## **Pleasant Valley Recreation & Park District**

## PERMIT APPLICATION

## **FACILITY RENTAL vs. SPECIAL EVENT DETERMINATION**

A **RENTAL** is a private event with less than 300 people that has three or fewer Event Context elements.

A **SPECIAL EVENT** is a public or private event with more than 300 people and/or has **four (4)** or more Event Context elements, requires an external entity application or permit, and/or requires an event manager or site representative services. Exceptions of external events that do not require Board approval include private parties including events such as Weddings, Quinceanera's, corporate parties, large birthday parties, baby showers. Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

For additional clarification on Special Events versus Facility Rentals, please reference the PVRPD Special Event Policy.

Special Ever	nt Qualification Checklist			
Attendance Le	evel			
	1-300 $\square$ 300+ (automatic special event designation) $\square$ 500+: Board approval required			
Event Type				
	Private			
	<ul> <li>Ticketed/ Charged admission- Board approval required</li> </ul>			
	<ul> <li>Guest Admission requires a reservation or preregistration</li> </ul>			
	Public (automatic special event designation)			
Event Context				
	Parking lot usage for something other than parking (automatic special event designation)			
	<ul> <li>May require City of Camarillo Special Event Application</li> </ul>			
	Location			
	<ul> <li>More than one (1) facility space rental (ex. CC: Grounds 1 and front parking lot)</li> </ul>			
	<ul> <li>Use of facility space for something other than intended use</li> </ul>			
	<ul> <li>Use of sports field for anything other than playing sports- Board approval required</li> </ul>			
	<ul> <li>Potential Facility/Turf Damage due to attendance level or type of activity - Board approval required</li> </ul>			
	More than three (3) Vendors (Caterer, band, DJ, bounce house, photo booth, food truck, etc.)			
	Access to electricity required			
	Amplified sound (specific locations only)			
	Alcohol present			
	<ul> <li>If alcohol is being sold, an ABC license is required</li> </ul>			
	Security guards required			
	Event length			
	<ul> <li>6 hours+ (special event designation considered)</li> </ul>			
	<ul> <li>Multi-day - Board approval required</li> </ul>			
	External entity permit(s) required (automatic special event designation)			
	<ul> <li>Ex. City Permit for street use, County permit for MFF/TFF vendors, or Fire Permit for Safety Plans</li> </ul>			
	Event Manager/ Site Representative Services required (automatic special event designation)			
	<ul> <li>All new &amp; repeating events for first 2 years if no issues or no major changes</li> </ul>			
	<ul> <li>Any year for a repeating event where a major change is implemented if after probationary</li> </ul>			
	period. If during probationary period, probationary period shall be extended by one year if no			
	issues.			

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## **SUBMISSION TIMELINES**

The below Submission Timelines are at the discretion of the District and subject to change. Completed applications received within the appropriate time frames will be processed as soon as possible. Submittal of the required items listed below does not constitute approval of use; however, every effort will be made to accommodate the customer request.

All fees for rentals and special events will be assigned based on the most current Board Approved Fee Schedule.

## **Facility Rental Timeline**

Required items to be submitted for a Facility Rental Request:

- 1. A completed District Permit Application along with a signed waiver page.
- 2. All Fees including refundable security deposit and 50% of fees per the general use policy
- 3. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy (if applicable).

Indoor Facility Rentals require a 45-day minimum notice. No reservations will be made after this point.

The balance is due at least 45 days before your event date, along with all required signatures, vendor info, insurance info, and table/chair layout. For applications submitted less than 45 days in advance of event, total fees and all appropriate paperwork are due at the time of application and can only be paid with cash or credit card.

A reservationist will review your application and contact you if any additional information is needed.

### **Special Event Timeline**

Required items to be submitted with the Special Event request:

- 4. A completed District Permit Application along with a signed waiver page.
- 5. Site Map(s) and Emergency Action Plan (EAP) for the event in question. Customer may choose from the available site map templates or create their own.
- 6. Application fee, special event fee, refundable security deposit, and 50% of fees per the general use policy (per event request, an event series qualifies as one request)
- 7. A copy of insurance naming the District as additionally insured with the attached endorsement page in line with requirements found in the General Use Policy.
- 8. Scheduled application review meeting with District Staff (phone or in-person).
- 9. Scheduled site walkthrough with District staff.
- 10. A copy of the customer's IRS Letter of Determination for Non-Profit Status (if applicable).

The District recognizes that city, county, and other external entity permitting may be required for certain events.

Special Event applications submitted outside of the 45-day minimum advance notice period will be evaluated on a case-by-case basis for feasibility of accommodation at the discretion of the Special Event Manager.

Any event containing an element that requires Board approval is automatically designated as a special event and must be submitted a minimum of 90 days in advance of proposed event.

Special Event Permits paid but cancelled by the customer at least ninety-one (91) days prior to the permitted use will be refunded in full minus the non-refundable application and processing fees. Cancellations between sixty (60) and ninety (90) days prior to permitted use will be refunded any cleaning/security deposit paid and fifty (50) percent of fees paid (excluding application fees). Cancellations less than 60 days prior to the permitted use will only be refunded the refundable cleaning deposit.



# Pleasant Valley Recreation & Park District PERMIT APPLICATION

Applicant Information						
Organization Name:			Non-Profit:	:		
Contact Name:						
Address:						
City:			State:	Zip:		
Email:			Phone:			
Alternate Contact:			Alt. Phone:	:		
Rese	ervation/Ever	nt Inform	ation			
(Please refer to Facility Rental B	rochure and Fee Sche	dule for rates a	ınd minimum	1		
Name or Title of Event:				Est. Attendance:		
Requested Facility/Park Location(s):						
Field/Zone/Court:		Sports Lights Needed? ☐ Yes ☐ No				
Date(s) of Event:		Event Time:				
Setup date: Time setu	up starts:	Cleanup dat	e:	Time cleanup ends:		
	ADDITIONAL Q	UESTIONS				
Is this reservation/event: $\Box$ Public $\Box$ F	Personal 🗌 Busines	s Use (select	all that appl	y)		
Event requires advanced registration $\ \Box$	Yes 🗆 No	Event is Charging Admission				
☐ Electricity Required (indoor only)		☐ Amplified Sound (limited locations)				
☐ Tables/Chairs Required (indoor only)		☐ Microphone, Screen, or Podium (indoor only)				
☐ Alcohol Present (security may be requ	uired)	☐ Alcohol Sold (ABC license required)				
Will event have vendors (DJ, Band, Food, Craft, etc.)						
How many?		Describe:				
Will items or services be sold at event? $\Box$	Describe:					
Will food be present?						
Type of food:	☐ Food Truck/Vendor (limited locations)					
Will event include entertainment?	Describe:					
Will a banner be posted at the event?	Describe:					
Is this a run/walk event?	Will event use City streets/sidewalks? ☐ Yes ☐ No					
Will streets need to be closed or partially closed? $\square$ Yes $\square$ No $\square$ If yes, provide map of street closures.						
Other Event Elements (Bounce House Infla	atables, Rides, etc.):					

## **Agreement & Release**

As an Applicant, I acknowledge that the above information is true and correct. I understand that the application fee is non-refundable. I understand that applications submitted within ninety (90) days of proposed event are subject to a late fee. I understand that a submitted application does not guarantee reservation. Contracted reservations are subject to facility availability. Special Events may be subject to additional City and County permits and fees. Additionally, a fully priced quote is not available until after a complete application has been received.

I hereby agree to abide by the rules and regulations of Pleasant Valley Recreation and Park District, and of the State of California. I further understand that this Reservation for Use of Facility is not complete and binding until all fees are paid in full and all information requested is submitted.

I agree and understand that vehicles at any time are not allowed on District turf. Doing so may result in loss of deposit and or the addition of maintenance/repair fees as assessed by District staff. Initial: \_\_\_\_\_\_

Date: \_\_\_\_\_

Name:

Signature:

Application Submission						
☐ Email:	<u>csr@pvrpd.org</u> , 805-482-1996					
☐ Mail to:	Pleasant Valley Recreation & Park District, 1605 E. Burnley St., Camarillo, CA 93010					
		For Office U	se Only			
☐ SPECIAL EVENT			☐ FACII	LITY RENTAL		
Date Received:				Quote Created: 🗌 Yes	□No	
Contract Number:				Deposit Collected: 🗌 Yes	□No	
Processed By:				Final Balance Collected:  Yes	□No	
☐ Proof of Non-Profit Status						
☐ Site Map or Event Layout provided for area(s) of use			☐ Certifi	cate of Insurance and Endorseme	nt Form	
☐ List of Vendors			☐ Alcoho	ol Liability Insurance (if alcohol pre	esent)	
☐ Vendors selling items or services must have Camarillo Business License and provide COI + Endorsement						
External Entity Permit Required:  Yes No						
City of Camarillo		Date	Submitted: _	Date Approved:		
County of Ventura		Date	Submitted: _	Date Approved:		
Ventura County Fire Department		Date	Submitted: _	Date Approved:		
Other:		Date	Submitted: _	Date Approved:		

#### A. GENERAL PROVISIONS

- a. I, The RENTER, understands: Reservation applications must be submitted at least 45 days prior to the requested reservation date. A reservation deposit, consisting of 50% of the total permit fees, is required with the submission of the rental application to secure any picnic shelter, indoor facility, or sports facility. The remaining balance is due no later than 45 days prior to the reservation date. A reservation application submitted less than 45 days prior to the event date may be allowed, pending District approval. REFUNDS WILL NOT BE GRANTED FOR ANY WEATHER CONDITIONS. If there are weather conditions that do not allow you to hold your event, you will need to contact the District office at 805-482-1996 by the first business day after your event for consideration of a reservation date transfer within the next 6 months for a similar facility. The District reserves the right to deny approval of any permit request at any time.
- b. Application fee is non-refundable.
- c. If a reservation is cancelled ninety-one (91) or more days prior to event date, customer will receive a full refund minus the application fee.
- d. If the reservation is cancelled between sixty (60) and ninety (90) days prior to event date, customer will receive refund of any cleaning/security deposit paid and 50% of all other fees paid (excluding application fee).
  - i. In lieu of a full or partial refund, the payments made for a canceled event can be transferred one time to a future event to be held within six months. An additional \$25 non-refundable administrative fee will be charged. Additional fees may apply depending on the venue. Refer to current approved Fee Schedule for facility fees.
- e. Reservation of facilities made less than sixty (60) days in advance are only eligible for a refund of the cleaning/security deposit.

#### **B. INFORMED CONSENT AND RELEASE**

a. I, the RENTER, in consideration of my request (and, if granted, permission) to rent and/or use Pleasant Valley Recreation and Park District (DISTRICT) facilities, buildings and parks (the Premises) assume full responsibility for and waive and release all claims, liabilities, costs and expenses against the DISTRICT and its directors, officers, agents, and employees for injury, illness or death to any person, or damage to or loss or destruction of property that may result from my use or occupancy of the Premises to the fullest extent permitted by and consistent with California law, including without limitation Civil Code sections 846, et seq. and Civil Code section 1668. The terms of this release act as an express assumption of risk and release on behalf of myself, my family members, and anyone else acting on my behalf or with my permission. I represent that to the best of my knowledge I have no medical, physical or mental health condition which would affect or interfere with my use of the Premises.

## C. INDEMNIFICATION

- a. ON BEHALF OF MYSELF AND ANY ORGANIZATION WHICH I REPRESENT, I, THE RENTER, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT and its directors, officers, agents and employees, past and present, from any claims, liabilities, costs and expenses (including reasonable attorneys' fees and costs) for injury, illness, or death of any person, or damage to or loss or destruction of property, resulting from the use or occupancy of the Premises by myself or my agents, employees, representatives, organization members, or invitees, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.
- b. I, the RENTER, further represent and warrant that if I am signing this on behalf of an organization, that I have the full authority to bind the organization to the terms of this agreement.

## D. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

- a. I, the RENTER, shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- b. I, the RENTER, agree to abide by all applicable local, federal, and state accessibility standards and regulations
- c. I, the RENTER, further agree that I am 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.
- d. I, the RENTER, accept full responsibility for any breakage or damage to the Premises and for the conduct of those attending as invitees and furthermore know and understand all DISTRICT rules and regulations that apply to the intended use and occupancy of the Premises.
- e. I, the RENTER, understand that the DISTRICT reserves the right to immediately revoke RENTER's right to use of the facility under this agreement should the RENTER fail to comply with any provision of this section.

## **E. INSURANCE REQUIREMENTS**

- a. THIS SECTION SHALL APPLY ONLY TO RESERVATIONS WHICH REQUIRE INSURANCE COVERAGE
- b. I, the RENTER, agree to abide by the following:
  - i. General liability insurance: the 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. 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. Required liability amounts may be increased to limits not to exceed \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage should the event be determined to meet Hazard/Risk Classifications that require such. The District shall make determinations will be made on a case by case basis.
  - ii. Such insurance shall name PLEASANT VALLEY RECREATION AND PARK DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the 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 DISTRICT may deny access to the facility.
  - iii. 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 DISTRICT's self-insurance pool.
  - iv. 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 RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the DISTRICT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

#### F. FORCE MAJEURE

a. I, the RENTER, understand that due to Force Majeure Events that, notwithstanding anything to the contrary contained in this agreement, the 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 RENTER waives any right of recovery against DISTRICT and the USER/RENTER shall not charge results of "acts of God" to DISTRICT, its officers, employees, or agents.

I have carefully read this disclaimer agreement and understand its terms, including the release and express assumption of the risk of harm recited above. I understand that the use of the Premises may involve the risk of harm to persons and/or property and I agree to assume all risks associated with my use and occupancy of the Premises.

Agreed & Accepted	[signature]
Date	