

Application for Indoor Rental Permit – Borchard Community Center

Applicant Information

| Name of Patron / Organization: | | | Today's Date: | | | | |
|---|---|---|---|---|--|--|--|
| Phone Number: | | E-Mail Add | lress: | | | | |
| Street Address: | | | | | | | |
| Reservation Details | (One-Time Rental) C | Contact the Cente | er Supervisor for Recurring R | entals | | | |
| Type of Event / Acti | vity: | | Estimat | ed Attendance: | | | |
| Preferred Room(s): | Gym + Kitchen | Gym Only | Lounge Activity Roo | om Total Indoor Facility | | | |
| Date(s) Requested: | | | Day(s) of the Week: | | | | |
| Time of Reservatio | n (4-Hour Minimum) | No Early Entry | | | | | |
| Set-Up Time: | From | То | (1-Hour Minimum) | | | | |
| Program Time: | From | То | (Actual Event Time) | | | | |
| Clean-Up Time: | From | То | (1-Hour Minimum) | Гotal Hours: | | | |
| Additional Conside | rations | | | | | | |
| Will you be decorat | ing the venue: | No Yes – De | etails: | | | | |
| | pen to the public? [for the event must st | | d with CRPD" and may not use | e any CRPD logos or imagery. | | | |
| Will admission be c | harged (or will donat | ions be required) | ? No Yes – Amoun | rt: \$ | | | |
| ❖ If so, how are th | ne proceeds to be use | ed? | | | | | |
| Will alcohol be serv | ed? No Ye | es; For Free | Yes; For Sale (A valid ABC License | is required if alcohol will be sold.) | | | |
| All outside vend a Certificate of District as addit | Liability Insurance a ional insured. The pe | rs, attractions, an nd <i>Additional In</i> s rmitee is respons | ed? No Yes – Type d other businesses or organiza sured Endorsement naming the ible for collecting both of the ments available for review by | ations) are required to provide ne Conejo Recreation & Park se documents from all outside | | | |

Rental Fees & Requirements – Borchard Community Center

| Hourly Rental Fees Room / Area (Max Capacity) | <u>Class 4</u> In-District Resi | | Class 6 Out-of-District Residents | Class 3 Non-Profit / Government | | |
|--|------------------------------------|--------------------------------------|-----------------------------------|---------------------------------|-------|--|
| Total Indoor Facility (Max: 300) | \$143.60 |) | \$215.40 | \$107 | 7.70 | |
| Gym + Kitchen (Max: 200) | \$86.80 | ı | \$130.20 | \$65.10 | | |
| Gym (Max: 200) | \$61.20 | | \$91.80 | \$45.90 | | |
| Lounge (Max: 50) | \$43.20 | | \$64.80 | \$32.40 | | |
| Activity Rooms (Max: 50) | \$25.60 | ı | \$38.40 | \$19.20 | | |
| Fees & Refundable Deposits (Refundable Deposits will be returned to permittee if the facility is left clean and without damage | | | | | | |
| Application Fee (Non-Refundable) | \$15 | Alcohol Deposit | | | \$150 | |
| Gym Rental Deposit | \$350 | Gym Floor Cleaning Deposit | | | \$250 | |
| Activity Room Rental Deposit | \$100 | Activity Room Floor Cleaning Deposit | | eposit | \$125 | |
| CRPD Facility Attendant (or Recreation Leader) On-Site (Hourly Rate; See Staffing Requirements Below) | | | | | | |

^{*} In-District Residents rate applies to residents of Thousand Oaks, Newbury Park, and the Ventura County portion of Westlake Village.

Staffing and Security Requirements

- One CRPD Facility Attendant is required for the duration of the event for every 100 people in attendance.
- An additional CRPD Facility Attendant is required for permits running past 7:00pm (with a 3-hour minimum).
- CRPD staff will determine which facility doors remain open, closed, or locked for safety and/or noise concerns.
- For parties over 100 people and serving food and/or alcohol, a minimum 2-hour clean-up period is required.

Applicant Signature: ______ Date Signed: _____

• For parties with alcohol, one security guard per 50 people in attendance is required.

| | FOR OFFIC | E USE ONLY | |
|-------------------------------------|----------------------|-----------------------------|-------------------------|
| Date Received: D | ate Entered in Reser | vations: | Permit No.: |
| ☐ Application Fee Paid ☐ Renta | al Deposits Paid | ☐ Insurance Received | ☐ All Fees Paid In-Full |
| CRPD Facility Attendant Scheduled: | □ Yes □ N/A | Room Setup Templates Re | eceived: 🗆 Yes 🗆 N/A |
| Daily Alcohol Sale Permit Received: | □ Yes □ N/A | Security Guard Contract R | eceived: 🗆 Yes 🗆 N/A |
| Pre-Event Walkthrough Date: | Staff: | | Concerns: ☐ No ☐ Yes * |
| Post-Event Walkthrough Date: | Staff: | | Concerns: ☐ No ☐ Yes * |
| Rental Deposits Refunded: ☐ Full R | tefund □ Partial Re | efund; Amount Withheld: \$_ | □ No Refund |

^{*} Concerns from either walkthrough should be documented, photographed, and reported to the Recreation Supervisor or Coordinator immediately.



Rules and Regulations for Indoor Facility Rentals

THE GENERAL MANAGER reserves the right to cancel any application upon one week's notice (Article IV § 401).

PERMITS MAY BE REVOKED immediately—and all fees may be withheld—if the permittee or a guest in attendance willfully violates any rule or regulation established by CRPD or is found to have made false statements on the reservation application including, but not limited to, event attendance exceeding the amount listed on the application and/or room capacity.

ALCOHOL is not permitted at youth-oriented functions and may not be served to anyone under 21 years old.

- If alcohol will be served, one security guard is required for every 50 people in attendance, at least 30 minutes before and 30 minutes after serving. A security contract must be turned in at least 30 days prior to the event.
- If alcohol will be sold, or an admission fee is charged and alcohol is served, a daily sales permit must be obtained through the CA Dept. of Alcohol Beverage Control and turned in at least 10 days prior to the event.
- An event may not last longer than six hours or run later than 11:00pm if alcohol is being served at any point.
- Alcohol may only be served from the approved, designated bar area and may only be consumed inside the
 facility. All glass, including drinking glasses and beer bottles, must remain within the designated bar area.
 Only individual servings are allowed; bottles and/or buckets with bottles or cans may not be left on tables.

DECORATIONS must not cover or block fire extinguishers, exit signs, light switches, or doorways. Painter's tape may be used to hang or attach decorations. Any other type of adhesive or hardware including tacks, staples, or nails is prohibited. Decorations must be removed by the permittee at the end of the event.

ROOM SET-UP details must be submitted at least 30 days prior to the event. Room Set-Up templates are available.

APPLICATION FEE & DEPOSITS must be paid in-full when submitting the application. The application fee is non-refundable. Any refundable deposits will be returned within 10 business days of the event if the facility and the surrounding area are left clean and in the same condition they were found. A facility inspection must be conducted with CRPD staff before the event begins and also at the conclusion of the event. Failure to leave the facility and the surrounding area clean and undamaged may result in the forfeiture of all deposits.

ALL REMAINING RENTAL FEES must be paid in-full at least 30 days prior to the event.

CANCELLATIONS must be submitted to the office in writing. Requests for refunds will be granted as follows:

- A full refund, less the application fee, will be given if notice is received at least 45 days prior to the event date.
- A refund, less the application fee and deposits, will be given if notice is received less than 45 days prior.
- All fees will be withheld, including any refundable deposits, if the permittee fails to appear without notice.
- Any insurance fees paid to CRPD (if applicable) are non-refundable.

PERMIT CHANGES must be submitted at least 14 days prior to the event and require Center Supervisor approval.

PERMITTEE RESPONSIBILITIES include supervising children present, beginning and ending the event at the permitted times, and cleaning up the rental area, including picking up any trash and removing all decorations and signs.

I hereby acknowledge that I have read, understood, and agree to the Rules and Regulations outlined above.

| Full Name of Applicant | Signature of Applicant | Date Submitted |
|------------------------|------------------------|----------------|
| | | |



Waiver, Consent, and Hold Harmless Agreement

| Full Name of Applicant | Signature of Applicant | Date Submitted | | | |
|---|---|--|--|--|--|
| | | | | | |
| - | erstood, and agree to the terms of the above agr mitted date(s) and any additional date(s) the | | | | |
| agreement to the extent and whenever it shal For purposes of this agreement, a "Force N epidemic, civil disturbances, acts of terroris | ntained in this agreement, the CRPD shall be excus I be prevented from the performance of such obligation Majeure Event" includes but is not limited to firest m, regulation of any public authority, and other ainst CRPD and the City, and the undersigned shall in | ations by any Force Majeure Event. s, floods, earthquakes, pandemic, causes beyond their control. The | | | |
| Force Majeure Events | | | | | |
| gatherings. The undersigned also agrees to a The undesigned further agrees that it is solely rules, regulations, orders, and/or guidance i distancing, limits on the size of gatherings, u | state, and federal laws and regulations related to bide by all applicable local, state, and federal access responsible for reviewing and ensuring compliance on effect at the time of the use of the facility incluse of appropriate sanitation practices, etc. CRPD acility under this agreement should the undersigned | essibility standards and regulations. ce with all applicable public health ading, but not limited to, physical reserves the right to immediately | | | |
| Compliance with All Applicable Law, Rules, | & Regulations | | | | |
| of weather and the forces of nature. It is re erosion, that the surface of such facilities m District (herein referred to as "CRPD") will maintenance on the facility. The undersigned reasonably safe for their intended use. Once assumes the risk of any defect in the premundersigned releases, waives, holds harmless the use of or the conditions of the premises loss, damage, costs and expenses, including property which arise out of its use of CRPD faremployees, and agents from any and all losse to any person or persons or damage to pro | Type of deterioration, and abuse. The outdoor portion of a cognized that the outdoor facilities are subject to lay be uneven, defective or contain foreign object within the reasonable constraints of its facilities diagrees to carefully inspect and satisfy for him or having conducted such inspection the undersigned isses herein occasioned by the want of inspections and discharges CRPD from any and all liability or herein. The undersigned agrees to be solely respectively. The undersigned shall indemnify, defend, and estimates, costs, expenses, claims, liabilities, actions, or damperty arising at any time out of or in any way reliable CRPD, unless solely caused by the gross neglige | the facility is subject to the effects of animal and human damage and its. The Conejo Recreation & Parks and budget, perform necessary her that the facilities provided are read agrees that he or she expressly in, maintenance and warning. The responsibility which arises out of consible for and all liability, claims, my injury to persons or damage to and hold harmless CRPD, its officers, nages, including liability for injuries lated to the undersigned's use or | | | |
| | | | | | |
| I acknowledge and understand that the . | Location(s) & Facility Name(s) | | | | |
| Lastragulades and understand that the | Borchard Community Center (190 N Reino D | r., Newbury Park, CA 91320) | | | |



Insurance Requirements for Facility Rentals

A Certificate of Liability Insurance and an Additional Insured Endorsement naming the Conejo Recreation & Park District (CRPD) as additional insureds must be provided at least 10 days prior to the event. Insurance is also required of any caterers, vendors, organizations, security, or other businesses present during the event, including the set-up and clean-up times.

The permittee shall procure and maintain commercial liability insurance with coverage at least as broad as Insurance Services 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. Such insurance shall name "The Conejo Recreation & Park District, its officers, employees, agents, and volunteers" as additional insureds prior to the use of the facility. Permittee shall file such certificates of such insurance with CRPD, which shall be endorsed to provide thirty (30) days' notice to CRPD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, CRPD may deny access to the facility.

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 CRPD's Risk Manager.

Requirements of specific coverage features, or limits contained in this regulation 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 permittee maintains higher limits than the minimums shown above, CRPD requires and shall be entitled to coverage for the higher limits maintained by the permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CRPD.

Special Event Liability Insurance Information

The State of California maintains a List of Approved Surplus Line Insurers. Ask your agent, broker, or "Surplus Line" broker if the insurer is on that list, or view that list on the CA Department of Insurance Website: www.insurance.ca.gov

The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "Surplus Line" broker or contact the California Department of Insurance at the following toll-free number: 1-800-927-4357. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also contact the National Association of Insurance Commissioners by visiting their website: www.naic.org

| I hereby acknowledge that I have read, understood, and agree to the Insurance Requirements outlined above. | | | | | | |
|--|------------------------|----------------|--|--|--|--|
| Full Name of Applicant | Signature of Applicant | Date Submitted | | | | |



Insurance Requirements for Rentals

Give this document to your (or your organization's) insurance agent.

A current <u>Certificate of Liability Insurance</u> and <u>Additional Insured Endorsement</u> must be received by the Conejo Recreation & Park District at least ten (10) business days prior to the permit date.

- An Additional Insured Endorsement is <u>required</u> because Certificates of Liability Insurance alone do not protect the additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy."
- ➤ It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittee will not be granted access to the facility until a new policy is on-file.
- Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the effective dates of coverage, and the permit location(s).
 - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- ➤ Certificates of Liability Insurance must be for an Occurrence Policy (<u>not</u> Claims-Made).
- Minimum liability limits are as follows:

o \$2,000,000 General Aggregate

o \$1,000,000 Per Occurrence

o \$1,000,000 Personal & Advertising Injury

5 \$1,000,000 Products Completed-Operations

- > Sports Organizations If the use includes athletic activities, Organization shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance
- The Certificate Holder and Name of Additional Insured sections must read as follows:

Conejo Recreation & Park District, its Directors, Officers, Agents, and Employees 403 W. Hillcrest Drive, Thousand Oaks, CA 91360

- Cancellation Clause must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' written notice to the certificate holder named to the left."
- No blanket endorsements will be accepted.

Sample Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT Independent Contractor | | | | |
|------------------------|---|-------|--|--|--|
| Insurance Agent | PHONE (A/C, No, Ext): 555-555-5555 (A/C, No): | | | | |
| Street Adresss | E-MAIL ADDRESS: email@address.com | | | | |
| City, State, Zip | INSURER(S) AFFORDING COVERAGE | NAIC# | | | |
| | INSURER A: Insurance Company Name | 00000 | | | |
| INSURED | INSURER B: | | | | |
| Independent Contractor | INSURER C: | | | | |
| Street Address | INSURER D: | | | | |
| City, State, Zip | INSURER E: | | | | |
| | INSURER F: | | | | |

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

| R R | TYPE OF INSURANCE | | SUBR | | (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
|--------|---|-------|----------|-----------------------------------|-------------------------|----------------------------|--|-------|------------------------|
| | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) | \$ \$ | 1,000,000. |
| | | X | | 7327328466 | 01/01/2021 | 12/31/2021 | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE PRODUCTS - COMP/OP AGG | \$ | 2,000,000 1,000,000 |
| | POLICY PRO- JECT LOC | | | | | | | \$ | (1,1000,1000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ | |
| | ALL OWNED SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ | |
| | HIRED AUTOS NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ | |
| | DED RETENTION \$ | | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | WC STATU- TORY LIMITS ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | E.L. EACH ACCIDENT | \$ | |
| | (Mandatory in NH) If yes, describe under | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | |
| | DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| | | | | | | | | | |
| sc | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (| Attach . | ACORD 101, Additional Remarks Sch | edule, if more space is | s required) | | | |
| * > | 30 days' written notice of cancellation. | | | | | | | | |
| 3 | ou days written notice of cancellation. | | | | | | | | |
| | | | | | | | | | |

CERTIFICATE HOLDER

Conejo Recreation & Park District, its Directors, Officers, Agents, and Employees 403 W. Hillcrest Drive Thousand Oaks, CA 91360

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Authorized Representative Signature

ACORD 25 (2010/05)

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Sample Additional Insured Endorsement

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| Conejo Recreation & Park District, its Directors, Officers, Agents, and Employees 403 W. Hillcrest Drive Thousand Oaks, CA 91360 | |
| Information required to complete this Schedule, if not shown | above, will be shown in the Declarations. |

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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