

OFFICE USE ONLY: RECIEPT NUMBER:
REGISTERED BY:

## **Del Norte County Recreation Gymnasium Rental Application**

All Rental Applications must be submitted at least 14 day prior to requested date. All applicants must read and sign the agreement attached to the rental application.

## ALL FEES AND DEPOSTS MUST BE PAID IN FULL AT TIME OF APPLICATION.

Today's Date:				
Applicant's Name:(person responsible)	DOB:	(Date of Birth)	Organization:(*Must provide a cert. of liability insurance	
Address:	City:		State: Zip:	
Primary Phone: Alt. Pl	none:		Email:	
Day(s) and Date(s) requested:			Hours:* to *Total hours must include set up and clean-up to	
Type of Event:	Approx	x. Number of Guest	s:	
Is this an ongoing weekly event? OYes ON	lo If yes, e	end date:		
Will there be an admittance fee to this event?	Yes O N	lo		
Rental Availability Day/ Time:		Calculate Rates	s & Fees:	
The Del Norte County Recreation Gymnasium is rented on a first come first serve basis. All Gymnasium Dates/ Times must be approved by the Recreation Department prior to approval of facility rental.		Fee: Total Hours x \$00 = \$ Damage Deposit \$		
Rental Rates:				
Private Party Rental: \$40.00 per Hour Private Party Rental Damage Deposit: \$150.00 Sports Rental: \$20.00 per Hour		Organization pro	Total Due Today: \$vided a certificate of liability insurance.	
I confirm that I have red, understand and signed the Rental further understand if any information is found not to be true damage deposit will be forfeited.  Signature of Applicant:	-	the above information	has been completed honestly and accurately, a	



## **Del Norte County Recreation Gymnasium Rental Application**

## **Terms and Conditions**

All applicants must read, sign and return this form with their completed Rental Application at least 4 days prior to requested date.

Minimum Rental Time: 1 hour.

**Condition of Premises**: The premises are furnished on an "as is" basis, together with any usual and regular heat and lighting.

**Cleaning**: Permittee is fully and solely responsible for cleaning the premises and returning them to the condition existing prior to the Event, unless other arrangements are made and agreed to by the County and paid prior to the renal period.

**Use of Premises:** The premises may be used only for the events described in the Agreement. In no event, may any other portion of the building be used by Permittee of any of the Permitte's agents, employees, or guests. Neither Permittee nor any of Permittee's agents, employees or guests shall disrupt any other use of the building. The County may deny use of the building to anyone for any reason. County may cancel a reservation for any reason, including use of the facility for an emergency.

Items/ Activities Prohibited on Premises: The following items are prohibited: bottled gas in any form, "fog" or "smoke" producing equipment, confetti, Mylar balloons, glitter, birdseed or uncooked rice for throwing, and candles. The County reserves the right to require Permittee to remove any other items, which pose an undue hazard to the premised or its users. Posting of signs outside or on the building or other County property is prohibited without advance permission from the County.

**Insurance:** Permittee is advised to obtain insurance, including comprehensive liability insurance. Proof of insurance may be required, depending on the event. To the extent, the Permittee has employees; Permittee agrees it has obtained Worker's

Compensation Insurance as required by California law.

**Smoking:** Smoking is prohibited on the premises or within 20 feet of a main exit, entrance, or operable window of a public building.

**Alcohol:** The consumption of alcoholic beverages or products is prohibited in the facility. It is also prohibited to bring any alcoholic beverages or products anywhere else on Del Norte County property.

**Personal Property:** The Operator is not responsible for the loss or theft of personal property of rented items brought on the premises by Permittee, guests or persons acting under the direction of Permittee. Any rented items left on Premises for pick-up is at Permittee's own risk.

**Animals:** Animals or pets are not allowed with the exception of service/ guide animals.

**Damage Deposit:** The \$150.00 damage deposit and full rental payment is due at the time of booking.

**Rules and Regulations:** By signing this agreement, Permittee states he/she has read all applicable rules and regulations related to the rental of this building and agrees to abide by such.

Responsibility for Guests: Permittee agrees that he/she is responsible for the conduct of guests, and other persons attending the event. (name listed on Rental Agreement) Permittee agrees to pay for any damage to County property that occurs as a result of my event including, but not limited to, damage to the Facility, equipment, or grounds. Permittee understands that he/she may be billed for any damages. Permittee also agrees that if there is a disturbance at the event that requires a police response, such as an altercation involving guests, he/she may be billed for any cost. Permittee further agrees that the event may be terminated if it creates a public nuisance or threatens public health or safety.

Indemnification/Waiver of Rights: Permittee takes sole responsibility for Permittee and his/her guests, contractors, agents, employees or assigns. Permittee shall defend, indemnify and hold the County, and its officers, employees and agents harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees (which shall be interpreted to include County Counsel fees), which arise out of or is in any way connected with the use of the Facility or any County equipment in the facility. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Permittee or his/her guest, contractors, agents, employees, or assigns.

Permittee waives any right to a cause of action relating to use of the Premises and fully assumes the risks of use of such. Permittee further acknowledges that the County, his/her agents, staff, officials, or officers make no warranty with respect to any of the equipment used for the activity where expressed or implied. Permittee specifically agrees to indemnify the County costs or expenses arising out of myself or my guests' use of the premises related to my event including the cost of medical care, and any expenses or fees incurred in any lawsuit arising as a result of any damage or injuries caused by Permittee or his/her guests, contractors, agents, employees, or assigns.

**Damages:** Permittee will pay for all damages occurring during the rental period without disputing the causation of such damages. Normal wear and tear will not be considered as damages.

**Dispute**: If a dispute arises under this agreement, Permittee will first try to resolve the dispute by direct dialog. Permittee agrees that if a lawsuit becomes necessary, the proper venue will be Del Norte County, within the state of California.

Age of Applicant: Applicant must be over 21 years of age.

Payment Due: The rental fee balance must be paid prior to the event. If payment is not received prior to the event, the County may cancel the reservation. Permittee agrees that is is his/her responsibility to make the full payment of the estimated rental fee and that no further billing will be undertaken by the County, except in the case of damage, revisions, materials, or services desired.

**Cancellations:** Cancellations must be made 5 days in advance of the rental period. Cancellations thereafter will not be refunded. The County will retain \$20 administrative fee in all cases.