

**SILVERADO/MODJESKA RECREATION AND PARK DISTRICT
FACILITIES USE AGREEMENT**

This Agreement is made this date, _____, by and between the Silverado/Modjeska Recreation and Parks District (the "District") and _____ ("User"). The purpose of this Agreement is to provide a fair equitable basis for individuals and groups to use the District's facilities.

1. **Use of District Facility:** For the consideration and upon the terms and conditions set out here, District allows User to use the following District property:
_____ (the "Facility") on/at the following dates and times:

The User shall use the Facility only for the following activity:

Such use shall be subject to the provisions of this Agreement as well as all District rules and regulations, attached and incorporated as Exhibit A, as they may be amended from time to time. Such use only is for the date and times specified and only for the specific purpose set out here.

User may not assign this Agreement. Any new user will enter into a new Agreement.

2. **Term:** This Agreement shall commence on _____ and shall terminate on _____. Notwithstanding, either the User or the District may terminate this Agreement upon 30 days prior written notice. District also may terminate this Agreement for breach if User fails to cure such breach after seven (7) days prior written notice to do so.

3. **Cost of Use:**

A. Fee for Use: The cost for use of the Facility is \$ _____. Such fee shall be paid to the District at least seven (7) days before the scheduled date of use. Use of the Facility will not be allowed without payment of the full fee owing. User shall not adjust the fee in the event that Facility is used for fewer hours than scheduled. In the event that User uses the Facility for more hours than scheduled, the cost of such additional use must be paid to District before User will be allowed additional use of the Facility.

B. Deposit: In addition to the cost of use, if so indicated by the District Facility Fees Schedule, User shall deposit \$ _____ with District to cover any costs to the District for cleaning, damage repairs, and any other extraordinary expenses related to this contractual use of the facilities. The deposit is refundable to User within a reasonable time after completion of this contract, pursuant to a satisfactory facilities inspection by the District.

C. Cancellation: User must cancel use of the Facility in writing at least seven (7) days before the scheduled date of use or User will be responsible for the full use fee.

4. **Insurance:** User shall pay District the sum of \$_____ at least seven (7) days before the scheduled date of use for issuance by District to User of a certificate of coverage for \$_____ in additional liability insurance naming the District, its Officers, Agents, Employees and Volunteers as additional insureds.

5. Indemnification: Notwithstanding the limits of any insurance, User shall indemnify, defend and hold harmless District, its officers, agents and employees, from and against any and all claims, demands, losses, liabilities, or costs for property damage or personal injury (including death) arising or alleged to arise as a result of this Agreement. This provision shall survive termination of this Agreement.

6. **Miscellaneous:** All provisions for times set out here are for calendar days. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof. This Agreement may be amended only in writing, signed by both parties. This Agreement represents the entire agreement of the parties and no other agreement, oral or written, shall survive its execution.

SIGNATURES:

For User

For District

Name (print)

Name (print)

Address

Address

Phone

Phone

EXHIBIT A
COMMUNITY CENTER AND PARK POLICY AND USE FEES
Adopted By The Silverado-Modjeska Recreation and Parks District May 2003

Facility Use Requests By Canyon Residents

Public Events

No charge will be made for using the Silverado or Modjeska Community Centers for events open to the public. However, the Park Board may request a donation to cover utilities and other costs.

Private Events--Less Than 50 People

| <i>Silverado Community Center</i> | | | <i>Capacity</i> |
|-----------------------------------|----------------|-------------------|-----------------|
| Building A | \$25 per event | Four-hour maximum | 131 |
| Building B | \$25 per event | Four-hour maximum | 48 |
| Buildings A & B | \$50 per event | Four-hour maximum | 179 |

If an event goes beyond the four-hour maximum, an additional \$25 will be assessed.

Modjeska Community Center

Building \$25 per event Four-hour maximum

If an event goes beyond the four-hour maximum, an additional \$25 will be assessed.

Required in Advance:

- \$100 refundable cleaning deposit
- Signed waiver releasing District from liability
- Proof of canyon residency

Private Events---More Than 50 People

Silverado or Modjeska Community Center

- \$250 per event, eight hour maximum

Required in Advance:

- \$250 refundable cleaning deposit
- Signed waiver releasing District from liability
- Proof of canyon residency

Silverado or Modjeska Park

- \$250 per event, eight hour maximum
- Certain restrictions may apply
- Park rentals will be approved on a case by case basis by the Board.

Required in Advance:

- \$250 refundable cleaning deposit
- Signed waiver releasing District from liability
- Proof of canyon residency

Additional Fees and Policies

1. The Board reserves the right to charge additional fees for events incurring above average utility costs. Setting up bounce houses in the park will require advance permission and a \$15 utility fee. Bands using electrical equipment will be assessed an additional \$25 per event.
2. The Board may assess an hourly fee of \$7 rather than the \$25 four-hour rate.
3. The Board will set fees for rentals by non-canyon residents on a case by case basis.
4. The Board reserves the right to exempt any organization or event from fees.
5. **No smoking is allowed inside the Community Centers.**
6. **Use of alcohol and other intoxicants is prohibited.**
7. Users agree to pay for damage to District property.

AFTER SIGNING THE AGREEMENT, PLEASE MAIL IT, TOGETHER WITH A CHECK FOR THE DEPOSIT TO:

Silverado Community Center
27641 Silverado Canyon Road
Silverado, CA 92676
ATT: Steve Reighart

MAKE OUT THE CHECK TO "SMRPD"

PLEASE ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE FOR RETURN OF THE DEPOSIT.

THANK YOU.