encourage residents and groups to put on events for the benefit of the communities that we serve, SMRPD will consider co-sponsoring public events. Co-sponsored events are eligible for fee reductions or waivers and/or liability insurance provided by SMRPD.

Private Events - Charges below are the base rates for four hours. For events lasting between four and eight hours, add 20% for each additional hour. For events that exceed 8 hours and/or include music or PA, use Application for Wedding or Large Special Event is required. A \$200 per hour penalty fee will be charged for any renters that show up before or stays up beyond their allocated time frame, including clean up. Fee will be deducted from deposit.

Facility	Capacity	Fewer than 50 people	Deposit	50+ People	Deposit
Silverado Community Center					
Building A	131	\$50	\$100	\$100	\$250
Building B	48	\$50	\$100	-	-
Buildings A & B	179	\$100	\$200	\$150	\$350
Silverado Park – All three areas below		\$350	\$500	\$400	\$500
Silverado Park – Tables & Playground		\$50	\$100	\$100	\$250
Silverado Park – Stage & Courts		\$50	\$100	\$100	\$250
Silverado Park – Grass Area		\$50	\$100	\$100	\$250
Silverado – All Park and Buildings		\$450	\$650	\$550	\$850
Modjeska Community Center					
Building	130	\$50	\$100	\$100*	\$250*
Modjeska Park					
Modjeska Park – Tables & Playground		\$50	\$100	\$100*	\$250*
Modjeska Park – Entire Park		\$200	\$500	\$250*	\$500*
Bounce house at either park		\$40			

Required in Advance:

- This contract that includes a signed waiver releasing SMRPD from liability
- Proof of canyon residency
- Properly endorsed Certificates of Insurance
- Payment of rental fee and deposit (this can be submitted after the event has been approved)

Silverado or Modjeska Park (no buildings)

Park rentals approved on a case-by-case basis and certain restrictions may apply including no live music or PA system unless approved by SMRPD Board

*Parking is limited for the Modjeska Community Center and Park. Consider renting the Silverado community center if you will have more than 15-20 cars.



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Non-Canyon Residents

SMRPD Co-Sponsored, Public Events

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Private Events - Charges below are the base rates for four hours. For events lasting between four and eight hours, add 20% for each additional hour. For events that exceed 8 hours and/or include music or PA the Use Application for Wedding or Large Special Event is required. A \$200 per hour penalty fee will be charged for any renters that show up before or stays up beyond their allocated time frame, including clean up. Fee will be deducted from deposit.

Facility	Capacity	Fewer than 50 people	Deposit	50+ People	Deposit
Silverado Community Center					
Building A	131	\$100	\$100	\$200	\$250
Building B	48	\$100	\$100	-	
Buildings A & B	179	\$200	\$200	\$300	\$350
Silverado Park – All three areas below		\$700	\$500	\$800	\$600
Silverado Park – Tables & Playground		\$100	\$100	\$200	\$350
Silverado Park – Stage & Courts		\$100	\$100	\$200	\$350
Silverado Park – Grass Area		\$100	\$100	\$200	\$350
Silverado – All Park and Buildings		\$900	\$650	\$1,100	\$900
Modjeska Community Center					
Building	130	\$100	\$100	N/A	N/A
Modjeska Park					
Modjeska Park – Tables & Playground		\$100	\$100	\$200*	\$250*
Modjeska Park – Entire Park		\$400	\$500	\$500*	\$500*
Bounce house at either park		\$40			

Required in Advance:

- This contract that includes a signed waiver releasing SMRPD from liability
- Proof of canyon residency
- Properly endorsed Certificates of Insurance
- Payment of rental fee and deposit (this can be submitted after the event has been approved)

Silverado or Modjeska Park (no buildings)

Park rentals approved on a case-by-case basis and certain restrictions may apply including no live music or PA system unless approved by Board

*Parking is limited for the Modjeska Community Center and Park. Consider renting the Silverado community center if you will have more than 15-20 cars.