



FACILITY USE & PROGRAM AGREEMENT

11207 Ocotillo Street, Morongo Valley, CA 92256
(760) 363-6454 | admin@morongovalleyfire.org

APPLICANT INFORMATION

Organization / Group Name (if applicable): _____ Contact Name: _____
 Email Address: _____ Phone Number: _____
 Mailing Address: _____

TYPE OF USE (Select One)

- Private Event (party, gathering, etc.) Community Program (classes, workshops, youth programs)
 Nonprofit / Community Organization Commercial Use

EVENT / PROGRAM DETAILS

Name of Event or Program: _____ Estimated Attendance: _____
 Description of Event or Program: _____
 Event Date(s): _____ Start Time: _____ End Time: _____
 Is this recurring? No Yes → Frequency: _____
 Will you charge participants? No (Free) Donation-Based Yes (Fee: \$_____ per person)

FACILITY REQUESTED (Select All That Apply)

- Multi-Purpose Room Kitchen Mesquite Room Pavilion
 Park Grounds Geeson Ball Fields Other: _____

INSURANCE / RISK ACKNOWLEDGMENT

Select one: I will provide liability insurance (\$1,000,000, naming MVCSD as additional insured)
 I am requesting a waiver of insurance (low-risk community use, subject to approval)

FEES & WAIVER REQUEST

I am requesting a fee waiver or reduction (community program or public benefit)

AGREEMENT & RESPONSIBILITY

The applicant has read and agrees to abide by the conditions stated in the Facility Rental Policy Agreement. Applicant will defend and indemnify CSD for any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including a District and/or sponsor and their directors, officers, employees or volunteers arising out of any manner directly or indirectly connected with the event to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees or volunteers, except the sole negligence or willful misconduct of District or its directors, officers, employees or volunteers. Refundable deposits may take up to 10 days to process for reimbursements as deposits are not held at the CSD office.

Signature of Person Accepting Responsibility for Event Date

OFFICE USE ONLY

Application Status: Approved Denied Use Category: Community Program Nonprofit Private
 Fees: \$_____ Deposit: \$_____ Fee Waived/Reduced: Yes No **TOTAL DUE: \$_____**
 Payment Received: \$_____ Cash QuickBooks Insurance Required: Yes No

Approval Signature of CSD Personnel Date

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Policy Statement and General Terms:

The Morongo Valley Community Services District (MVCSD) public parks and buildings are utilized for MVCSD approved recreational, cultural, civic, social activities and programs. Additionally, the District makes use of the facilities to conduct the community governmental business at Board meetings, committee meetings, work groups and workshops.

The MVCSD makes certain facilities available to the public for meetings, activities, events, and services that meet similar community needs, and interests of the community. The MVCSD General Manager is authorized to interpret and implement the policies and regulations herein as adopted by the Board of Directors.

The General Manager has the authority to waive or reduce fees as described in the adopted Fee Schedule and has the authority to consider waving various application fees for good cause. If the General Manager has denied a request to waive or reduce fees the interested party may appeal that decision directly to the Board of Directors for final determination. The Fee Waiver request MUST be made to the General Manager prior to the posting of the regular meeting agenda, as required by the Brown Act, so that the Board of Directors may act, and the public has an opportunity to comment. The regular Board meetings are held the 3rd Wednesday of each month at 6 p.m.

Should a waiver or reduction of fees be granted, the reserving party is still responsible for meeting all conditions, rules and regulations governing use of the District's parks and buildings, including any required insurance and permitting provisions. Failure to meet all conditions, including entry and exit times, may result in forfeiture of the waiver with the resultant fees charged.

Reasonable attempts will be made to avoid scheduling and use conflicts. If clarification is required, the following usage priorities will apply for use of the District Facilities:

1. MVCSD sponsored meetings, activities, events
2. Meetings, activities, or events sponsored or approved by governmental agencies working jointly with the CSD
3. Local non-commercial or charitable organization groups
4. Local commercial enterprises and concerns
5. Out-of-District non-commercial or charitable organization groups
6. Out-of-District commercial enterprises and concerns
7. User groups whose rental fees have been reduced or waived

MVCSD Facility Use Policies, Rules, and Regulations

1. Hours of Use

- 1.1. Parks – MVCSD Parks are open for daily use from 7:00 a.m. through 10:00 p.m. No unauthorized person(s) shall access MVCSD Parks between 10:01 p.m. and 6:00 a.m.
- 1.2. MVCSD reserves the right to limit the hours of those events which may disturb the peaceful enjoyment of the residential areas adjacent to the parks.
- 1.3. Reservations are accepted a minimum of 14-days prior, but no more than 12-months prior to the proposed event. Reservations are not deemed confirmed until the rental agreement is signed by both parties, all fees and deposits have been paid, and any required permits or insurance have been obtained with copies provided to the District Office. District staff shall make a reasonable effort to accommodate each application and provide written confirmation of approval or denial within three (3) working days after receipt of all required materials.
- 1.4. Ongoing or continuous reservations booked in advance are on an “as available” basis limited to a 3-month period at a time.
- 1.5. Applicants are required to be at least 21 years of age, be the individual who will be in charge and responsible for the event and must be in attendance throughout the event as a public safety contact for sheriff or fire agencies. An agreement may not be assigned, subleased, or transferred.
- 1.6. Applicants must notify the District office of any cancellations at least 72-hours prior to the commencement of an event subject to a forfeiture of any fees or deposit provided.
- 1.7. The MVCSD reserves the sole and individual right to refuse to permit the reserved use of public facilities to individuals, groups or organizations which have previously not complied with the MVCSD policies, rules or regulations regarding facilities use.
- 1.8. Reservation and use of facilities are at the sole risk of the user(s). Please review Page 1 of the Facilities Use and Agreement.
- 1.9. Community buildings and Pavilion Facilities are available for reservation between the hours of 8:00 a.m. to 9:00 p.m. Mondays through Thursdays, and from 7:00 a.m. to 10:00 p.m. on Fridays and Saturdays. Community buildings are not available for rental or reserved use on Sundays or Holidays, unless specifically authorized by the General Manager or the Board of Directors as District representatives are not available to support unanticipated needs related to the facilities.

2. General Rules and Regulations

With respect to MVCSD’s Public Parks and Facilities, the following activities are prohibited. There are NO FIRES allowed inside the park except those approved by prior permit through the Morongo Valley Fire Department. In all cases, an on-site working fire extinguisher is required.

- 2.1. Fires – Making or kindling a fire with wood or any material, other than charcoal, in designated BBQ areas on existing or permit grills. Permits are not required for propane grills.
- 2.2. Storage – To store any personal property, including camping gear, equipment, or vehicles.
- 2.3. Camping – No camping in or upon any MVCSD Park or Facilities at any time.
- 2.4. Smoking or tobacco use – In alignment with California Laws, it is prohibited to smoke or use tobacco products within 20 ft. of the entrance to any District building or other public use facility area designated for children’s play, areas adjacent to wildlands, or to discard any lighted or unlighted cigar, cigarette, or tobacco related litter in these areas.

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- 2.5. Firearms/Weapons – It is strictly prohibited to possess firearms or other weapons, except for those carried by designated certified peace officers as assigned duty weapons.
- 2.6. Reckless Operation – It is prohibited to ride or use any roller skates, scooters, skateboards, or bicycles at any MVCSD Park or Facility in a reckless manner or with disregard for the safety of person(s) or property, or to cause such items to be ridden in such a manner. Use of the Skate Park Facilities by any person must be in compliance with posted rules and safety requirements at all times.
- 2.7. Alcohol – It is prohibited to possess any can, bottle or other receptacle containing any alcohol beverage that has been opened, a seal broken, or the contents partially removed, unless permitted by contract with the MVCSD and served within the confines of a “reserved” enclosed facility meeting all rules and conditions of the Department of Alcohol Beverage Control (ABC), the San Bernardino County Health Department and the San Bernardino County Sheriff’s Department.
Renters who charge a fee to serve alcohol or charge an admission fee and serve alcohol, must obtain a temporary sales permit from the Department of Alcohol Beverage Control Board and file a copy of such a permit with the MVCSD offices at least 7 business days prior to the event. Where all other conditions are met, Security personnel, contracted Sheriff’s Deputies and additional insurance may be required by the MVCSD at the sole expense and responsibility of the renter. Deposits of up to \$1,000 may be required to ensure cleanliness/damage restoration.
- 2.8. Animals – It is prohibited to hitch, ride, or let lose any animal or fowl without the specific written permission of the Park Commissioner or General Manager. This shall not apply to dogs at a park facility when in compliance with the San Bernardino County Leash Laws and led with a leash or chain no more than 6 ft. long and in the control of a responsible adult strong enough to exert control of the dog(s). Owners or leaders of the dog(s) are responsible for the conduct of the animal and for the disposal of all waste and fecal matter. Pets are not permitted in the Geeson Ball Fields during scheduled youth activities or at large scale community events/parties. Seeing Eye dogs and other similar designated service dogs are not subject to these re- strictions.
- 2.9. Bathing – It is prohibited to bathe in any Facility not designated or designed for that purpose.
- 2.10. Bulletin Boards – It is prohibited to affix flyers, posters, banners or other such elements to bulletin boards, scheduling boards or display areas within or attached to District Facilities, unless specifically permitted and designated for use within the rental agreement. Banners displayed for birthday parties; weddings or other such events require specific permission within the rental agreement.
- 2.11. Rice, glitter, confetti, other granular substances, or birdseed is strictly prohibited within the confines of District Park Facilities as the facilities border wildlife native habitats, and such items are hazardous to the health and wellbeing of such animals and fowl.
- 2.12. Refuse – It is prohibited to leave garbage, cans, bottles, papers, litter or other refuse at any park or Facility other than in the specified receptacles provided. If no receptacle is provided, or such receptacles are full, patrons are to remove all waste and dispose of it in an appropriate manner. Park users should leave facilities as they would want to see such left for their use.
- 2.13. Balloons – Metallic coated, mylar, helium-filled or other similar balloons are generally prohibited as are other types of party favors which may be ingested by domestic animals or wildlife as the parks are adjacent to wildlife habitats.
- 2.14. Parking – In designated areas only. Parking on the grass areas is prohibited unless specifically permitted and designated by area as noted in the Rental Agreement.

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- 2.15. Minors – Groups consisting mainly of minors shall be supervised by one adult for each 10-15 minors at all times during use of the District Facilities.
- 2.16. Music – When specifically permitted, music is restricted to the hours between 10:00 a.m. and 9:00 p.m. or as otherwise designated in the Rental Agreement. Again, the Parks border upon residential areas entitled to reasonable peace and quiet after certain hours.
- 2.17. The MVCSD is not responsible or liable for rental items delivered before, during or left after an event. Security of such items is the sole responsibility of the renter/patron.
- 2.18. Fees, rental charges and Security or Cleaning Deposits will be charged for the entire time the user group requires access to District Facilities. This includes time required for setting up an event, decorating, cleaning up and clearing the property. Fees will be charged in accordance with the MVCSD's most recently adopted Fee Schedule. (See Appendix A attached hereto.)
- 2.19. Deposits – When public facilities are rented or reserved, a refundable deposit is required. If damage to District Facilities occurs during use, or if excessive clean-up is required after use, the actual cost of repairs or clean-up will be deducted from the deposit. If cost of repairs or clean-up exceeds the deposit amount, the user will be invoiced and billed for the difference. If the user group remains in use of facilities beyond the scheduled time, the deposit will be forfeited, and additional fees may be charged for additional time at the facility. If the user group misrepresents any material facts about the event (such as serving of alcohol without the proper permits, or other such violation) the entire deposit will be forfeited.
- 2.20. Setup and Breakdown – When available, the use of limited District tables and chairs is included in the Facility Rental Fee. Tables and chairs used for outdoor assemblies may incur charges when District staff is expected to setup or breakdown such setups. If setups are provided for a fee, staff will arrange tables and chairs as close to diagrams submitted by the applicant as possible.
- 2.21. Fire Lanes/Corridors – User groups shall not obstruct access pathways or routes within or outside of District Buildings or otherwise interfere with the public safety or convenience of the public or other facility users.
- 2.22. Fire Extinguishers – Fire extinguishers or other protective/safety/first-aid equipment and supplies are provided within District Facilities as is required by appropriate Codes and Ordinances. Use of any such equipment by facility users must be reported to District Officials as soon as possible. In order to replace or restock protective safety equipment. Replacement or restocking costs are subject to review, dependent on the condition of use.
- 2.23. Equipment Outside – Certain fixtures or equipment may be available for use outside of buildings or off-site. Deposits will only be refunded if equipment is returned clean, on-time and undamaged. Costs of repairs, cleaning or replacement will be deducted from deposits.
- 2.24. Electrical Use – Electricity, air conditioning or heating within District facilities are anticipated for events within buildings. Measures to assure conservation of such resources are expected of users to avert excessive costs of operations. Excessive utility charges experienced may be charged to the deposits. (See Appendix A attached hereto.)

3. Security Requirement

- 3.1. Whenever alcohol will be served or sold as permitted at an event, or at other times, the General Manager and/or the Park Commissioner or Risk Management/Public Relations Ad Hoc Committee may deem appropriate, the applicant will be required to contact the Sheriff's Department or other approved and certified security company for event security. The General Manager will meet with the Sheriff's Department representatives to determine the specific level of security requirements for each such event. Generally, no

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less than two officers will be required for the event. Proof of contract for security must be on file in the District Office at least seven (7) working days prior to the event.

4. Insurance Requirements

- 4.1. For one-time events such as weddings, parties, concerts or other like events, the MVCSD requires the applicant provide a certificate of insurance from an insurance company admitted to provide service in California and rated as "BBB" or better; in an amount of \$1,000,000 with an endorsement naming the MVCSD, the County of San Bernardino, its officers, employees, agents and volunteers as additional insured. Insurances are reviewed by the Risk Management/Public Relations Ad Hoc Committee.
- 4.2. Organizations and agencies requesting reserved use of District Facilities are required to provide a certificate of insurance, such as that stated in the foregoing Item 4.1.
- 4.3. All required insurance policies and endorsements are to be primary and non-contributory with any insurance or self-insurance programs carried or administered through the District.
- 4.4. To assist user groups in compliance with the insurance requirements, many independent agents can facilitate user insurance needs at a reasonable cost factor. As an example, the neighboring town of Yucca Valley makes coverage available through Alliant Insurance Services for a typical charge of \$115 to \$180 per event. The Morongo Valley Community Services District does not provide recommendations or referrals on Insurance Agents or Insurance Companies but rather refers users to research the telephone book or do a local search on-line to find agents or companies that can assist in providing the user with insurance coverage.

5. Deposit Information

- 5.1. If damage to Morongo Valley Community Services District property occurs during use or if excessive clean-up is necessary after the use, the actual cost of repairs or clean-up will be deducted from the deposit.
- 5.2. If the cost of repairs and/or clean-up exceeds the deposit amount, the user will be billed for the difference.
- 5.3. If the user group remains in the facility beyond the scheduled time, the deposit may be forfeited, and additional fees may be charged for the additional time in the facility.
- 5.4. If the user group misrepresents any material facts about the event (i.e., the serving of alcohol, etc.) the entire deposit will be forfeited.
- 5.5. If any or all of the deposit has been forfeited, the full required deposit must be replenished prior to any sub-sequent us.

By signing below, you agree to abide by the above information

Applicant Signature

Date

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APPENDIX A

MORONGO VALLEY PARK FACILITY FEE SCHEDULE

FACILITY	TIME	RESIDENT/NON-RESIDENT	FEE
Pavilion (<i>Exclusive of grounds use</i>)	2-Hour Minimum	MV Resident	\$ 50.00/Hr
		Non-Resident	\$ 65.00/Hr
Pavilion Electricity Usage			\$ 10.00/Hr
Pavilion and Park Grounds	2-Hour Minimum	All Renters (<i>50+ guests</i>)	\$ 80.00/Hr
Park Grounds (<i>Exclusive of Pavilion</i>)	2-Hour Minimum	MV Resident (<i>25-75 guests</i>)	\$ 55.00/Hr
		Non-Resident (<i>25-75 guests</i>)	\$ 70.00/Hr
		MV Resident (<i>75+ guests</i>)	\$ 85.00/Hr
		Non-Resident (<i>75+ guests</i>)	\$ 100.00/Hr
Multipurpose Room w/o Kitchen	2-Hour Minimum	MV Resident (<i>83 guests max</i>)	\$ 35.00/Hr
		Non-Resident	\$ 50.00/Hr
Multipurpose Room w/Kitchen	2-Hour Minimum	MV Resident	\$ 55.00/Hr
		Non-Resident	\$ 70.00/Hr
Mesquite Room w/o Kitchen	2-Hour Minimum	MV Resident (<i>42 guests max</i>)	\$ 25.00/Hr
		Non-Resident	\$ 40.00/Hr
Mesquite Room w/Kitchen	2-Hour Minimum	MV Resident	\$ 45.00/Hr
		Non-Resident	\$ 60.00/Hr
Tennis Courts	Annual Rental	MV Resident	\$5.00/Mo \$60.00/Yr
		Non-Resident	\$ 7.00/Mo 100.00/Yr
		Student	\$2.50/Mo \$30.00/Yr
Geeson Ball Fields (<i>Includes use of restrooms, Snack bar w/electricity for snack bar</i>)		Field Lighting	\$500.00/Hr
		w/o Field Lighting	\$ 45.00/Hr
Uses Not Listed	2-Hour Minimum	Negotiated Rate	\$ 50.00/Hr

Refundable Security Deposit: Secures your reservation and the damage/cleaning deposit for the following
 First 100 persons \$200.00
 Each Additional 25 Persons \$10

FACILITY RENTAL DEPOSIT SHEET

NON-COMPLIANCE COST

- Keys** – Not returned or lost..... \$ 25.00
 - Lights** – Left on \$ 10.00
 - Doors** – Unopened or left open \$ 20.00
 - Breezeway Restrooms** – Cleanliness \$ 40.00
 - Damage (*Depending on the damage*)\$ TBD
 - Tables/Chairs** – Not cleaned or stacked..... \$ 20.00
 - Trash** – Not properly disposed \$ 30.00
 - Floors** – Not swept or mopped.....\$ 30.00
 - Kitchen** – Not properly cleaned; stove grease trap clean?..... \$ 40.00
 - Extra Hours** -\$ _____
 - Other**\$ _____
- Damage:** Note/Action Required: _____

OFFICE USE ONLY

Amount applied for extra charges: _____

Amount charged to credit card on file: _____

Amount for deposit: _____

Approval Signature of CSD Personnel

Date