



# City of Fortuna Parks and Recreation

5 Park Street · Fortuna, CA 95540  
Phone: (707)725-7620 · Fax: (707)725-7576  
E-mail: krexford@ci.fortuna.ca.us

## Facility Rental Application Form

Name of Responsible Person:		Event:	
Address:		City/State/Zip:	
Mailing Address: (if different)		City/State/Zip:	

E-mail Address:

Cell Phone:	Home Phone:	Estimated Attendance:	Event Type: <input type="checkbox"/> Public <input type="checkbox"/> Private
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Event Date(s):	Day of Week:	Event Hours: Start: _____ End: _____	Reservation Hours*: Start: _____ End: _____
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**Deposits: All reservations require a \$250 refundable deposit.**  
**Events serving alcohol will require an additional \$250 refundable deposit.**

\*Please include any setup or cleanup time in your reservation hours

**Picnic Area: (check all that apply)**

<input type="checkbox"/> Cook Shack	<input type="checkbox"/> Grill at Cook Shack
<input type="checkbox"/> Volleyball	<input type="checkbox"/> Grass Area (weddings, etc.)
<input type="checkbox"/> Covered Picnic tables	<input type="checkbox"/> Uncovered Picnic Tables
<input type="checkbox"/> Stage	<input type="checkbox"/> BBQ (requires 20 lbs. briquettes)
<input type="checkbox"/> Small Deep Pit BBQ	<input type="checkbox"/> Medium Deep Pit BBQ
<input type="checkbox"/> Large Deep Pit BBQ	

Date and Time for Deep Pit BBQ: \_\_\_\_\_  
 (Fortuna PD will be notified of Deep Pit BBQ usage due to the overnight prep in the park)

**Fees: (based on attendance)**

0-50 \$200	301-500 \$500
51-100 \$250	500+ \$600
101-300 \$350	(plus additional fees as needed)

**Fireman's Pavilion: (check all that apply)**

<input type="checkbox"/> Restrooms
<input type="checkbox"/> Stage
<input type="checkbox"/> Bar Area

**Fees:**  
 Resident Hourly Rate (M-Th): \$35  
 Non-Resident Hourly Rate (M-Th): \$45  
 Daily Rate (Sun-Th): \$350  
 Daily Rate (Fri-Sat): \$550

Note: No tables, chairs, or kitchen included  
 Available from 8am to Midnight only

**Rohner Rec Hall: (check all that apply)**

<input type="checkbox"/> Main Room (Up to 50 people, kitchen access)
<input type="checkbox"/> Class Room (Up to 25 people)

Please note number of needed:      **Fees:**  
 Tables: \_\_\_\_\_      Resident Rate: \$30/hour  
 Chairs: \_\_\_\_\_      Non-Resident Rate: \$40/hour  
 (Maximum of ten 8 ft. tables, and 50 chairs)

**Deep Pit BBQ Only**

<input type="checkbox"/> Small (\$75)
<input type="checkbox"/> Medium (\$100)
<input type="checkbox"/> Large (\$100)

(Fortuna PD will be notified of all Deep Pit usage, due to the overnight prep in the park)

**Alcohol**

<input type="checkbox"/> Alcohol Sold*
<input type="checkbox"/> Alcohol Served*
<input type="checkbox"/> No Alcohol

\*Additional \$250 deposit required

**Traffic Control**

<input type="checkbox"/> Yes
<input type="checkbox"/> No

Location: \_\_\_\_\_

**Music**

<input type="checkbox"/> Live Music
<input type="checkbox"/> Non-Amplified Music

**Special Needs**

<input type="checkbox"/> Electrical Access
<input type="checkbox"/> Water Access
<input type="checkbox"/> Extra Garbage Cans
<input type="checkbox"/> Bounce House
<input type="checkbox"/> Recycling Bins

**Notes:**

I declare that the above stated information is true and correct to the best of my knowledge and understand that my reservation is subject to cancellation if actual information differs significantly from the above information.

I, the undersigned, am 18 years of age or older, and understand and agree to abide by the City of Fortuna Parks and Recreation Department's policies and procedures for rental of park areas and facilities, I am also aware that in renting a facility for myself and/or other participants whom I invite for involvement in the above rental, I will be expressly assuming the risk and legal liability. I will instruct my group of these rules and conditions and ensure that they abide by them as well.

X \_\_\_\_\_ Date: \_\_\_\_\_

*Office Use Only*			
Amount	Date Paid/Clerk	Confirmation E-mailed _____ or Mailed _____	
Rental Fee	_____		
Deposit	_____	<b>Refund:</b>	Amount _____ Date/Clerk _____
Insurance	_____	Deposit	_____
Security	_____	Use Fee	_____
Paid By	_____		

**City of Fortuna Rental Agreement**

**Facility: (circle one) Firemen's Pavilion / Picnic Area / Rohner Rec Hall / Deep Pits  
5 Park Street ~ Fortuna, California, 95540 707-725-7620 Fax 725-7576**

RE: (date of event) \_\_\_\_\_

This Rental Agreement is made and entered into this (date signing form) \_\_\_\_\_ in the State of California, by and between the City of Fortuna, hereinafter known as CITY and (name of applicant or group), \_\_\_\_\_ hereinafter known as LESSEE for the purpose of leasing facilities.

LESSEE acknowledges receipt of a copy of this Rental Agreement. The General Provisions (including Insurance Requirements and Security information) and the Application Confirmation, both of which are attached hereto, and incorporated into the Rental Agreement by reference. LESSEE acknowledges that they have read and understand this Rental Agreement and the General Provisions and agree to the terms and conditions contained therein. LESSEE further acknowledges that they are authorized to execute this Rental Agreement on behalf of LESSEE.

The use fee & security deposit of facility are required at the time of submitting the Application Form. The reservation is not final until the fees are paid, the Rental Agreement is signed and returned by LESSEE, and the Rental Agreement is accepted by the CITY. Facilities must be vacated according to the reservation time on your application; if not, an additional fee may be charged.

If event is cancelled by LESSEE, LESSEE agrees to pay a \$25.00 processing fee. This fee will be retained from the reservation deposit. The balance of the reservation deposit will be refunded to LESSEE if the CITY is able to re-rent the facility for the same date(s). If the facility is not re-rented, LESSEE shall forfeit the reservation deposit.

The CITY requires proof of insurance, per the Insurance Requirements in the General Provisions, a minimum of thirty (30) days prior to the event. If reservation is made less than 30 days prior to event, proof of insurance is required before Rental Agreement is accepted by CITY. AGREEMENT:

The undersigned agrees to defend, protect, indemnify and hold the City, its officers, officials, employees, agents and volunteers free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of lessee, its officers, officials, agents, employees or volunteers in connection with the contracted event or activity; and lessee shall, at the lessee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the City, its officers, officials, employees, agents and/or volunteers, and that lessee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City, its officers, officials, employees, agents or volunteers as a result of the alleged acts or omissions of lessee or lessee's officers, agents, employees or volunteers in connection with the uses, events or activities under the permit. This contract is not valid unless the lessee has signed the following statement of indemnification:

Don't forget to sign.

**I have read and understand this Rental Agreement and its Attachments and agree to the terms stated within.**

LESSEE Name (Printed)

Signature of LESSEE \_\_\_\_\_ Date Signed: \_\_\_\_\_

**(for City Staff Only)** This Agreement is hereby accepted by CITY:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

THIS AGREEMENT IS NOT FINAL UNTIL THE LESSEE HAS RETURNED THIS AGREEMENT, RENTAL APPLICATION AND ALL FEES ARE PAID AND RESERVATION PACKET HAS BEEN ACCEPTED BY CITY.

**Attachment A**  
**General Provisions**

The LESSEE and all persons in attendance shall provide adequate supervision, and shall act in accordance with all federal, state, county and city laws, regulations, policies and procedures during the LESSEE's use of facilities, including non-attendant periods of occupation. Violation of such policies may subject a person (or persons) to possible CITY sanctions as well as legal penalties.

The LESSEE shall be responsible for, and agrees to pay for, all damages, or loss of, any property provided under this contract, and property not specified in this contract, resulting from negligence and/or intentional acts of persons associated with this event or program. LESSEE agrees to promptly make payment for damages or loss within 10 days of notice by CITY. LESSEE agrees that all participants are under the direct and complete supervision and control of LESSEE. CITY assumes no responsibility for loss of theft of personal property of LESSEE or any of its participants.

For all public and private events where liquor is sold, it is the LESSEE's responsibility to ensure that a proper permit for the sale of alcohol is obtained from the State of California Alcoholic Beverage Control (ABC) Department. Liquor is considered to be "sold" when exchanged for cash, tickets or tokens, or when the price of an event includes an open bar. LESSEE is responsible for ensuring compliance with all applicable laws and requirements related to the sale and use of alcohol at their event. A copy of the ABC permit and proof of valid liquor liability insurance (with the City of Fortuna named as an additional insured) must be provided a minimum of fourteen (14) days prior to the event. If proper documentation is not provided, the event may be cancelled, and LESSEE shall forfeit their deposit.

As determined by the Recreation Administrative Supervisor, LESSEE using City facility for private events where liquor is served, but not "sold", may not need to obtain an ABC permit and will have to provide proof of liquor liability insurance.

Smoking is prohibited in all CITY facilities, and in the park.

Animals are not permitted in CITY buildings, without prior authorization from the facility supervisor and City risk manager. Additional requirements may apply. Service animals are allowed.

Firearms are not permitted onto CITY property, or into CITY facilities, without prior authorization from the facility supervisor and City risk manager. Additional requirements may apply.

No construction on the property or modification to the existing facility will be permitted without prior written approval. LESSEE shall diligently maintain all facilities at all times, and return the facility to the same condition as received, with the exception of normal wear and tear. Decorations must be hung with painters tape. No nails or tacks may be used. All tape must be removed.

Absolutely no vehicles are allowed on the grass area of the park.

LESSEE must provide their own cleaning supplies, broom, dustpan, mop, garbage bags, etc for use of the Rec Hall. Cleaning supplies are provided for the Firemen's Pavilion. Facility must be cleaned up immediately after the event. The cost of any cleaning or repairs required by the CITY will be charged to the applicant. Partial lists of required cleanup include:

- All trash must be bagged, tied and placed in dumpster located around the back of the Rec Hall. Trash goes in brown dumpster; cardboard should be placed in the green dumpster. This rule applies to the Rec Hall & Firemen's Pavilion only. Staff will collect garbage from garbage cans in the Picnic area.
- Pick up all litter in and around the facility grounds.
- Make sure all water faucets, stove and oven are shut off.
- Sweep floors.
- Wipe off tables and chairs.
- Close and lock all windows and doors. Shut off all lights.
- No person is allowed to play in flower beds, bushes, or trees.

Any materials used for promotional or political purposes during events held at CITY facilities must include a prominent statement and verbal disclaimer that the views expressed at the event are not supported or endorsed by the CITY.

If you do not adhere to rules, your deposit can be kept by the CITY.

CITY reserves the right to cancel a reservation or an event when unusual circumstances exist or at any time when circumstances are such that the event will present a clear and present danger to the orderly operation of the CITY's facility.

In the event of a disaster or other condition beyond the control of the CITY that would render the planned facility inoperable or not suitable for use, CITY shall be released from any responsibility to provide replacement facilities or services and shall bear no liability to LESSEE for any damage, loss, or other cost resulting from the unavailability of the facility. In such event the LESSEE's deposit(s) shall be returned.

It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of by LESSEE without written consent of CITY.

The terms and provisions of this Agreement are subject to reasonable interpretation exclusively under the laws of the State of California. No oral understanding or agreement not incorporated into this Agreement shall be binding on either the CITY or the LESSEE. Nothing in this Agreement shall prevent the CITY from using any portion of its facility not specified in this Agreement.

### **Insurance Requirements**

LESSEE shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with LESSEE's use of the facility. LESSEE shall provide proof of the insurance in accordance with the CITY's requirements outlined below and on forms provided by the CITY, which shall be approved by the CITY's Risk Manager prior to execution of this Agreement. Approval of proof of insurance is required no less than (thirty) 30 days prior to the scheduled event.

LESSEE shall provide comprehensive general liability coverage, with limits of not less than \$2,000,000 for personal injury and property damage. **The general liability policy is to contain, or be endorsed to contain, the following provisions:**

1. **The city of Fortuna, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of rental, maintenance or use of that part of the premises leased to the LESSEE;**
2. **The LESSEE's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the city, its officers, officials, employees or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.**

The City of Fortuna reserves the right to modify insurance limits based upon the scope of the LESSEE's event, prior to the final execution of the Rental Agreement.

Food sales may require a Humboldt County Health Department Permit. Applicant is responsible for determining what permits and/or licenses may be required.

(Phone numbers: ABC 445-7229 ~ Humboldt County Health Department 445-6215)

### **Security**

The CITY may require LESSEE to provide at its own cost, a private security force to ensure safety of persons and property and compliance with law, should the circumstances of the event warrant such requirement. Requirements for private security shall be determined by the Fortuna Police Chief.

In the event City of Fortuna Police Department is called to an event by anyone, LESSEE shall be liable for reimbursement of costs to the CITY for Police services.

CITY reserves the right to close down an event when unusual circumstances exist, when laws are being violated by anyone on the premises, or at any time when circumstances are such that the event will present a clear and present danger to persons or property.

The City of Fortuna accepts cash, checks, VISA or MasterCard for cleaning deposit and rental fees. If the deposit is made by check, that check will be cashed at the time it is given to the City. Checks are payable to "City of Fortuna".