Bel Marin Keys Community Services District (BMKCSD) 2023/24 Facility Rental Application and Agreement

| Applicant's First and Last Name | - App | - Applicant must be a Bel Marin Keys resident. | | |
|---|-----------------------------|--|--|--|
| | | Novato, California 94949 | | |
| Address | | | | |
| Primary Phone Number | Secondary Phone N | Number | | |
| Requested Date of Rental: | | | | |
| Requested Hours of Rental: | to | Total Hours:* | | |
| * Maximum hours of use, including set-up * Sunday – Thursday events must end no late * Friday -Saturday events must end no late | later than 10pm and music a | nd loud noises must end by 9pm. | | |
| Estimated number of attendees: | may not exceed 10 | 0 persons. | | |
| Event/Activity: | | | | |
| Event requires access to the Kitchen: \Box Y | es 🗆 No | | | |

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

A Walk-Thru of the premises is required prior to the start of the event.

Rental rates are defined on the Bel Marin Keys Community Center Rental Rate Schedule. All fees are to be paid to BMKCSD 15 days in advance of the event. Applicant's checks are required.

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

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 monies paid.

Rental hours begin when the Applicant is given access to the building and the premises must be vacated at the time specified above.

Applicant is responsible for any additional cleanup or damage expense in excess of the cleaning fee and security damage deposit. BMKCSD will determine the additional cost, if any, and such amount shall be paid by the Applicant within twenty days.

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

Additional items:

- 1. Standing room capacity is limited to 100 persons.
- 2. 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.

Liability: Applicant assumes all liability for the event and must provide a Certificate of Liability Insurance naming **Bel Marin Keys Community Services District** as an additional insured, no later than 72 hours prior to the event.

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 renter to ensure that minors are not permitted to consume alcoholic beverages on CSD property.

CSD Monitor: All events shall have a representative of the CSD present to monitor and ensure that conditions are met. The fee for the monitor is \$25 per hour.

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: Guests **shall not have access** to the lower yard of the deck, gangway, dock and work boat. Guests shall have access to the interior of the building, except the office, the front of the building, and the back deck.

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 that all terms and rules reflected herein.

I am aware that this rental 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 Name

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For Office Use Only

| Proof of residency provided and signed off by BMKCSD Staff | | | (staff initials). | | |
|--|------------------------------------|-------|-------------------|---|--|
| Application Approved: | | | | | |
| | | | | Date: | |
| Staff Signature | | | | | |
| Printed Name and Title | | | | - | |
| Monetary Transactions | | | | | |
| Hourly Rental Fee: | Amount: \$75.00 | Date: | | Check No | |
| Flat Rate Cleaning Fee: | Amount: \$200.00 | Date: | | Check No | |
| Security Damage Deposit: | Amount: \$500.00 | Date: | | Check No | |
| Rental Fee Calculation | | | | (Attach photocopy of checks) | |
| Number of Hou | rs: | | | | |
| | Hourly Rate: \$75 Rental | | Fee: | | |
| | Monitor Fee: \$25 per hour Monitor | | | r Fee: | |
| | | | | Total Fee: | |
| Return/Refund | | | | | |
| Less Damaged Incurred: | | | | | |
| Amount | : Da | ate: | | Check No (Attach photocopy of check) | |