

PHELAN & PIÑON HILLS COMMUNITY BUILDING RENTALS

Application and Agreement for Use of District Facilities

Phelan Senior Center 9463 Sheep Creek Rd., Unit A Phelan, CA 92371	Phelan Community Center 9463 Sheep Creek Rd., Unit B Phelan, CA 92371	Piñon Hills Community Center 10433 Mountain Rd. Pinon Hills, CA 92372
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Rental Fee Schedule		
	Resident	Non-Resident
CATEGORY I (meetings, classes)	PER HOUR	
Monday - Friday	\$15	\$20
Weekend or Holiday	\$20	\$25
CATEGORY II (parties, receptions, dances, dinners)	PER HOUR	
Monday - Friday	\$20	\$25
Weekend or Holiday	\$25	\$30
KITCHEN FEES	PER EVENT	
Phelan Community Center (Food warming only)	\$15	\$20
Phelan Senior Center (Full commercial kitchen)	\$35	\$40
Piñon Hills Community Center (Full commercial kitchen)	\$35	\$40
SECURITY AND CLEANING DEPOSIT	PER EVENT	
Category I (meetings, classes)	\$100	
Category II (parties, receptions, dances, dinners)	\$200	
INSURANCE		
<ul style="list-style-type: none"> A Liability insurance policy for \$1 million dollars is required. PPHCSD must be named as "additional insured" on the certificate of insurance. An additional \$1 million dollar Liquor Liability policy is required to cover use of alcohol at events. 		

Building Capacities

Location	Dinner	Meeting
Phelan Senior Center	60 - 80	100
Phelan Community Center	70 - 90	110
Piñon Hills Community Center	80 - 100	120

Renter's Responsibilities & Acknowledgement

- Applications are not accepted over the phone. We must receive a written application.
- Applicant name/organization name must match on the Application and Certificate of Insurance.
- Deposit check is due at the time the application is submitted and does not apply to the room rental fee.
- Deposit is refundable if building is left clean and no damage to the building, tables, or chairs has occurred.
- All changes need to be submitted in writing.
- Cancellations must be submitted in writing 30 days prior to event to receive full refund of deposit.
- All rental facilities close by 11:00 pm.
- Bounce houses are not permitted at any of our facilities or parks.
- For more information on rentals, please call the District office at (760) 868-1212.

PHELAN & PIÑON HILLS COMMUNITY SERVICES DISTRICT

PO Box 294049, Phelan, CA 92329-4049

760-868-1212

- Phelan Senior Center, 9463 Sheep Creek Rd., Unit A, Phelan, CA 92371
- Phelan Community Center, 9463 Sheep Creek Rd., Unit B, Phelan, CA 92371
- Piñon Hills Community Center, 10433 Mountain Rd., Pinon Hills, CA 92372

APPLICANT INFORMATION				
Name:		Phone:		
Mailing Address:		City:	Zip:	
Organization Name:		Email:		
DATE AND TIME REQUESTED (Must include set-up and cleanup time)				
Month:	Day:	Year:	Start Time:	End Time:
Recurring Dates:				
EVENT DETAILS				
Type of Event:				
Estimated Attendance:		Will food be served? Yes No		
Will alcohol be served? Yes No	Will alcohol be sold? Yes No		Permit #:	
DECORATIONS (Nothing can be used that will leave marks, residue, or holes)				
Type of decorations to be used:				
Where will they be used? (Table, floor, wall, etc.)				
KITCHEN REQUEST	KITCHEN COST PER EVENT			
Will you be using the kitchen? Yes No	<input type="checkbox"/> Phelan Community Center (\$15 for Residents, \$20 for Non-residents) <input type="checkbox"/> Piñon Hills (\$35 for Residents, \$40 for Non-residents) <input type="checkbox"/> Phelan Senior Center (\$35 for Residents, \$40 for Non-residents)			

I have read and understand the Renter's Responsibility & Acknowledgement on the page 1 of the application.

Signature _____

Date _____

For Office Use Only			
Received by:		Date Received:	
<input type="checkbox"/> Insurance Policy Received	<input type="checkbox"/> Already On File	Deposit Paid: \$	Check #:
Date Insurance Expires:			
<input type="checkbox"/> Alcohol Policy Received	<input type="checkbox"/> Not Required	# of Hours: x \$	\$
<input type="checkbox"/> Event added to Calendar		Kitchen Fee:	\$
<input type="checkbox"/> Calendar given to Parks staff		Total Fees Due:	\$

Please read each item and initial next to it showing that you understand.

- _____ **RESERVATIONS:** Telephone inquiries are not binding and do not constitute a reservation. A reservation for the event will be booked only when all fees have been paid in full and all other required documents (Rental Application, Security Deposit, and evidence of Liability Insurance) are received by Phelan Piñon Hills CSD.
- _____ **TIME RESERVED TO COVER ENTIRE USE:** The hours shown on the application will cover the entire time required for the renter to set-up, decorate, conduct the activity, and clean up the facility after use. The facility must be vacated promptly at the conclusion of the time specified on the agreement. Occupancy beyond the time specified will result in overtime charges at one and one-half time of the staff's hourly rate plus the hourly rental rate of the facility.
- _____ **CANCELLATION POLICY:** Renter must submit written notice of cancellation at least ten (10) days prior to the cancellation of any dates covered by the rental agreement. Fees for uses cancelled thirty (30) or more days in advance will be refunded, less 10%; 10-29 days, refunded less 30%; less than 10 days there will be no refund. No shows will be charged the full rental amount, with no refunds.
- _____ **INSURANCE REQUIREMENTS:** The applicant shall provide and maintain General Liability Insurance and the coverage shall be in the amount of \$1 (one) million dollars for bodily injury, personal injury and property damage, the Phelan Piñon Hills CSD must be named as the insured. If alcoholic beverages are served, Liquor Liability Insurance in the amount of \$1 (one) million dollars for bodily injury and property damage will be required in addition to the General Liability Policy. General Liability and Liquor Liability Insurance shall be endorsed naming the Phelan Piñon Hills CSD; its officers, agents, employees and volunteers as additional insured. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled, or changed except after thirty (30) days written notice has been given to the Phelan Piñon Hills CSD. Use of the facility will be denied if satisfactory proof of the required insurance is not received in a timely manner (at least 2 weeks) prior to the event.
- _____ **DECORATIONS:** Any decorating, covering or changes to the facilities must be discussed at the time of the rental application and put in writing as part of the permit. The use of the following decorating materials and equipment are prohibited: cellophane, duct or adhesive tape, nails, staples, screws, loose glitter, birdseed, sand, confetti, bubbles, bubble machines and fog machines. Use of these items will result in the loss of the security deposit. Masking tape, if used, must be removed following the event. No materials may be attached to ceiling tiles or ceiling grids. The relocation of Community Center furnishings and equipment, other than tables and chairs provided for the rental is not permitted. **Bounce houses are not permitted under any circumstances.**
- _____ **CLEANING:** Clean-up of the facility is the applicant's responsibility. The applicant shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. The facility and all outside areas, including restrooms and kitchen shall be left in the same condition as they were prior to the event. Failure to do so may result in the forfeiture of the security deposit.
- _____ **MINOR CHILDREN:** For safety reasons, no children under 18 years of age will be allowed in the kitchen area without adult supervision. For children's events the Phelan Piñon Hills CSD requires an adult to child ratio of 1:6.
- _____ **PHELAN PIÑON HILLS CSD** reserves the right to cancel any rental or use of the Community Centers without notice wherein previous incidents have resulted in damage, or misuse of the facilities or equipment including the outside grounds, and park areas.

**RELEASE AND HOLD HARMLESS AGREEMENT
FOR THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT**

The undersigned, _____, on behalf of himself/herself/itself and his/her/its heirs, executors, administrators, officers, directors, employees, volunteers, agents, representatives, successors, and assigns ("Releasors"), does hereby release, acquit, and forever discharge the PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT ("District") and its agents, representatives, employees, directors, successors, administrators, and all other persons, firms, corporations, associations, or partnerships ("Releasees"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the Undersigned and the Releasors now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, property damage, and monetary losses, and the consequences thereof, resulting or to result from the accident, casualty, or event which relates in any manner, directly or indirectly, to the occupation, possession, enjoyment, and/or use of _____ ("the Premises") for the period beginning on _____ and ending on _____ for the purpose of _____ ("the Event").

The use of the Premises by the Undersigned shall be strictly limited to conducting activities directly related to the Event, in a reasonable and lawful manner that is not otherwise inconsistent with any and all requirements of the District, as such may be imposed and enforced by the District in any fashion deemed necessary by the District in the exercise of its sole discretion. The Undersigned shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in the enjoyment, use, and occupancy of the Premises.

It is expressly understood by the Undersigned that the physical condition of the Premises is such that the use thereof is furnished by the District for the Event on an as-is basis without any representation or warranty. The District makes no express or implied representations or warranties concerning the Premises or its fitness for any particular purpose. The Undersigned shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the Event. The District shall not be held liable to the Undersigned or any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Premises or any use or failure thereof. The District shall not be held liable or responsible for any debts, claims, or damages from any cause arising out of or any way related to the Undersigned's use or occupancy of the Premises. Immediately upon conclusion of the Event, the Undersigned shall restore the Premises to the condition existing prior to the Event.

The Undersigned hereby expressly waives and releases the District and the Releasees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor"

The Undersigned expressly waives and relinquishes all rights and benefits afforded to the Undersigned thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced above. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Undersigned understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

Excepting the sole or active negligence or willful misconduct of the District, the Undersigned agrees to indemnify and hold the District and the Releasees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Undersigned and/or its guests, invitees, trespassers, contractors, consultants, and employees in connection with the Event or their use and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the District reserves the right to demand at any time prior to the Event that the Undersigned pay any and all fees imposed by the District for the use of the Premises and that the Undersigned procure and maintain bonds from an acceptable surety, cash deposits, policies of insurance, and/or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this _____ day of _____, 20_____.

Signature

Date