

City of Carson Community Services Department

Parks and Recreation Division

Facility Reservation Request Form/Permit Application

Including Waiver, Release and Indemnification Agreement and Rules and Regulations for Use of Park and Recreation Facilities

I. RULES AND REGULATIONS

Park Ordinances

- Animals are prohibited on park grounds. Carson Muni. Code (“CMC”) §3300 et seq.; Animal Control Ordinance §10.40.110.
 - No Smoking on park grounds. CMC §41107.
 - No alcohol on park grounds. CMC §4209.
 - No littering/vandalism of park property. CMC §5309.
 - No amplified sound to exceed a distance of 50 feet. CMC §4139.1.
 - No vending of food, drinks or other items on park premises, except as otherwise provided for sidewalk vendors in the CMC (CMC §4118.1, §31000 et seq.).
 - Groups using Park facilities outside of regular park hours are required to obtain a permit and may be required to have City-contracted sheriffs and additional staff at their activity. CMC §4137.
 - Use of Park picnic shelters requires a permit. CMC §4138.
 - Groups of 25 or more must obtain a permit to utilize parks. CMC §4139.
- The foregoing is a non-exclusive/non-exhaustive list of applicable Park Ordinances.

General Reservations Rules and Regulations

Customer must be at least 21 years of age to request a reservation

1. A Facility (as defined below) reservation request/application must be submitted using this Facility Reservation Request Form/Permit Application including Waiver, Release and Indemnification Agreement and Rules and Regulations (“Application”) a minimum of fourteen (14) days before the requested date of use. If the form is submitted less than fourteen (14) days in advance, a non-refundable late processing fee of \$25 will be applied. No Facility reservation will be issued more than three (3) months in advance.
2. Reservations for use of City Parks and Recreation facilities (“Facilities”) are for a minimum of two (2) hours’ duration of permitted use.
3. The undersigned Applicant/Customer (“Customer”) shall be solely responsible for making ALL payments on any contract entered into pursuant to approval of this Application (the “Contract”). The Customer must be present at the reserved Facility for the duration of the reservation, or the reservation will be cancelled, and all security deposits and fees will be forfeited. Reservations are NON-TRANSFERABLE. Proof of identification must be present at start and conclusion of reserved Facility use.
4. Facility evaluations must be filled out prior to and at the conclusion of the reserved use by the Customer ONLY, as a pre-condition of return of Customer’s security deposit.
5. No date, time or location may be changed after the Facility reservation is paid in full.
6. The City of Carson (“City”) reserves the right to cancel, reject or disqualify pending or future Facility

reservations due to misuse of City facilities, evident violation of or refusal to agree to any of the Rules and Regulations, or mistreatment of staff.

7. The use of candles, open flames, or fog machines is strictly prohibited. Customer may be liable for Fire Department charges for false fire alarms.

8. All parking is on a first-come first-serve basis. The city is not responsible for any parking violations, towing, or damage of or to any vehicles present on Facility premises.

9. Vehicles are not allowed to be driven onto Facility premises (with the exception of parking lots or designated loading areas) to unload/load equipment, supplies, etc.

10. Use of Facilities for non-City sponsored programs for purposes such as promotion of or registration for programs that may conflict with an existing City program, as determined by the City's Recreation Supervisor or designee in his/her sole discretion, is prohibited. This includes using the City's logo or seal on banners, flyers, invitations, and other forms of advertising (see CMC §4131-4134).

11. RENTAL /REGULAR RATES – the City's rental/regular fee applies to residents, non-residents, and non-profit organizations. STAFF COSTS – Eighteen dollars (\$18) per hour, per staff member for work on each Application for any resident/non-resident/non-profit prior to 5 p.m. The fee is Thirty-Six dollars (\$36) per hour, per staff member for work on each Application after 5 p.m. Any group present for a Facility reservation during hours of closure must pay for two (2) to four (4) L.A. County Sheriffs, as determined by City in its sole discretion based on review of the Application for issuance of the required permit (see paragraph 12 below; CMC §4137). There are no exceptions.

12. Permits are REQUIRED during hours of closure and on holidays (CMC §4137).

13. NO adult entertainment allowed on Facility premises.

14. NO deceased bodies allowed on Facility premises.

15. Complete Facility reservations may be cancelled, and pending applications may be denied, in favor of conflicting City programs or events at the sole discretion of the City's Recreation Supervisor or designee. Otherwise-valid reservations that are so cancelled or denied may be moved or rescheduled to a later date.

16. The reservation time/duration stated on the contract includes set-up, event time, and tear down/clean-up.

Indoor Facilities Rules and Regulations

1. Kitchen rental is ONLY available with rental of activity/community room.

2. The Customer (who may be assisted by his or her reservation group) is responsible for all cleaning, which includes sweeping/mopping of floors, removing all decorations, and cleaning tables and chairs. Customer is responsible for cooking/cleaning supplies (i.e. pots, pans, soap, sponge, etc.). City staff will provide broom, mop, dustpan, and trash bags ONLY.

3. Events must conclude to allow cleaning to begin at least 30 minutes prior to the reservation conclusion time stated in the Contract.

4. No decorations may be fastened to fixtures, walls, or tables. When decorating, Do Not Use pins, nails, thumb tacks or duct tape.

5. Existing City decorations shall not be removed.

6. The number of attendees/participants shall not exceed the maximum occupancy of the reserved Facility or room.

7. Food vendors preparing food outdoors or on patio areas must cover the ground and leave the area clean.

8. Additional hours may not be purchased on day of reserved facility use.

9. All fees and deposits will be forfeited if the Customer does not show up or if the Customer or his or her group exceeds their allotted reservation time.

Outdoor Picnic Grass/ Shelter Areas – NO BUILDABLE AND/OR PARTY TENTS ALLOWED

1. The Customer (who may be assisted by reservation group) is responsible for all cleaning, which includes removing all decorations, disposing of trash, and removing of any adhesives that hold decorations.
2. Food vendors preparing food outdoors or on patio areas must cover the ground and leave the area clean.
3. No electrical is provided for outdoor areas (Customer must bring their own generator if they wish to have power).
4. The number of attendees/participants shall not exceed maximum occupancy of the picnic grass/shelter area or other reserved Facility.
5. No person shall ride, operate or use a skateboard or in-line skates within a City Park except as provided in CMC Section 4139.2 with respect to the Veteran's Park skate facility. CMC §4139.2
6. All fees and deposits will be forfeited if the Customer does not show up or the Customer or his or her group exceeds their allotted reservation time.
7. A jumper reservation is required in order for a jumper or moon bounce to be used on Facility premises (see below).

Jumper/Moon Bounce

- Size limit on jumper is 15 ft. X 15 ft.
- Clowns, face painting, popcorn, cotton candy and snow cone machines are allowed.
- NO OTHER FORMS OF ENTERTAINMENT ARE ALLOWED (NO water slides, petting zoos, mechanical rides, trackless trains, obstacle courses, food truck, and food vendors for sale of goods).
- Jumper/Moon Bounce company/customer must provide generator.
- No refund on Jumper/Moon Bounce reservation

Staff will provide interested prospective applicants/customers with an approved list of jumper vendors that hold a current City of Carson business license and liability insurance. No vendor not appearing on the list may be used.

****NO Tommie, Homie or Kool Aid the Clown permitted on Facility premises.**

Resident/Non-Resident Policy

The Customer must provide one of the following as proof of Carson residency.

- Valid California Driver's License or Identification Card.
- Utility bill in Customer's name (gas, electric, phone).

If Customer is not able to provide proof of residency per above, Customer will be charged the non-resident fee. (NO Exceptions)

Deposit/Cancellation/Payment/Refunds

1. No Cash Payments Accepted. Payment options: credit card, debit card, money order & cashier checks. No other payment method is accepted.
2. Full Payment must be made at the time of Facility reservation. NOTE: Reservation work days are

Monday through Thursday from 8:00 a.m. to 5:00 p.m.

3. Any cancellation will automatically result in a \$50 cancellation fee, except for cancellations due to City events or rain-outs (as defined below).
4. No refund will be given for any Facility reservation that is cancelled fourteen (14) days or less prior to the reserved Facility use date.
5. All cancellation notices must be emailed to reservations@carsonca.gov or written and sent to 18601 S. Main Street, Carson CA 90248 ATTN: Reservations Department.
6. Please allow four to six weeks after the event/use is completed for processing of any refunds and security deposits.
7. Any Customer or group remaining at a Facility beyond the allotted time on their Facility reservation will cause the subject Customer to automatically FORFEIT the entire security deposit.

Rainy Day Schedule

Refunds will be issued for outdoor picnic grass/shelter area Facility reservations if the reservation is cancelled by City due to a rain-out. Rain-out, for purposes of these Rules and Regulations, means a day of inclement weather which prohibits Customer's usage of the shelter. Rain-out cancellation will be determined at the sole discretion of the City's Recreation Supervisor or his/her designee.

ACKNOWLEDGMENT OF RULES AND REGULATIONS

Customer agrees to abide by and make reasonable efforts to ensure compliance by the persons using the Facility pursuant to his/her reservation with all ordinances, policies, rules, regulations and requirements of the City applicable to Customer's use or occupancy of the Premises, including but not limited to all of those set forth above (the "Rules and Regulations"), and hereby acknowledges that it has read, understands, and agrees to the Rules and Regulations.

II. LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration for City's review and processing of Customer's Application, the undersigned Customer, on behalf of itself and its organization, group, members, affiliates, constituents and/or invitees using or occupying the Premises pursuant to or in connection with Customer's Application ("Customer"), hereby certifies, acknowledges and agrees as follows:

Customer shall be solely, fully and personally responsible for any damage to the reserved Facility or any other City facility or property (collectively, the "Premises") arising from or related in any way to Customer's use or occupancy of the Premises in connection with Customer's Application (Customer's "use" of the Premises).

Customer hereby waives, releases and discharges the City and its officers, agents and employees (each, a "City Party") from and against any and all claims or liabilities to Customer or any other person or entity, including but not limited to claims or liabilities for bodily injury, illness, death, or property damage, arising from or related in any way to Customer's use of the Premises, including the negligence of the City or any users or occupants of the Premises, and Customer agrees to waive its rights to make any such claims through any action or proceeding against the City or any City Party. Customer also understands that an inherent risk of exposure to and spread of COVID-19 exists in any public space where people are present, including with respect to Customer's use of the Premises. Customer acknowledges that COVID-19 is an extremely contagious disease that can lead to severe illness and death. Customer voluntarily

assumes all risks of exposure to or spread of COVID-19 or any variant thereof related to or arising from Customer's use of the Premises, and Customer assumes sole responsibility therefor and agrees to hold harmless City and each City Party in connection therewith. Customer is voluntarily using or occupying the Premises notwithstanding these risks, and Customer acknowledges that it must comply with all applicable federal, state and local laws and guidelines related to preventing the spread of COVID-19 or any variant thereof in connection with Customer's use of the Premises, and further acknowledges that even where Customer is in full compliance with such laws and guidelines, there is no guarantee that any person who uses or occupies the Premises, including but not limited to Customer, will not become infected with COVID-19 or any variant thereof. However, Customer understands that this paragraph is not intended to release any party from any act or omission of "gross negligence."

In giving the foregoing release and waiver, Customer expressly waives any and all rights conferred upon Customer by the provisions of California Civil Code Section 1542, which Customer understands reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, that may arise from or relate in any way to Customer's use of the Premises.

To the full extent permitted by law, Customer agrees to indemnify, defend and hold harmless the City and each City Party from and against any and all actions, claims, proceedings, damages, forfeitures, losses, costs, fees, penalties, obligations, errors, omissions or liabilities, whether actual or threatened, that may be asserted or claimed by any person, firm or entity, which in any way arise out of or relate to Customer's reckless or willful misconduct or prohibited or negligent use of the Premises.

Customer hereby grants the City the right to photograph or video-record Customer during or in connection with Customer's use of the Premises, and to use Customer's photographed or video-recorded likeness, and any image, silhouette, or reproduction of Customer or its voice or appearance taken during or in connection with Customer's use of the Premises ("Likeness"), for any purpose, including publicity and promotion of the City and its events, and creation or production of materials in any form for such purpose, with no claim of entitlement to any license fee or royalty of any kind from the City. Customer hereby waives any right to the intellectual property of its Likeness.

The obligations of and rights granted by Customer hereunder shall be binding on Customer's successors and assigns and shall not expire. If any portion of this form is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.

III. Insurance Requirements

Customer, at its sole cost and expense, shall secure and maintain the following policies of insurance covering Customer's use and/or occupancy of the Premises: (1) commercial general liability and property damage insurance with a limit of no less than One Million Dollars (\$1,000,000) per occurrence

and Two Million Dollars (\$2,000,000) in the aggregate; and (2) if Customer has any employees, worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Customer against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Customer in the course of its use or occupancy of the Premises.

Customer's insurance shall: (1) name the City as an additional insured; (2) contain a severability of interest clause and a provision that such policy shall be primary and non-contributing with respect to any policy carried by City and that any coverage carried by City shall be in excess of and non-contributing unless the policy limit of Customer's insurance is exceeded; and (3) be written by companies rated "A" or better in the most recent edition of Best's Insurance Guide and authorized to do business in California, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Management Director or his/her designee due to unique circumstances. The insurer shall waive all rights of subrogation and contribution it may have against the City, each City Party, and their respective insurers. A Certificate of Insurance and endorsements documenting the above insurance coverage must be supplied to the City PRIOR to Customer's use or occupancy of the Premises.

NOTE: (1) All fees and deposits are subject to change without notice. (2) Violation of any provision of this Application may result in forfeiture of fees and deposits and denial of future requests to utilize City Facilities.