

Permit# _____

User/Renter: _____

TDRPD FACILITY RENTAL | WAIVERS

All waivers must be signed by the renter and returned to info@tdrpd.org *

FACILITY RENTAL | DISTRICT FACILITY RENTAL REQUIREMENTS

The Truckee Donner Recreation and Park District has the following requirements regarding general liability insurance, liquor liability insurance and staffing loads for renters using our parks or facilities for their events.

GENERAL LIABILITY INSURANCE is required in the following circumstances:

1. Any indoor/outdoor rental where alcohol is *sold*.
2. Any indoor rental with attendance over 100 people (regardless of alcohol).
3. Any outdoor rental with attendance over 250 people (regardless of alcohol).
4. Any rental with bounce houses.
5. Organized athletic use.

LIQUOR LIABILITY INSURANCE is required in the following circumstances:

1. Any indoor/outdoor rental where alcohol is *sold*.
2. Any indoor rental with attendance over 50 people & alcohol is *present*.
3. Any outdoor rental with attendance over 250 people & alcohol is *present*.
4. Any rental deemed *high risk* per TDRPD staff.

ABC PERMIT is required for any event selling alcohol.

An ABC permit can be obtained from the [California Department of Alcoholic Beverage Control](#) (linked). Return the completed form to the TDRPD office for signature, then submit the signed form to the Truckee Police Department. TDRPD will not serve/sell alcohol at co-sponsored events. If there is alcohol at these events, TDRPD will require the co-sponsor to obtain the insurance.

KITCHEN USE

Per Nevada County Health requirements, any group and/or event using a caterer must complete a [Permit Application](#) (linked)

STAFFING

TDRPD event staff will serve as a host for the rental. They will monitor the facility, provide pre-determined equipment to renter (ex. tables, chairs, A/V), give direction, answer questions, and determine if renter will receive full deposit back.

We require **TDRPD staff** at an additional **\$30/ hour** in the following circumstances:

1. Indoor rentals with alcohol.
 - a. Performances & memorials have a 1:250 staff ratio.
 - b. Special Events & parties have a 1:100 staff ratio. Not to exceed 2 staff per event.
 - c. Renters will be charged for 1 staff person during setup and additional staff will be added when event begins and through cleanup.
2. Rentals that are outside normal operating hours.
3. Any indoor rental requiring A/V service (screening, performance, etc.).
4. Multi-day sport tournaments will require additional staff.
5. Any rental deemed *high risk* per TDRPD staff.

DUMPSTERS

We require a **dumpster** in the following circumstances:

1. Any outdoor tournament or event that has 300 people or more.
2. Indoor event that is 150+ people and serving food.

DÉCOR/ENTERTAINMENT must be cleaned up after event, we do not allow for confetti/glitter to be used in our facilities. Any hanging decorations may be scotch taped. We do not allow duct-tape, pins, staples, nails, etc. to be used that could cause damage to walls, screens, ceilings, structures, etc. No fog/smoke machines are allowed.

DEPOSIT RETURN/ CLEANING FEE any damage to the rented facility and main facility building interior and exterior structures and/or equipment during the event may result in lost of deposit. The renter must clean the facility after the event, including sweeping, mopping, and trash removal to dumpster by renter. Staff will determine if any additional cleaning is needed. A cleaning fee will be determined after administration calculates cost and damage, if any.

PORT-A-POTS are required for any event where attendance exceeds permanent bathroom facilities.

For multi-day sport tournaments At Riverview Sports Park, pots will be added at the ratio of 1 per 100 people, for attendance over 400.

Pots, flushable pots, and washbasins can be added to any permit at request for an additional fee.

Signature _____ Date _____

FACILITY RENTAL | CANCELLATION POLICY

The Truckee Donner Recreation and Park District (DISTRICT) must be given notice of any cancellation of a rental as soon as possible. Cancellation fee policy is strictly enforced.

If DISTRICT is forced to cancel a reservation for any reason, the USER/RENTER will receive 100% of all paid fees returned via original payment method. If paid via cash, refund will issue as a check and mailed to address on application. DISTRICT reserves the right to cancel reservations at any time. Rentals are made in areas where the weather is unpredictable. The DISTRICT is not responsible for weather conditions and effects it may have on scheduled events at a rented facility. Weather includes but is not limited to, rain, wind, thunder, lightning, smoke, fire, snow and more. No refunds will be issued because of poor weather conditions unless the DISTRICT closes the facility.

If event is canceled by USER/RENTER less than sixty (60) days from the rental date, one hundred percent (100%) of the rental fees will be retained and forfeited, and zero percent (0%) of the rental fees will be refunded. When event is canceled by the USER/RENTER, the booking administrative fee is forfeited and not refunded.

Deposits will be issued to the USER/RENTER via original payment method within 30 days of notice.

Signature _____ Date _____

FACILITY RENTAL | INDEMNIFICATION

The USER/RENTER shall indemnify, defend, and hold harmless 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 USER/RENTER’s use or occupancy of a facility or property controlled by the DISTRICT, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.

Signature _____ Date _____

FACILITY RENTAL | FORCE MAJURE

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 USER/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.

Signature _____ Date _____

FACILITY RENTAL | INSURANCE REQUIREMENTS

Insurance is due to the DISTRICT within 2 weeks of the event. Failure to produce valid insurance will result in the event being canceled. General liability insurance: The USER/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.

a) Such insurance shall name DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The USER/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.

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 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 USER/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 USER/RENTER. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to DISTRICT.

Signature _____ Date _____

FACILITY RENTAL | REQUIREMENT AND PENALTIES

A USER/RENTER shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.

The USER/RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

The USER/RENTER 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.

DISTRICT reserves the right to immediately revoke USER/RENTER's right to use of the facility under this agreement should USER/RENTER fail to comply with any provision of this section:

- Falsification of ANY information stated on application including but not limited to; event type, attendance, cooking on site, alcohol, event duration will result in a minimum of 50% of deposit forfeited and any additional charges needed to accommodate the event will be charged to credit card on file.
- If full payment is not made or a payment plan agreement with a valid credit card is not in place within two weeks of receiving permit, the event will be cancelled.
- All changes made to permit will incur a \$15 change fee PER change.
- Changes are not permitted within 2 weeks of the event and may be denied.
- If an event is "Open to the Public", the maximum deposit (fully refundable) and staffing (refunded if not needed) will be charged as there is no guarantee of event size.
- The DISTRICT reserves the right to require a certificate of insurance and insurance endorsement for any event the DISTRICT determines, based on risk evaluation.
- Additional information on insurance requirements is on the final page of application. Please keep for your records.
- Depending on requirements, requests or type of event, a walk through two weeks prior to USER/RENTER event may be scheduled. USER/RENTER will be contacted if this is required for event.
- All damage deposits will be returned to renter within 30 days of the event via the original method of payment. Deposits paid with cash will be returned to the payer via check to the mailing address provided via application.

Signature _____ Date _____

FACILITY RENTAL | AIR QUALITY CLOSURE GUIDELINES

Wildfires in and around California throughout the summer months have caused disruption to many services due to poor air quality. Recognizing that air quality is both uncontrollable and dynamic, the Truckee-Donner Recreation & Park District (TDRPD) has determined an Air Quality Index of 201 as the threshold for closure of outdoor parks, facilities, and programs, as measured by the Federally regulated Air Now website.

Link to Air Now Truckee: <https://www.iqair.com/us/usa/california/truckee>

If TDRPD closes any park, facility, or program due to air quality, registration or reservations fees will be credited back to users' account.

TDRPD will direct closures of programs and facilities in the following manner:

Regional Park Amphitheater, Regional Park Picnic Areas, and West End Beach Pavilion: Renter has the discretion to cancel their event at any time per rental permit. TDRPD will not issue any credits or refunds for a cancelled event unless the AQI is over 201 at the time of the event and (as written in facility rental agreement). It is renters' responsibility to alert TDRPD in writing by 5pm day of event if rental was cancelled due to poor AQI.

West End Beach: (excluding pavilion) AQI will be evaluated at 9a. If AQI is over 201, TDRPD will not staff the beach and will issue credits for any picnic area rentals.

TDRPD Fields: AQI will be evaluated at 7a for day activities and reevaluated again at 1p for afternoon activities and 5p for evening activities. If AQI is over 201, TDRPD will close the fields for the allotted time frame and issue credits.

Ponderosa Golf Course: Will not close for AQI.

Signature _____ Date _____