

Tahoe City Public Utility District PO Box 5249, 221 Fairway Drive

Tahoe City, CA 96145 (530) 580-6279 FAX (530) 583-1475

PERMIT #_____

ORGANIZATION FACILITY APPLICATION

Date of Event:	Activity Tir	me:	to
	Set-up Tim	ne:	Clean-up Time:
Name of Organization:			
Name of Applicant:		Phone (primary):
Applicant E-Mail:			
Mailing Address of Applicant:			
Type of Activity:			
Is special set-up required:YesNo Estimated attendance - Total Number:			
Type of Organization: Non-profit Standard Non-profit number:			
Will alcoholic beverages be			
FACILITY REQUESTED			
COMMONS BEACH	ATHLETIC FIELDS/FACILITIES		FAIRWAY COMMUNITY CENTER
Group BBQ AreaAmphitheater	 □ TLS – Fenley Field □ TLS – Conners Field □ Conners Field 	Lights	Lakeview Room Lakeview Room w/ Kitchen
	□ NTHS Softball Field □	Lights	Tessie Room
KILNER PARK		Lights	Kitchen
 Group Picnic Area Tennis Courts 	 NTHS Tennis Courts Pomin Park 		□ Entire Building
 Volleyball Court (Sand) 	 Rideout Community Center 		OPTIONAL SERVICES (Indoor Facilities Only)
	D Prep		Projector & Screen (\$20)
SKYLANDIA PARK Group Picnic Area	TCPUD Board Room		Room Setup/Breakdown (\$60) # tables
	TCPUD Board Room		□ # chairs
	AMPLIFIED SOUND OR LIVE MUSIC		
	Live Amplified Band		
	Live Acoustic Band		
	 Portable Stereo PA/Microphone/Sound System 		
Applicant Signature:			Date:
TCPUD Representative Signature:			Date:

CONDITIONS FOR BUSINESS USE OF DISTRICT FACILITIES - RULES AND REGULATIONS

THE APPLICANT WHO FILLS OUT THIS APPLICATION FOR ANY PERSON OR GROUP APPLYING FOR THE USE OR RENTAL OF RECREATIONAL FACILITIES IS RESPONSIBLE FOR THE FOLLOWING:

- 1. Complete <u>ALL</u> sections of the application. Incomplete applications will not be processed.
- 2. We are in a high fire danger area. Fire restrictions may be implemented without notice at anytime by the North Tahoe Fire Protection District. You are responsible for following all fire restrictions. Initial:
- 3. All rentals are a minimum two hours. Initial:
- 4. To the extent permitted by law, APPLICANT shall indemnify and hold harmless and defend Tahoe City Public Utility District (DISTRICT), its directors, officers, employees, and authorized volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), of every kind or nature arising out of or in connection with APPLICANT'S use of facilities or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of DISTRICT, or its directors, officers, employees, or authorized volunteers. Initial: ______
- 5. The APPLICANT shall procure and maintain for the duration of the use of the facility, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the APPLICANT, guests, agents, representatives, employees or subcontractors. The APPLICANT shall provide and maintain the following commercial general liability, automobile liability, workers' compensation and liquor liability insurance:

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including property damage, bodily injury and personal & advertising injury with limits of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to DISTRICT) or the general aggregate limit shall be twice the required occurrence limit. FAX insurance certificate & endorsements to the District at 530.583.1475. Initial:

3. Workers' Compensation Insurance (if applicable) -. The APPLICANT shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the DISTRICT, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. FAX insurance certificate & endorsements to the District at 530.583.1475. Initial:

4. Liquor Liability (if applicable) - Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available for bodily injury and property damage. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the event (with the ISO CG 2503, or ISO CG 2504, provided to DISTRICT) or the general aggregate limit shall be twice the required occurrence limit. FAX insurance certificate & additional insured endorsement to the District at 530.583.1475. Initial:

Choose one option (Initial):

APPLICANT NOT SERVING/SELLING ALCOHOL (Liquor liability does not apply)

APPLICANT is using a caterer or other vendor to supply alcohol, caterer or vendor must have a valid liquor sales license and liquor liability coverage

APPLICANT intends to sell alcohol either the APPLICANT or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability coverage

APPLICANT will be supplying alcoholic beverages; the commercial general liability insurance shall include host liquor liability coverage in lieu of Liquor liability.

If the APPLICANT maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the APPLICANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

Required Provisions - The Commercial General Liability and Liquor Liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: DISTRICT, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 12), as respects: liability arising out of the use of the facilities, work or activities performed by or on behalf of the APPLICANT including materials, parts, or equipment furnished in connection with such work or operations, and automobiles owned, leased, hired or borrowed by the APPLICANT. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, and authorized volunteers. Initial:

ISO CG 20 01 04 13 as respects to the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or selfinsurance maintained by the DISTRICT, its directors, officers, employees, and authorized volunteers; shall be excess of the APPLICANT'S insurance and shall not contribute with it. Initial: ______

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT. Initial: _____

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by DISTRICT.

The APPLICANT agrees and he/she will comply with such provisions before commencing the event. All of the insurance shall be provided on policy forms and through companies satisfactory to DISTRICT. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. Failure to continually satisfy the Insurance requirements is a material breach of contract. Initial: ______

Verification of Coverage - APPLICANT shall furnish the DISTRICT with certificates and amendatory endorsements effecting coverage required by the above provisions. All certificates and endorsements are to be received and approved by the DISTRICT two weeks before the APPLICANT use of facilities commences activities. Initial: _____

- 5. All fees, insurance forms, permits, and licenses are due two (2) weeks prior to date of event. If not received by the required date, reservations may be canceled. Initial: _____
- 6. Fees may be forfeited if the reservation is canceled within two (2) weeks prior to use date. Reservations are taken on a first-come, first-served basis and are not confirmed until the security deposit has been paid. Initial: _____
- 7. Keys for building rentals may be picked up from our office, located at 221 Fairway Drive in Tahoe City, between 8:00 am and 4:30 pm, one working day prior to your event. Keys must be returned to our office (or night drop box located outside the front door) by the first business day after your event. If they are not, the user's deposit will not be returned. If keys are used on days when you are not scheduled, your group may be revoked from further use of District facilities. Initial: ______
- 8. All Tahoe City Public Utility District facilities have rules posted, which must be strictly adhered to. Music (e.g. D.J.) and P.A. systems are allowed in designated, reserved areas. Live bands are not permitted without prior authorization. Music or noise which disturbs the peace of any person or neighborhood is prohibited. Placer County Code, Section 9.36.010
- 9. <u>All music and/or amplified sound must be discontinued by 9:00pm</u>. Failure to do so will result in forfeiture of some or all of your security deposit. Initial: _____
- 10. Cars must be parked in designated parking areas. Parking not allowed on grass, wetlands or forest. Failure to do so will result in forfeiture of some or all of your security deposit. Initial:
- 11. The application for the use of facilities must be submitted at the time of reservation to qualify for special set-up, take- down and other event requests. If you are requesting set-up/take-down arrangements, you must submit a diagram indicating desired room set-up. Initial:
- 12. Usage must be within the allotted time permitted. Applicants must include on the application the entire time needed for the event, set-up time and clean-up time. The facility must be vacated by the designated closing time. Initial:
- 13. A security deposit is required. Security deposits are fully refundable unless: the facility is not left clean, permit conditions are not met by the permit holder, nature and size of event or crowd does not match the application, the event extends beyond reserved hours, violation of posted rules and parking rules, damage has occurred as a result of improper behavior or misuse of equipment/facilities during the event, vandalism or improper conduct occur during the event. The facility must be left in good condition, i.e., chairs and tables wiped off and put away, trash taken out, floors vacuumed, bathrooms cleaned (if used), building locked up and keys returned. Fees for additional hours, cleaning, damage repair or any other violation will be deducted from the security deposit. Any balance of security deposit will be refunded within 14 days of the date of the event. Initial: ______
- 14. Applications are not transferable. A new application must be filled out each time the facility is being rented. Initial: _____
- 15. The District reserves the right to impose any requirements felt necessary after a review of this application. Should the TCPUD believe that there is a potential danger to persons on property, or a violation of local, state and/or federal laws or TCPUD regulations, based on activities at a given function, then TCPUD reserves the right to terminate the function immediately or while it is in progress. Initial:

APPLICANT'S AGREEMENT: I certify that I have read the "Conditions for Use of District Facilities Rules and Regulations" and will abide by the rules and regulations of the TCPUD Department of Parks and Recreation. PLEASE SIGNIFY YOUR UNDERSTANDING OF THE ABOVE POLICIES BY SIGNING THE BOTTOM OF THIS FORM. THIS APPLICATION CANNOT BE APPROVED WITHOUT YOUR SIGNATURE.