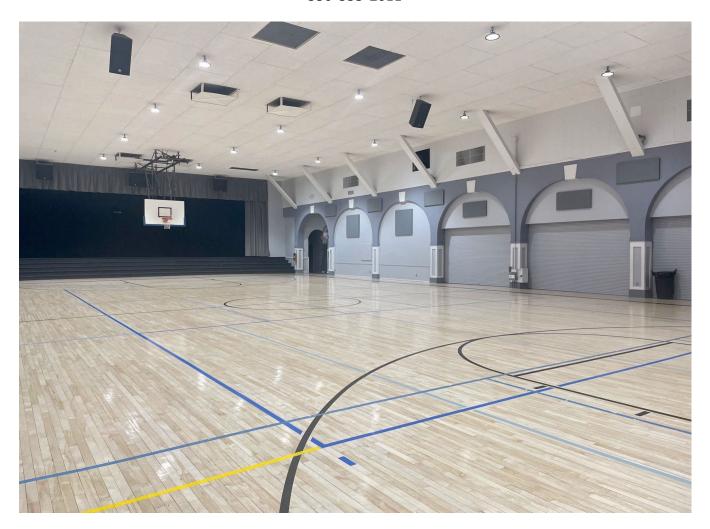


Application and Agreement for use

Oroville Convention Center

1200 Myers St. Oroville, CA 95965 530-533-2011



Contact: Kendyle Anderson KendyleA@Frrpd.com 530-533-2011

For available dates go to Frrpd.RecDesk.com and click "Facilities"

Date of Ever	nt	Event Sta	art Event End					
Add. Set-up,	/Clean-Up dates		Times Requested					
Activity or E	vent Title							
Contact Nam	ne	Address _						
Contact Pho	ne No	E-Mail						
Organization	1	Address _						
Hours inclu	de Setup, Breakdown, a	nd Rehearsal times; in addition	to the actual event.					
Kitch Kitch Mind Parki Front Is an Estimated I 8 ho 9 to If add	\$52.50 w/Gym Rental \$52.50 an hour w/out Gy and Body Studio (Upstairs, \$52.50 w/Gym Rental \$52.50 w/Gym Rental \$52.50 an hour w/out Gy ng Lot/Outdoor space for A \$105.00 w/Gym Rental \$105.00 an hour w/out Gy Board Advertising \$52.50 y part of the event taking p Event Cost includes one for second and the second seco	no ADA access, no food or drink) m Rental ctivities. No charge for parking. ym Rental a dayDays lace outdoors? Yes/No (Ex. Food T FRRPD staff:	ruck, Event Tent etc.)					
Rental Total								
Deposit	\$ Rentals can	nnot be reserved without deposit.						
Balance	\$							
		ess weeks prior to the event d	ate on:					
Balance Paid	l in Full	Date Received:						
Liability Insu	ırance	Date Received:						
Alcohol Pern	nit None/Serving/Sellir	g Date Received:						
Proof of Sec	urity (2)	Date Received:						
Catering Insurance		Date Received:	Date Received:					

Two (2) Licensed Security are necessary if there are 200 attendees or Alcohol is served. Three (3) Licensed Security are necessary if there are more than 500 attendees. Client must provide a copy of the signed contract with a Licensed Security firm. Security hours must match permit hours. Drinking outside of permit hours without security could result in loss of your security deposit and loss of future permits. Alcohol Permits can be obtained at the City of Oroville.

Applicants Signature _		_
FRRPD Signature	 	

Audio/Visual Equipment (\$52.50 add-on)

- PA and Microphone (Handheld)
- Stage light effects
- Projector and drop-down screen
- Amplified music must be over before 12:00 am
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Food/ Caterer:

- Clients are allowed to bring their own food and the following prep areas are available for use: Kitchen area \$52.50 add on or \$52.50 an hour.
- Any additional cleaning services required from kitchen use above usual will be taken out of the security deposit.
- All onsite caterers must provide a certificate of insurance.
- FRRPD is not responsible for any lost or stolen catering supplies, equipment or any other property of the caterer, sub-contractor or user.
- All trash and recycling must be removed from the facility and can be placed in the dumpsters located behind the building. If Dumpsters are full, caterers or clients must remove trash from the premises after the event.

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Alcohol:

- Alcohol must only be served by a licensed beverage provider.
- If you are selling alcohol you must obtain an ABC license and provide a copy to FRRPD. 30 days before the event.
- Alcohol must only be consumed in the event premises.
- If you are serving alcohol you must obtain a license from the City of Oroville and provide a copy to FRRPD 30 days before the event.
- Two (2) Licensed Security are required for events with more than 200 people or that serve alcohol.
- Security hours must match permit hours. Drinking outside of permit hours without security could result in loss of your security deposit and loss of future permits.

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Insurance:

A current <u>Certificate of Liability Insurance</u> and <u>Additional Insured Endorsement</u> must be received by Feather River Recreation and Park District at least two business weeks prior to the permit date.

- An Additional Insured Endorsement is <u>required</u> because Certificates of Liability Insurance alone do not protect the
 additional insured. As noted on the certificate: "This certificate is issued as a matter of information only and
 conflicts no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage
 afforded by the policy."
- It is the responsibility of the permittee to provide an updated Certificate of Liability Insurance and Additional Insured Endorsement prior to the policy expiration date to ensure there is no lapse in coverage. Permittees will not be granted access to the facility until a new policy is on-file.
- Insurance provided must be primary and noncontributory and include an endorsement.
- The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against **Feather River Recreation and Park District**.
- Renters who have employees are required to carry workers' compensation and have an agreement/endorsement of waiver of subrogation for workers' compensation for employee injury/illness.
- Certificates of Liability Insurance must include policy number, the name of the insured individual or business, the
 effective dates of coverage, and the permit location(s). Insurance coverage must include and clearly state the
 entire facility is covered by the policy.
 - The policy number listed on the Additional Insured Endorsement must match the policy number listed on the Certificate of Liability Insurance.
- Certificates of Liability Insurance must be for an Occurrence Policy (not Claims-Made).
- Minimum liability limits are as follows:
 - o \$2,000,000 General Aggregate
 - o \$1,000,000 Per Occurrence
 - o \$1,000,000 Automotive
 - o \$1,000,000 Personal & Advertising Injury
 - o \$1,000,000 Products Completed-Operations
 - o \$1,000,000 Sexual Abuse and Molestation
 - o Umbrella or Excess Liability Insurance is acceptable to fulfill the required liability limits.
 - Sports Organizations If the use includes athletic activities, the Organization shall provide evidence that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. Minimum coverage 2M per occurrence and 4M in general aggregate.
 - Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
 - The Certificate Holder and Name of Additional Insured sections must read as follows:

Feather River Recreation and Park District, Its Directors, Officers, Agents, Volunteers, and Employees

1200 Myers Street, Oroville, CA 95965

- <u>Cancellation Clause</u> must read as follows: "Should any of the above-described policies be canceled before the
 expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named
 to the left."
- No blanket endorsements will be accepted.

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Staff:

- FRRPD Staff will be available in the following capacity for your event: Set Up support, Technical assistance, Mid event check in and bathroom clean up, Clean up support. Contract covers 3 hours for an 8 hour rental; 4 hours for a 9 to 14 hour rental. If additional staffing hours are required due to unexpected circumstances those hours will be billed at \$28 an hour.
- This staff is not available to set up, tear down, move inventory, clean up, take out trash, or assist contracted vendors during the event. Those tasks are the responsibility of the facility renter.
- Please work with your selected vendors to ensure ample working staff is scheduled for your event.

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Booking:

- Site Visits must be arranged with staff liaison. Contact Kendyle Anderson at KendyleA@Frrpd.com
- Availability of rentals is awarded on a first come, first serve basis and is reserved only when deposit is received. It may take up to 2 weeks to approve your date. Requests will not be taken with less than 30 days' notice.
- Rental requests for the new year open September for Non-Profit Organizations and October for the Public
- Invitations or announcements utilizing the FRRPD logo are to be approved by the FRRPD General Manager prior to printing or distribution. This approval process permits FRRPD to ensure accuracy of the information and branding. Please allow 7 to 10 days for approval
- Due to construction, there may be some unforeseen changes to the availability of certain areas of the building. FRRPD will do its best to communicate those changes if they will affect the rental.

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Cancellations:

- FRRPD has the right to terminate this agreement at any time and will issue a full refund to the client of any funds received.
- Cancellations must be made in writing 30 days prior to the event. If canceled 3 weeks prior to the event, an 80% refund will be issued. If canceled 2 weeks prior to the event, a 50% refund will be issued. If canceled 1 week prior to the event, no refund will be issued.
- Applicant agrees to be responsible for the condition of the spaces used, which includes assuming financial responsibility for any loss or damage to these spaces on their contents and agrees to reimburse FRRPD for any damage to the facility or its contents.
- FRRPD will provide an 80% refund in the case of unforeseen natural or pandemic disasters.
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Usage of the Facility:

- Event rentals are subject to availability. Date requests will not be accepted with less than 30 day notice. Rentals can take up to 2 weeks to approve.
- The contracted hours in the agreement include setup and breakdown time. Please plan accordingly.
- Maximum capacity is 1000.
- FRRPD is not responsible for providing alternate locations in case of weather or natural disasters.
- Event rehearsals are considered additional hours and can be scheduled subject to availability.
- Client acknowledges that the venue is open to the public from M-F 8am to 5pm, set up and breakdown must be coordinated accordingly.
- No pets allowed without prior approval. Service animals allowed.
- The Security Deposit will be refunded after a walk-through with an FRRPD representative and the renter. The building must be returned to operational standards by the opening of the next business day. If additional cleaning time is necessary, please contact the General Manager to arrange for the necessary time. Additional hourly fees apply.
- All FRRPD facilities are designated as non-smoking areas, including outdoor space and parking lots.

- Rental equipment can be dropped off starting at the beginning of the rental period. Unless
 arrangements are made with the General Manager. FRRPD is not responsible for counting and
 checking deliveries and does not assume responsibility for items delivered or left at the FRRPD
 facility.
- FRRPD has no storage area for event equipment. All deliveries and pick-ups must take place on rental dates.
- Any movement of FRRPD equipment must be coordinated with staff.
- The Client understands that all efforts are to be made to protect the gym floor. This includes dragging tables, chairs, and decorations. A tarp is available for any activities that may cause damage to the floor and is the Client's responsibility to set up and clean up if necessary. Coolers and ice chests are not permitted on the gym floor.

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Fees:

- Facility rental is per hour/day and includes setup and breakdown.
- A \$52.50 fee will be applied for each additional hour after the booked hours.
- The \$500 Refundable Security Deposit must be paid at the time of reservation.
- 50% of the final balance is due no later than 14 days before the event. The final balance is due no later than 7 days before the event. No deposits will be returned if the reservation is canceled fewer than 30 days prior to the date of the event.
- The event is subject to cancellation if payment is not received in time.
- Additional fees may be applied for the following: holiday premiums, rental of FRRPD equipment, additional hours, extensive power needs, supplemental security and/or event staff, unusual event requirements and other items as reasonably determined by FRRPD.
- Client is fully responsible for damage to or loss of FRRPD property including plants and the labor involved to repair/replace damaged property, and Client will be billed accordingly.
- The security deposit is refundable if no damages occur during the event and the building is back to operational condition prior to the next business day.
- The Client will be invoiced if damages exceed the security deposit.
- FRRPD may offer a discount for a completed co-sponsorship/fee waiver form. Please speak to the Executive Administrator to make any arrangements.

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Equipment:

- Included in your Rental
 - o 30 8 ft tables
 - o 300 chairs

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Décor:

- Lighting is provided at the venue. If you plan to add any additional lighting or large decor, FRRPD staff must be notified 30 days in advance.
- Décor items must comply with local fire department regulations.
 - No open flames. Birthday candles are allowed as long as they are on the cake.
- No Birdseed, confetti, or glitter allowed.
- No tacks, nails, staples, or anything that would create a hole. Tape and removable sticky hangers are allowed.
- The Client is responsible for removing all event equipment and decorations at the conclusion of the event.
- A \$100 per day storage and/ or removal fee may be charged for items not removed by the time arranged.

Clean-Up:

- The FRRPD venue must be returned to the condition in which it was provided to the Client.
- A pre and post assessment will be conducted by FRRPD to determine the amount of security deposit to be returned.
- Clean-up and removal of stains is the responsibility of client and/or client's sub-contractors. All trash and recycling must be placed in the dumpsters, if space is available, or removed from the FRRPD premises entirely.
- The following areas should be checked before departure:
 - o Bathrooms should be left clean, sanitary, and usable.
 - Kitchen Area
 - Gym Floors
 - Stage Free of Debris
- If the FRRPD premises is not cleaned as needed and not returned to its prior condition, special maintenance services will be contracted by FRRPD and the cost for such services will be deducted from the Client's security deposit.

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Any additional special instructions:	
	s of the State of California that I understand and will adhere to the Reservation Agreement Provisions:
Client Signature	Date:
Spe	ecial Events Indemnification:
and all losses, costs, expenses, claims, person or persons or damage to propert	hold harmless FRRPD, its officers, employees, and agents from any liabilities, actions, or damages, including liability for injuries to any arising at any time out of or in any way related to the Client's use ontrolled by FRRPD, unless solely caused by the gross negligence of employees, or agents.
Print Name:	Date:
Signature:	Title: