

## **Community-Benefit Application and Agreement**

Applicant's First and Last Name resident.		- Applicant must be a Bel Marin Keys
		Novato, California 94949
Address		
Primary Phone Number	Secondary Phone N	umber
Event Description:		
Event Beneficiary: Residents of the Bel 1		y Services District
Requested Date of Usage:		
Requested Hours of Usage:	to	Total Hours:*
<ul> <li>* Maximum hours of use, including set-up</li> <li>* Sunday – Thursday events must end no</li> <li>* Friday -Saturday events must end no lat</li> </ul>	later than 10pm and m	usic and loud noises must end by 9pm.
Estimated number of attendees:	may not exce	ed 100 persons.
Event/Activity:		
Event requires access to the Kitchen:		
C:\BMK\\DM\FUA Facil ver. March 1, 2023	ity Usage Agreement	Page 1 of 4



Fees and Deposits (fees may be waived at the discretion of the District Manager)

1. Applicant shall deposit with the District Manager a \$450 Security deposit check. The security deposit will be returned after the subtraction of damages, if any.

2. Applicant shall pay a \$200 Cleaning Fee.

3. Applicant shall pay a \$25 per hour Monitor Fee (for after-hours events).

## Liability

Applicant assumes all liability for the event and shall provide a Certificate of Liability Insurance naming **Bel Marin Keys Community Services District** as an additional insured, three days prior to the event.

Applicant shall be in attendance at all times during the event and is required to check in with the BMKCSD Monitor or District Manager at the start and end of the event.

A Walk-Thru of the premises by the Applicant and the BMKCSD District Manager or Monitor is required prior to the start of the event.

The District reserves the right to cancel, reschedule, or otherwise adjust the reservation when necessary or in the event of an emergency; and when a cancellation occurs, Applicant shall be refunded all deposited monies.

Usage hours begin when the Applicant is given access to the building and the premises must be vacated at the time specified. Set-up and Break-down is included within the time reflected above.

Applicant is responsible for any additional cleanup or damage expenses in excess of the deposits. The BMKCSD will determine additional costs, if any, and such amount shall be paid by the Applicant within twenty days from notice.

Reservations are made on a 'first-come, first-serve' basis.

Marquee: Use of the BMKCSD marquee is at the discretion of the District Manager.

Alcoholic Beverages: Serving alcohol shall comply with the laws of the State of California. Serving alcohol to minors is strictly prohibited, and it is the responsibility of the Applicant to ensure that minors are not permitted to consume alcoholic beverages on CSD property.

**Supervision**: Applicant shall remain present at the event and is responsible for the control and supervision of all people in attendance, including children and pets.

**Gangway, Dock and Work Boat**: All guests shall remain within the building, in front or on the deck; access to the lower yard, gangway, dock, and work boat is prohibited.



## **General Conditions**

BMKCSD reserves the right to refuse rental of the Community Center in accordance with applicable State law.

- 1. No drink, food, merchandise, ticket or service shall be sold at the event.
- 2. Standing room capacity is limited to 100 persons; Seating capacity is limited to 80 persons.
- 3. Smoking is prohibited within the building, deck area, and within 50 feet from the entrances.
- 4. No firearms are allowed in the building.
- 5. No lanterns, "Tiki" lamps, torches, or any open flame or flare.
- 5. Barbecuing is permitted only in designated areas.
- 6. Rice or confetti or similar material is prohibited.
- 7. Mylar balloons and paper lanterns are prohibited.
- 8. Flowers, wreaths, floats or any similar material, may not be thrown into the lagoon.
- 9. Duct tape, tacks, staples, nails, screws cannot be applied to the walls, ceilings or windows.
- 10. All decorations and other material must be removed.
- 11. All garbage and recycle materials must be placed in the appropriate bins with lids located in the back alley of the kitchen. If the refuse exceeds the bin space provided, Applicant must remove the refuse.
- 12. Spills on the floor must be cleaned up immediately.
- 13. Parking availability is not guaranteed and is limited to the spaces provided. Overnight parking is prohibited.

I, the undersigned, do hereby agree that I will abide by the policies, rules and regulations governing the use of the Bel Marin Keys Community Services District property and will specifically accept financial responsibility for any damage or loss, including the cost of repair or replacement sustained by the Bel Marin Keys Community Services District to premises or equipment damaged during my occupancy of these premises.

The undersigned, also agree to indemnify, defend, and hold harmless the Bel Marin Keys Community Services District, its officers, employees, agents, and licensees (individually and collectively) from all claims, lawsuits or legal liability for injuries to persons, including death, or to property arising out of or in any way connected with use of the premises rented herein or the activity for with this permit is issued.

I understand that permission for the use of the facility is granted upon the condition upon all terms and rules reflected herein.



## I, the undersigned, acknowledge and agree that this Application and Agreement is an enforceable contract between myself and the Bel Marin Keys Community Services District. I have read the entire agreement and I understand and agree to the terms and conditions reflected herein.

			Date:	
Signature				
Printed Nam	ie			
Address			,	Novato, CA 94949
11001055				
For Off	ice Use Only			
Proof of residency provided and signed off by BMKCSD Staff				(staff initials)
Application	Approved			
			Date:	
Staff Signatu	ıre			
Certificate (	of Liability Insurance	(Form ACORD 25)	Rec'd? □	Yes
e e	<b>Fransactions</b> sopy of checks)			
	Damage Deposit	Amount: \$450	Check No.	
	Cleaning Fee	Amount: \$200	Check No.	
	Monitor Fee \$25hr	Monitor Fee:	Check No	
Less Damag	ed Incurred:	Amount Ret	urned:	
			Date	
Staff Signatu	ıre		Date.	