

# 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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<b>Rental Fee Schedule</b>		
	<b>Resident</b>	<b>Non-Resident</b>
<b>CATEGORY I (meetings, classes)</b>	<b>PER HOUR</b>	
Monday - Friday	\$15	\$20
Weekend or Holiday	\$20	\$25
<b>CATEGORY II (parties, receptions, dances, dinners)</b>	<b>PER HOUR</b>	
Monday - Friday	\$20	\$25
Weekend or Holiday	\$25	\$30
<b>KITCHEN FEES</b>	<b>PER EVENT</b>	
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
<b>SECURITY AND CLEANING DEPOSIT</b>	<b>PER EVENT</b>	
Category I (meetings, classes)	\$100	
Category II (parties, receptions, dances, dinners)	\$200	
<b>COVID-19 CLEANING/DISINFECTION FEES</b>	<b>PER EVENT</b>	
Phelan Community Center	\$50 + \$5 if kitchen used	
Phelan Senior Center	\$55 + \$15 if kitchen used	
Piñon Hills Community Center	\$65 + \$15 if kitchen used	
<b>INSURANCE</b>		
<ul style="list-style-type: none"> <li>A Liability insurance policy for \$1 million dollars is required.</li> <li>PPHCSD must be named as "additional insured" on the certificate of insurance.</li> <li>An additional \$1 million dollar Liquor Liability policy is required to cover use of alcohol at events.</li> </ul>		

### Building Capacities\*

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

\*Capacity will be reduced according to county COVID-19 guidelines

### 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. **Reservations must be made at least two weeks prior to the event.**

\_\_\_\_\_ **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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party"

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

## **SPECIAL COVID-19 PROVISIONS**

In addition to the other provisions set forth in the foregoing Release and Hold Harmless Agreement, Participant acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including several cases in California. In accordance with the most recent guidance and protocols issued by the World Health Organization, the Centers for Disease Control and Prevention (“CDC”), the State of California, and the County of San Bernardino for slowing the transmission of COVID-19, Participant hereby agrees, represents, and warrants that neither Participant nor such participating children shall visit or utilize the Premises or participate in the Event, or any other facilities, services, and programs of PPHCSD (other than any exclusively online services and programs), within 14 days after (i) returning from highly impacted areas subject to CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and Participant agrees that they are aware of this list and the countries listed. Participant agrees to check the CDC Travel Health Notices list (<http://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in the Event or otherwise utilizing the Premises, facilities, services, and programs of PPHCSD, on a daily basis if necessary. Participant hereby agrees, represents, and warrants, that neither Participant nor such participating children shall participate in the Event or otherwise visit or utilize the Premises, facilities, services, and programs of PPHCSD if he or she (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. Participant agrees to notify PPHCSD immediately if he or she believes that any of the foregoing access/use restrictions may apply.

PPHCSD has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. Participant acknowledges and agrees that PPHCSD may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with PPHCSD’s revised procedures prior to participating in the Event or otherwise utilizing the Premises, facilities, services, and programs of PPHCSD. Participant further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by PPHCSD, social distancing of 6 feet per person among children and their caregivers in a childcare setting is not possible. Participant fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of PPHCSD and acknowledges that use thereof by Participant and/or such participating children may, despite PPHCSD’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

**IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF THE PREMISES, FACILITIES, OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH PPHCSD, PARTICIPANT HEREBY AGREES TO THE FOLLOWING:**

Participant, on his or her behalf and on behalf of such participating children, hereby releases, waives, discharges and covenants not to sue PPHCSD, its directors, officers, employees, volunteers and agents from all liability to Participant or such participating children and all personal representatives, assigns, heirs, and next of kin of the Participant or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or illness or the death of, Participant or such participating children (or any person who may contract COVID-19, directly or indirectly, from Participant or such participating children) whether caused by the negligence, active or passive, of PPHCSD or otherwise while Participant or such participating children are involved in, upon,

or about the Event, the Premises, and/or any facilities or equipment therein or participating in any program affiliated with PPHCSD. Participant expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

Participant hereby agrees to indemnify and save and hold harmless PPHCSD, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while Participant or any participating child is involved in, upon, or about the Premises or otherwise participating in the Event and/or any program affiliated with PPHCSD. Participant understands and agrees that PPHCSD is not required to provide insurance to cover Participant or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort arising out of, or in connection with, the Event, or about the Premises or any facilities or equipment involved therewith, or by participating in any program affiliated with PPHCSD.

Participant agrees and acknowledges that use of the Premises and/or any PPHCSD facilities and services, and participation in the Event, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. Participant hereby assumes full responsibility for, and risk of illness, bodily injury, death, or property damage to Participant or such participating children due to negligence, active or passive or otherwise, while involved in Event and/or using the Premises or any facilities or equipment thereon or participating in any program affiliated with PPHCSD. Participant acknowledges that any illness or injuries that Participant or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

Participant further expressly agrees that this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND UNDERSTAND, AND HEREBY VOLUNTARILY SIGN, THIS RELEASE AND HOLD HARMLESS AGREEMENT. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM PPHCSD IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AS A RESULT OF THE EVENT OR THE CONDITION OF THE PREMISES AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MY MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO PPHCSD THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Emergency Contact Number