



FACILITY USE AGREEMENT

APPLICANT INFORMATION:

Name/Organization: _____
 Telephone: _____
 Email Address: _____
 Mailing Address: _____
 Application Date: _____

FACILITY USE REQUEST (Please check all applicable boxes and fill in blanks):

Rental Date: _____
 Start and End Time: _____
 Number of Attendees: _____

Swim Party Full Room: \$270
1:00pm-4:00pm

This package covers admission for 30 swimmers, extra swimmers are \$7 each.

Swim Party Half Room: \$170
1:00pm-4:00pm

This package covers admission for 15 swimmers, extra swimmers are \$7 each.

Birthday parties, family gatherings, club meetings, team celebrations and more! This party rental is available on Saturdays and will take place from 1:00pm to 4:00pm during our Swim/Slide/Splash hours.

****The Party Packages Above Do Not Require Insurance Certificates****

Multi-Purpose Room (Insurance Required):

<input type="checkbox"/> MP Room \$70hr / \$250day	# of Hours____ Total \$_____
<input type="checkbox"/> MP Room (Non-Profit) \$40hr / \$200day	# of Hours____ Total \$_____

Pool & Water Park Rental (Insurance Required):

<input type="checkbox"/> All Pool Facilities \$490/hr	# of Hours____ Total \$_____
<input type="checkbox"/> Leisure/Activity Pool \$140/hr	# of Hours____ Total \$_____
<input type="checkbox"/> Water Slide and Lazy River same time \$235/hr	# of Hours____ Total \$_____
<input type="checkbox"/> Water Slide Alternating with Lazy River \$188/hr	# of Hours____ Total \$_____
<input type="checkbox"/> Competition Pool \$135/hr	# of Hours____ Total \$_____
<input type="checkbox"/> Lane Rental \$30 per lane per hour	# of Hours____ Total \$_____
<input type="checkbox"/> Lane Rental \$13 per lane per hour*	# of Hours____ Total \$_____

***Price for Local Youth Swim Organizations**

***All rentals are dependent on availability and program needs of the Center**

Outdoor Facilities:

<input type="checkbox"/> North Lawn \$50hr / \$134day	# of Hours____ Total \$_____
<input type="checkbox"/> Pétanque Court \$50hr / \$134day	# of Hours____ Total \$_____

Special Event Permit for Outdoor Facilities (Insurance Required): Permit is required for any outdoor event that is advertised and/or expected to have more than 20 participants on the premises for more than 2.5 hours. Please describe the event on a sperate paper and attach.

Full Facility Rental:

<input type="checkbox"/> Facility Rental including both pools \$2,200/day	# of Hours____ Total \$_____
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Staff Fee:

<input type="checkbox"/> \$52/hr	# of Hours____ Total \$_____
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Facility Rental Total: \$_____ Invoice #_____

****One Day is Equivalent to Six Hours****

FACILITY USE AGREEMENT

A. INDEMNIFICATION

1. The (USER/RENTER) shall indemnify, defend, and hold harmless The C.V. Starr Community Center and City of Fort Bragg, 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 (USER/RENTER)'s use or occupancy of a facility or property controlled by The C.V. Starr Community Center and City of Fort Bragg, unless solely caused by the gross negligence or willful misconduct of The C.V. Starr Community Center and City of Fort Bragg, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

(An Insurance Certificate is required for all rentals except for rentals that are sponsored by or co-sponsored by the The C.V. Starr Community Center or the City of Fort Bragg.)

1. General liability insurance: The (USER/RENTER) 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. If alcoholic beverages are served, liquor liability in the amount of \$1,000,000 per occurrence is required. General liability and liquor liability shall be endorsed naming the City of Fort Bragg, its officers, agents, employees and volunteers as additional insured. The insurance provided to the City of Fort Bragg as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City of Fort Bragg. Use of the facility may be denied if satisfactory proof of the required insurance is not timely received prior to the event. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
 - a. Such insurance shall name The C.V. Starr Community Center and the City of Fort Bragg CA, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The (USER/RENTER) shall file certificates of such insurance with The C.V. Starr Community Center and City of Fort Bragg, which shall be endorsed to provide thirty (30) days' notice to The C.V. Starr Community Center and City of Fort Bragg of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, The C.V. Starr Community Center or the City of Fort Bragg 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 C.V. Starr Community Center and or City of Fort Bragg.
 - 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 (USER/RENTER) maintains higher limits than the minimums shown above, The C.V. Starr Community Center and City of Fort Bragg requires and shall be entitled to coverage for the higher limits maintained by the (USER/RENTER). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to The C.V. Starr Community Center and City of Fort Bragg.

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

1. A (USER/RENTER) shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The (USER/RENTER) agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The (USER/RENTER) 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.
4. The C.V. Starr Community Center and City of Fort Bragg reserves the right to immediately revoke (USER/RENTER)'s right to use of the facility under this agreement should (USER/RENTER) fail to comply with any provision of this section.

D. FORCE MAJEURE

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, The C.V. Starr Community Center and City of Fort Bragg 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 (USER/RENTER) waives any right of recovery against The C.V. Starr Community Center and City of Fort Bragg and the (USER/RENTER) shall not charge results of "acts of God" to The C.V. Starr Community Center and City of Fort Bragg, its officers, employees, or agents.

Signature: _____ **Date:** _____

Print Name: _____

Emergency Contact Name: _____ **Phone Number:** _____