

Palo Cedro Community Park

Use Agreement

P.O. Box, Palo Cedro, CA 96073 (530) 547-2727

This is an Agreement between the Palo Cedro Community Action Team, referred to herein as (PCCAT) and _____(User) for the use of the Park, referred to herein as (the Facility), and entered into on _____.

It is the intent of this Use Agreement to protect the User and PCCAT and to promote a professional working relationship between organizations and/or private parties that is in the best interest of all members of the Palo Cedro Community. This Agreement is subject to the following conditions:

1. The term of this Agreement is for the period beginning _____ and ending _____.
2. User agrees to pay a rental fee. Fees vary according to usage. Agreed fee amount to be \$_____.
3. It is the responsibility of User to keep the facilities and the areas immediately adjacent thereto in a high degree of cleanliness at all times following any organized event.
4. It is the responsibility of User to exercise reasonable stewardship in the use of the facility and to leave the facility in as near as possible to its original condition upon the termination of the Agreement. If this is not possible, User shall provide PCCAT with an approved schedule of work that will return the facility back to its original condition.
5. Field maintenance, including mowing, fertilization, and watering shall be the responsibility of the PCCAT.
6. (If Applicable) User shall provide a certificate of insurance which includes general liability insurance, with not less than \$1,000,000 combined single limit liability per occurrence, insuring against liability for bodily injury and property damage with respect to the premises or arising out of the use or occupancy thereof. All policies of insurance provided shall contain a provision naming PCCAT, its officers, agents, employees although named as an insured, shall nevertheless be entitled to recover under said policies for loss, injury, or damage to PCCAT by reason of the negligence of User on behalf of itself and its insurance carrier, hereby fully and completely waives any subrogation or reimbursement rights of any type against PCCAT for claims, judgments, settlements, defense costs or liabilities paid as a result of User use of the premises referred to herein.

7. User shall assume the defense of and indemnity and save harmless, the PCCAT, its officers, employees, and agents from and against all actions, damages, costs, liability claims, losses, and expenses to which they may be subjected by reason of, or resulting from the performance of the agreement by user.
8. Alcohol Consumption:
 - The use of alcoholic beverages is prohibited in Palo Cedro Park unless user(s) obtains all necessary documentation i.e. permits and/or licenses needed for alcohol consumption in a public forum.
 - Alcohol shall only be consumed in a single designated area, not to exceed 40 x 40 sq. ft.
9. Use of all the Facility's BBQ's is allowed; however, user(s) agrees to the removal of all ashes left behind as a result of the use of Park BBQ's. Please consider all safety precautions when using BBQ's.
10. User shall make no alterations, additions, or improvements in or on the facility unless first approved by PCCAT in writing. Any such alterations, additions, or improvements made upon PCCAT's approval shall become the property of the Facility and shall remain a part of the premises.
11. Facility closure policy: Playing at the Facility under any of the conditions listed below can damage the facility and make it unplayable. Play at any facility is prohibited under any of the following conditions:
 - The facility is closed by City for renovation or repair
 - Standing water is present on grounds
 - 0.25" of rain or more has fallen within the previous 24 hours
 - Grounds are frozen;
 - Grounds are wet and/or "spongy"
 - Grounds are muddy and soil clumps or clings to shoes;
 - Steady rain is falling
 - A lightning/electrical storm is occurring
 - The facility is deemed unsuitable for use by the PCCAT for any reason
12. User is subject to the provisions of this Use Agreement, and will not discriminate or permit discrimination against any person or class of persons by reason of race, color, national origin, sex, or marital status in any way.
13. (Rental option): PC Parks PA system is available to rent for event purposes for \$50.00 a day, with a \$300.00 deposit (to be refunded upon return of undamaged system).

 Chairperson
 Palo Cedro Community Action Team

 Date

 Chairperson/User Group

 Date

Palo Cedro Community Park Use Agreement Application

User: _____

Contact Person: _____

Mailing Address: _____

Phone: _____

Facility/Package : _____

Months of use: (example Feb-April) _____

Days of use: (example M-W or M,W,F) _____

Times of use: (example 7:00 p.m. - 9:00 p.m.) _____

Remarks:

Fee Packages

A)
Up to 20 people
1 Grill and 2 tables.
2 Hours - Cost \$40.00
4 Hours Cost \$80.00
6 Hours Cost \$110.00
8 Hours Cost \$120.00

B)
Up to 50 people
2 Grills and 3 tables.
2 Hours - Cost \$50.00
4 Hours Cost \$100.00
6 Hours Cost \$140.00
8 Hours Cost \$160.00

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