

# Murrieta Equestrian Park Facility Reservation Form

For Office Use Only

Date received Received by

Community Services Department 41810 Juniper Street, Murrieta CA 92562 Phone: (951) 304-PARK (7275)

Please complete the following and return to the Murrieta Community Services Department. Completion of this form does not guarantee that your request will be granted. If the facility is available, the complete deposit must be submitted to reserve the date(s).

Contact Information					
Group:					
Host / Event Coordinator: (MUST be on site at opening and closing times)		Alternate Contact Person: (MUST be on site during event)			
Address	Day Phone	Address		Day Phone	
City, Zip	Evening Phone	City, Zip		Evening Phone	
E-Mail	E-Mail		E-Mail		
General Event Information  Reservation hours must include set-up and clean-up.  Reservations for Friday and Saturday must end no later than 10 p.m. and you must be cleaned-up and out by midnight.  Sunday through Thursday reservations must end no later than 8 p.m. and you must be cleaned-up and out by 10 p.m.  (Renters are not to exceed reservation times, must not arrive early or leave late)					
Dates Requested: Reserv					
Facility Requested:  □Thompson Arena □Small/Dressage Arena □Hay Barn □Adobe Worker House □Caretaker House □Pipe Stable Rental □Garden Area					
Type of Event:			Estimated attendance:		
Is this event open to the public? Yes No Admission to be charged		rged? Yes No	Purpose of proceeds colle	ected:	
Will alcohol be served? Yes No  Will alcohol be sold?  (ABC Permit required)					
Will the event be catered? Yes No (Insurance required) Name of Food Vendor:	Will food be sold? Y (Health permit may be req —	quired)	Will food be served? Yes No		
Will contributions be solicited?		Will items be offered for sale?			
Yes No Purpose of proceeds:		Yes No Purpose of proceeds:			
If event is a fundraiser, who will this event benefit?					
Are they a Federally-recognized 501(c)(3) Non-Profit Organization? Yes No					

What props/equipment will you bring on-site?	Amenities Available, check if needed
	□ Sound System/PA
	□ Water
	□ Electricity
Event Equipment/Vendors to be brought on-site:	
☐ Band/Live Music* Name:	
☐ Bouncers*	Insurance is required for all reservations and vendors:
☐ Canopies/Large tents Size:	Commercial General Liability (CGL) Insurance written on an
☐ Chairs/Tables	occurrence basis to protect RENTER and CITY against liability
□ DJ*	or claims of liability which may arise out of this Agreement in
☐ Food vendors*	the amount of one million dollars (\$1,000,000) per occurrence
☐ Generator	and subject to an annual aggregate of one million dollars
☐ Photo booth*	(\$1,000,000). There shall be no endorsement or modification of
☐ Other*	the CGL limiting the scope of coverage for either insured vs.
* May require one million dollar liability insurance and endorsement of additional insured.	insured claims or contractual liability.

Fee Schedule				
Description	Deposit Required (refundable)	Staff Fee Required (setup to cleanup)	Resident Fee	Non-Resident Fee
Large Arena	\$200	\$25 per hour	\$30 hr / \$200 Day	\$45 hr / \$300 Day
Small Arena / Dressage Arena	\$200	\$25 per hour	\$20 hr / \$125 Day	\$30 hr / \$185 Day
Barn / House	\$200	\$25 per hour	\$15 hr / \$100 Day	\$22.50 hr / \$150 Day
Pipe Stable Rental Fee	\$200		\$10 per day per stall	\$10 per day per stall
Garden Area	\$200	\$25 per hour	\$200 per day	\$300 per day
Security Fees	One Murrieta Police Officer is required for any events serving alcohol. \$80 per hour with a four hour minimum, a total of \$320 for the first four hours. \$80 for each additional hour.			
Late Fee	\$100 late fee if all fees are not paid 10 days prior to event.			
Late Changes	\$100 fee if changes are made less than 14 days prior to event. All changes must be submitted by applicant in writing.			
Cleaning Fee	Facility must be returned to the same condition as it was received. If not, cleaning costs of \$100.00 per man-hour will be deducted from the facility deposit and the balance (if any) will be refunded.			
Tractor Service	If necessary, a tractor may be rented at a rate of \$40 per hour.			
Insurance	Commercial General Liability (CGL) Insurance written on an occurrence basis to protect RENTER and CITY against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of one million dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.  *All vendors must have the City of Murrieta listed as additional insured. For insurance requirements see insurance in fee schedule.			

#### **General Rules and Regulations**

- The Murrieta Community Services Department must receive requests for facility use at least thirty (30) days in advance of the event and no earlier than one (1) year prior to the event
- Reservations cannot be taken over the telephone
- No non-City sponsored person or group may reserve any one facility more than two (2) times during a six (6) month period and no more than four (4) times during any calendar year
- > Submit any changes to the reservation request in writing no later than fourteen (14) business days before the event
- Arenas are open for public use during reservations from dawn to dusk
- > The following are **not** permitted:
  - Sparklers or any type of fireworks
  - Receptions in the hay barn
  - Glass bottles
  - Vehicles on grass
  - Decorations using nails, tape, staples, or glue on the walls, posts, or doors
  - Pets or animals inside the buildings
  - Climbing the trees or fencing at this facility
  - Throwing of rice, birdseed, confetti or anything else similar in nature
  - Smoking or disposing of tobacco products is prohibited
- Hay is permitted, but must be cleaned up at the end of the night
- ▶ Barbecues are permitted, but please note that the facility DOES NOT have a site to dump hot coals
- Littering is prohibited and trash must be disposed of in trash receptacles. All litter, including broken balloons and small pieces of trash, must be cleaned up prior to the end of the rental period
- ➤ Canopies are allowed only if the holding pegs DO NOT exceed 6 inches in length
- All applicants must bring their own kitchen supplies if the kitchen is requested
- For children's events the Community Services Department requires an adult-to-child ratio of 1:6
- ➤ All animals must be leashed at all times
- Staff is not allowed to accept tips

#### **Additional Information**

#### **Health Permits**:

An event having foods for sale will need to obtain a Special Event Food Permit for the duration of your event. Please note the office only accepts cash. No checks or credit cards.

Riverside County Department of Environmental Health Murrieta Office 38740 Sky Canyon Drive, Murrieta, CA 92563

#### **Vendor Permits:**

\*Any event where vendors will be offering items for sale will need to ensure all vendors have a Murrieta business license. . If they do not have one, a one day Temporary Event Special Event permit can be obtained for \$10 per day at City Hall. It is the event organizers responsibility to ensure all vendors are compliant with the city ordinance. All vendors need to have these available the day of the event. If not they may be cited by code enforcement and shut down. Additionally all vendors must provide proof of a California Resellers Permit. All forms must be submitted to Murrieta City Hall not later than 10 days prior to the event. Effective July 1, 2014 a \$5 per day per vendor late fee will be assessed. Forms from individual vendors will not be accepted. The event organizer must submit all paperwork.

Murrieta City Hall 1 Town Square Murrieta, CA 92562 951-304-CITY

#### <u>Insurance</u>

Any group utilizing a city of Murrieta Facility must provide a \$1,000,000 liability insurance policy naming the City as additionally insured as well as the letter of endorsement. Additionally, each and every vendor must also be listed on the policy or provide individual policies naming the city as insured too.

# **Reservation Policies and Procedures**

## **Please Initial Each Statement:**

Signed:

The rental client named on the Facility Use Permit is responsible.	le for the function, must adhere to all rules.
	the event. This must be done at least fourteen (14) days prior to the rental
	lar business hours. For more information call (951) 304-PARK (7275).
No receptions are allowed in the hay barn.	
No ceremonies or receptions are allowed in the arena area.	
disturbing to the surrounding neighborhood. Facility User shall volume if deemed to be a disturbance. Decibel readings will be	roups are responsible for controlling music and noise that could be comply with the request from Community Services staff to reduce the taken. Decibels readings are not to exceed fifty (50) at property line.
Music and event must end by 10 p.m. for Friday/Saturday and 3	
insurance policy and endorsement page. For insurance requiren	
	owing circumstances: (A) One (1) Murrieta Police Officer is required for sion fees being charged requires an ABC license. Failure to follow this sit forfeited.
through Thursday. In consideration of the neighboring homes, with breakdown completed by midnight on Saturdays and 11	of 8 a.m. to 10 p.m. for Friday/Saturday and 10 a.m. to 8 p.m. for Sunday, the event is to be over by 10 p.m. on Saturdays and 9 p.m. on Sundays, p.m. on Sundays. Schedule time is critical. Any party exceeding the for any portion of an hour in excess of the scheduled closing time, to be
Any group granted the use of the Equestrian Park and/or its facthe Reservation Form and shall limit the use to the building and	ilities shall use them only for such purposes as specified by said group on d/or facility requested.
	the buildings or facility will be closed down immediately by Community and will be granted time only to clean the facility. All other guest or tructed to leave the premises.
All equipment including rental equipment must be dropped off	and picked up only during the hours listed on the Facility Use Permit.
	o provide a convenient space for the preparation of pre-prepared/ready-to-sponsible for supplying paper goods, cups, food, tea, coffee, condiments
	ys prior to the event. All forms (insurance, ABC, health permit, security, 4) business days prior to the event. Any forms not submitted or fees not be hundred dollar (\$100.00) late fee.
Cancellation of reservation after sixty (60) days will be asses	sed a one hundred dollar (\$100.00) cancellation fee. If a cancellation is uled reservation, the deposit fee is non-refundable. A twenty-five dollar
	tion in anticipation of inclement weather provided the re-scheduled date is element weather.
Except where the deposit is forfeited pursuant to this policy, the facility was cleaned and undamaged after the event and that issued only to the group, organization or individual who submic Community Services Department staff, it will be billed at one	the City of Murrieta will issue a refund check for the deposit provided that the no unlawful activity took place during the event. Refund checks will be itted the original payment. Should additional cleaning need to be done by hundred-dollars (\$100.00) per man-hour and deducted from the deposit. It is will be mailed to the contact address on the Facility Use Permit.
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Department tables and chairs, the applicant shall be responsible and refrigerators will be cleaned properly after each use by the	leave the facility clean and orderly. When using Community Services e for their set-up and return to proper storage space. Stoves, grills, ovens, e applicant. Applicants must satisfy the Community Services Department ng of the facilities and that they will underwrite any damages due to their vices Department facilities will be taken out of the deposit.
Permission to use any facility does not constitute an endorsement Murrieta or its employees.	nt of any organization's beliefs, policies, or procedures by the City of
The City of Murrieta is not responsible for any loss or theft of p	property. This includes items left by caterers or rental companies.

### "Waiver of Liability, Assumption of Risk, and Indemnity Agreement"

Waiver: In consideration of being permitted to reserve (facility) on the above listed date(s) and time(s), I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The City of Murrieta, its officers, employees, and agents from liability from any/all claims including the negligence of the City of Murrieta, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in this event.

**Assumption of Risks:** Participation in this event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in this event and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY and HOLD the City of Murrieta HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in this activity and to reimburse them for any such expenses incurred. I hereby acknowledge that as a voluntary participant that I am not an employee of the City of Murrieta and that I am not covered under the City's workers' compensation plan. I intend to perform voluntary services for or in the City of Murrieta without compensation. As a condition of performing the above referenced volunteer activities, I hereby knowingly and unequivocally waive, release and discharge any and all rights that I, my heirs, assigns, agents or other representatives may have or which hereafter may accrue to me, to file any claim, lawsuit and/or any other cause of action against the City of Murrieta, its employees, officers, agencies, other volunteers and officials as a result of performing said volunteer services. In granting this full and complete release and waiver of liability on the part of the City of Murrieta, I specifically waive California Civil Code Section 1542, which states:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

I expressly desire to release the City of Murrieta, its employees, officers, other volunteers, property owner, and officials from any financial responsibility to me for any personal injury and/or property damage I may incur as a result of my voluntary participation, even when it results from the negligence, both active and passive, of the City of Murrieta and/or its employees. I understand that accidents and injuries can arise out of my volunteer activities; knowing the risk, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the City of Murrieta, its employees, officers, agencies, other volunteers and officials, who (through negligence or carelessness) might otherwise be liable to me (or my heirs, assigns, agents or other representatives) for damages. No promise, inducement, or agreement has been made to me to induce me to release the City of Murrieta from liability for any personal injury and/or property damage incurred by me as a result of my voluntary participation, nor has any promise, inducement, or agreement been made to me in return for the express waiver of rights referred to above.

**Initials:** 

Name of Organization

to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it agreed that the balance shall, notwithstanding, continue in full legal force and effect.						
understand its terms, and <b>u</b>	nderstand that I am giving reely and voluntarily, and int	is waiver of liability, assumption of risk, and indemnity agreement, fully up substantial rights, including my right to sue. I acknowledge that lend by my signature to be a complete and unconditional release of all				
Signature	Date					

Title

Severability. The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended