

Potter Valley Community Parks & Recreation

PO Box 247
Potter Valley, CA 95469

pottervalley.org

(707) 743-1742
pvcpr@yahoo.com

Application for Facility Use

Name/Organization: _____

Contact: _____ Event: _____

ADDRESS: _____

PHONE: _____ Email: _____

Date(s) of Rental _____ Expected Number of Participants: _____

What do you require? Check all that apply:

_____ \$250/Day Rental of Facility. Includes use of two bathrooms and one work-up and water of arena, if applicable.

_____ \$50/per additional work-up and water. Indicate # of times _____

****IF YOU ARE A NON-PROFIT ORGANIZATION AND WOULD LIKE YOUR FEES WAIVED PLEASE ATTACH A SEPARATE SHEET AND EXPLAIN WHY FEES SHOULD BE WAIVED.****

RENTAL IS FOR MAXIMUM OF 48 HOURS.

Required for all Applicants:

- Security Deposit: \$250 paid by separate check. You will be refunded the full amount when the PVCPR verifies that the property was left as it was found. Lessee is responsible for disposal of garbage.
- Applicant should obtain suitable public liability insurance coverage for use and occupancy of the premises with policy limits of at least \$1,000,000, which policy or policies name **POTTER VALLEY COMMUNITY PARKS & RECREATION** as additional insured.

Signature of Applicant

Date

By signing, I understand that this **DOES NOT** finalize rental of the facility until the PVCPR Board of Directors has approved the request. You will be notified when approval has been made.

Potter Valley Community Parks & Recreation

PO Box 247
Potter Valley, CA 95469

pottervalley.org

(707) 743-1742
pvcpr@yahoo.com

Arena and Grounds Use Agreement

THIS AGREEMENT is made and entered into _____, by and between **Potter Valley Community Parks & Recreation**, with its principal offices located at 10747 Main Street, Potter Valley, California, and _____, hereinafter referred to as “**LESSEE**”,

LESSEE desires to lease the arena premises, rights, services, and privileges for the purpose hereinafter set forth and the **Potter Valley Community Parks & Recreation** is willing to lease and grant the same to the **LESSEE** on the terms and conditions hereinafter stated;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the **Potter Valley Community Parks & Recreation** does hereby lease and grant to the **LESSEE** and the **LESSEE** does hereby accept from the **Potter Valley Community Parks & Recreation** certain arena premises, facilities, rights, services and privileges as follows:

1. **Dates of Lease**

LESSEE hereby leases the **PREMISES** on the following date(s):

Rental

LESSEE shall pay to **Potter Valley Community Parks & Recreation**, in addition to other charges specified herein, a rental of \$ **250.00** per day for the use of the arena and a security deposit in the amount of \$250.00, paid by separate checks. **All daily rentals for the date or dates specified in Section 1 hereof shall be paid to Potter Valley Community Parks & Recreation in advance of any use of the PREMISES by LESSEE.** Failure to pre-pay rental for all days so specified in Section 2 shall be a default under this Agreement, and any use or occupancy of the **PREMISES** without advance payment of daily rentals shall constitute a trespass upon the **PREMISES**.

All sums payable to the **Potter Valley Community Parks & Recreation** shall be made at the following:

Potter Valley Community Parks & Recreation
PO Box 247
Potter Valley, CA 95469

Potter Valley Community Parks & Recreation

PO Box 247
Potter Valley, CA 95469

pottervalley.org

(707) 743-1742
pvcpr@yahoo.com

2. Indemnity and Liability Insurance

LESSEE hereby agrees to release and indemnify and save harmless the **Potter Valley Community Parks & Recreation**, its officers, agents and employees from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of the **Potter Valley Community Parks & Recreation** and shall defend, indemnify and save harmless **Potter Valley Community Parks & Recreation**, its officers, agents and employees from any and all claims, damages, suits, cost, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, its operation of roping events, its construction of improvements, or its use or occupancy of any portion of the Horse Palace facility and property, and including acts and omissions of officers, employees, representatives, suppliers, invitees, or agents of the LESSEE; provided, that the LESSEE need not release, indemnify or save harmless the **Potter Valley Community Parks & Recreation**, its officers, agents or employees from damages to the extent resulting from the negligence or intentional conduct of the **Potter Valley Community Parks & Recreation** officers, agents and employees.

LESSEE shall obtain suitable public liability insurance coverage for LESSEE'S use and occupancy of the PREMISES with policy limits of at least \$1,000,000.00, which policy or policies name **Potter Valley Community Parks & Recreation** as an additional insured. Proof of such insurance will be provided to **Potter Valley Community Parks & Recreation** by a written certificate showing the policy amount, carrier, and date of coverage and named insured at least forty-eight (48) hours prior to any commencement of LESSEE'S occupancy of the PREMISES.

3. LESSEE'S Covenants

LESSEE specifically covenants and agrees to perform each of the following at LESSEE'S sole expense:

- A. To obtain the valid signature and current address on a Release of Liability and Covenant Not to Sue, in form consistent with Exhibit "B" attached hereto and made a part hereof, from every participant or on behalf of every participant in any event undertaken by LESSEE in or on the PREMISES;
- B. To provide emergency medical personnel and at least one emergency medical vehicle, Capable of transporting injured persons, on site during any event undertaken by LESSEE in or on the PREMISES.
- C. To indemnify and hold **Potter Valley Community Parks & Recreation** harmless from any and all claims and demands, whether for injuries to persons or livestock, loss of life, or damage to property, arising in any way from the use or occupancy of the PREMISES by LESSEE, including defense costs and attorney fees as incurred. Nothing in this section shall diminish the protection or entitlement of coverage of

Potter Valley Community Parks & Recreation

PO Box 247
Potter Valley, CA 95469

pottervalley.org

(707) 743-1742
pvcpr@yahoo.com

Potter Valley Community Parks & Recreation under the insurance requirement provided for in Section 2 above;

- D. To assume full and complete responsibility for the acts and conduct of all persons admitted to the **PREMISES** by **LESSEE**; including but not limited to any damage done to the vineyard and/or grapes.
- E. To clean up and dispose of all garbage in designated areas at the end of event. The garbage will be disposed of by the **Potter Valley Community Parks & Recreation**.
- F. If premises bathrooms are used, it will be the responsibility of the **LESSEE** to leave them as found.
- G. To timely pay and be solely responsible for any and all employees, contractors, vendors or other persons or entities hired or contracted on any basis by **LESSEE**;
- H. To pay to restore to present condition any part of the **PREMISES** and **EQUIPMENT** harmed, change or damaged by **LESSEE'S** use and occupancy.
- I. To quit and surrender the **PREMISES** and all equipment, fixtures and facilities located on or in the **PREMISES** to **Potter Valley Community Parks and Recreation** at the end of the Lease term herein provided for, in the same condition as at the date of commencement of this Lease Agreement, reasonable wear and tear expected.
- J. **LESSEE** agrees not to improve, change, alter, add to, remove or demolish the arena improvements without the prior consent of the President or his/her authorized representative.

4. Interruption of Service

LESSEE agrees that **Potter Valley Community Parks & Recreation** shall not be liable for failure to supply utility services. **Potter Valley Community Parks & Recreation** reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, acts of God or any other happenings beyond the control of the **Potter Valley Community Parks & Recreation** the **Potter Valley Community Parks & Recreation** is unable to furnish such utility services. **Potter Valley Community Parks & Recreation** shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in any way be construed as cause for abatement of compensation or operate to release the **LESSEE** from any of its obligations.

Potter Valley Community Parks & Recreation

PO Box 247
Potter Valley, CA 95469

pottervalley.org

(707) 743-1742
pvcpr@yahoo.com

5. **Separate Events**

Each event shall require separate approval by **Potter Valley Community Parks & Recreation** and a separate Lease Agreement, unless otherwise approved by the **Potter Valley Community Parks & Recreation**.

6. **Assignment Modification**

This Lease Agreement may not be assigned by **LESSEE** in any part or particular nor may this Agreement be modified except by writing signed by **Potter Valley Community Parks & Recreation**

7. **General**

This Agreement is governed by the laws of the State of California and, in any action regarding this Agreement, **Potter Valley Community Parks & Recreation** shall be entitled to recover all of its reasonable attorney's fees and costs. This Agreement constitutes the entire Agreement between the parties and all negotiations are incorporated herein. Waiver of any term or condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant nor excuse breach of any part of this Agreement unless specifically declared in writing. The obligations of **LESSEE** under this Agreement are absolute and not subject to discretion of **LESSEE**.

8. **No Personal Liability**

No director, officer or employee of either party hereto shall be held liable under this Agreement or because of its execution or attempted execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Potter Valley Community Parks & Recreation: Lessee: _____

By: _____

By: _____

Title: _____

Title: _____