



10300 San Diego St P.O. Box 658 Lamont, Ca 93241 Telephone (661) 845-0757 Fax (661) 845-4238

Application For Use of Facility

Facility Name: **David Head Building**  
 Organization/Applicant/User Requesting Facility: \_\_\_\_\_  
 Person Physically in charged of event: \_\_\_\_\_  
 Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone \_\_\_\_\_  
 Type of Activity for which will be used: \_\_\_\_\_  
 Date(s) Requested: \_\_\_\_\_  
 Number of People Attending: \_\_\_\_\_ Alcohol Served / Sold? Yes No

Applicant/User, for himself or herself and the above organization and all members thereof, agree to abide by the policies and procedures stated on this application.

\_\_\_\_\_  
 Applicant/User Signature Date

**SPACE BELOW FOR OFFICE USE ONLY**

|                         | Date Due | Date Received |
|-------------------------|----------|---------------|
| Damage/Cleaning Deposit | _____    | _____         |
| Rental Fee              | _____    | _____         |
| Insurance               | _____    | _____         |
| Security                | _____    | _____         |
| Alcohol Permit          | _____    | _____         |
| ABC License             | _____    | _____         |
| Tables and Chairs       | _____    | _____         |

\_\_\_\_\_  
 District Representative Signature/ Approval Date



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## Facility Rental Agreement, Waiver, and Release

Applicant/User \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Work Phone \_\_\_\_\_  
Facility Requested: **David Head Building**  
Rooms Requested: **Senior ctr Hall Board Room Back Rm Kitchen** (circle)  
Date(s) Requested: \_\_\_\_\_  
Time Arriving \_\_\_\_\_ am/pm Time Leaving \_\_\_\_\_ am/pm

### **INDEMNIFICATION AGREEMENT**

#### PERMIT/FACILITY USE AGREEMENT

#### RECOMMENDED LANGUAGE FOR INSURANCE RELATED PROVISIONS

##### **A. INDEMNIFICATION**

1. The \_\_\_\_\_ shall indemnify, defend, and hold harmless **BEAR MOUNTAIN RECREATION AND PARK DISTRICT**, 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 \_\_\_\_\_ use or occupancy of a facility or property controlled by the **BEAR MOUNTAIN RECREATION AND PARK DISTRICT**, unless solely caused by the gross negligence or willful misconduct of **BEAR MOUNTAIN RECREATION AND PARK DISTRICT**, its officers, employees, or agents.

##### **B. INSURANCE REQUIREMENTS**

1. General liability insurance: The \_\_\_\_\_ 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. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
  - a. Such insurance shall name **BEAR MOUNTAIN RECREATION AND PARK DISTRICT**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The \_\_\_\_\_ shall file certificates of such insurance with the **BEAR MOUNTAIN RECREATION AND PARK DISTRICT**, which shall be endorsed to provide thirty (30) days' notice to the **BEAR MOUNTAIN RECREATION AND PARK DISTRICT** 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 **BEAR MOUNTAIN RECREATION AND PARK DISTRICT** 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 **BEAR MOUNTAIN RECREATION AND PARK DISTRICT'S** self-insurance pool.
  - 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 \_\_\_\_\_ maintains higher limits than the minimums shown above, the **BEAR MOUNTAIN RECREATION AND PARK DISTRICT** requires and shall be entitled to coverage for the higher limits maintained by the \_\_\_\_\_. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **BEAR MOUNTAIN RECREATION AND PARK DISTRICT**.

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

1. A \_\_\_\_\_ shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The \_\_\_\_\_ agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The \_\_\_\_\_ 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. **BEAR MOUNTAIN RECREATION AND PARK DISTRICT** reserves the right to immediately revoke \_\_\_\_\_'s right to use of the facility under this agreement should \_\_\_\_\_ fail to comply with any provision of this section.

**D. FORCE MAJEURE**

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **BEAR MOUNTAIN RECREATION AND PARK DISTRICT** 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 \_\_\_\_\_ waives any right of recovery against **BEAR MOUNTAIN RECREATION AND PARK DISTRICT** and the \_\_\_\_\_ shall not charge results of "acts of God" to **BEAR MOUNTAIN RECREATION AND PARK DISTRICT**, its officers, employees, or agents.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE BEAR MOUNTAIN RECREATION AND PARK DISTRICT AND SIGN IT OF MY FREE WILL.

\_\_\_\_\_  
Applicant/User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Representative Signature/ Approval

\_\_\_\_\_  
Date



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### Applicant/ User Responsibilities

1. **Application Fee** is as follows: \$ \_\_\_\_\_ per hour up to 6hrs or  
\$ \_\_\_\_\_ per day  
Fee is due on \_\_\_\_\_
2. **Damage/Cleaning Deposit:** \$ \_\_\_\_\_ is due at the time application is submitted.  
Deposit will be refundable less any charges for clean up or damage within  
**approximately 45 days** following the activity.
3. **Selling Alcohol:** A copy of liquor license issued by the California Alcoholic Beverages  
Control Board is due at Bear Mountain Recreation and park District on \_\_\_\_\_.
4. **Serving Alcohol:** An Alcohol permit must be purchased from the Bear Mountain  
Recreation and Park District by \_\_\_\_\_.
5. **Security:** Security application is due on \_\_\_\_\_ to Bear Mountain Recreation  
and Park District.
6. **Insurance:** A certificate of insurance of \$2,000,000.00 listing Bear Mountain Recreation  
and Park District, its governing board, officers, employees, and agents as additional  
insured for the scheduled activity is due when requested by the District.
7. **No Smoking:** There shall be **NO SMOKING ALLOWED IN ANY OF THE  
FACILITIES.**
8. **Set-up/Clean-Up:** You have a 15 minute “grace period” for your scheduled arrival time,  
after which the custodial staff may write you up as a “no show,” and leave. You should  
allow for set-up and clean-up within your schedule arrival and departure times.
9. **Check-In/Check-Out:** All Applicants/Users are required to sign a check-in/check-out  
from verifying the condition of the facility before and after use. The person signing  
should sign both check-in and check-out forms, and must be 18 years of age or older.
10. **Do not leave the facility unattended:** If your function ends earlier than scheduled, you  
may phone the custodial staff to come and check out the building. If you are unable to  
reach him/her, someone must wait at the facility until the scheduled check-out time.  
Remember: YOU are liable for any damage or loss that is noted by the custodial staff on  
the check-out form.

Applicant/User, for himself or herself and the above organization and all members thereof  
understand, and agree to abide by the stated “Applicant/User Responsibilities” stated above.

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Applicant/User Signature

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Date



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Security Application

Activity: \_\_\_\_\_  
Date(s) Requested: \_\_\_\_\_ Facility: **David Head Building**  
Person Physically in charged of event: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone \_\_\_\_\_

Security is required at a minimum of one (1) guard per fifty (50) persons in attendance (including children).

**2 Guards must be present from 6pm to 8pm and 1 for every 50 people from 8pm until 2:00 am or until the last person leaves, whichever occurs first.**

The agency named below certifies that it has contracted to provide security service for the above event as follows:

\_\_\_\_\_ Guards from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm ***AND***  
\_\_\_\_\_ Guards from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

We agree to notify Bear Mountain Recreation and Park District at (661) 845-0757, immediately if this contract is cancelled or amended.

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
State License: \_\_\_\_\_

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Date