



A. 4176 Warbler Road
P.O. Box 294049
Phelan, CA 92329
P. (760) 868-1212
F. (760) 868-2323
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Application and Agreement for Use of District Facilities

Phelan Senior Center 4128 Warbler Rd., Unit A Phelan, CA 92371	Phelan Community Center 4128 Warbler Rd., Unit B Phelan, CA 92371	Piñon Hills Community Center 10433 Mountain Rd. Pinon Hills, CA 92372
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Rental Fee Schedule	
CATEGORY I - Meetings, Classes, etc. (2 Hr. Minimum)	PER HOUR
Monday - Friday	\$30
Weekend or Holiday	\$40
CATEGORY II - Parties, receptions, dinners, etc. (4 Hr. Minimum)	PER HOUR
Monday - Friday	\$40
Weekend or Holiday	\$50
KITCHEN FEES	PER EVENT
Phelan Senior Center (Full commercial kitchen)	\$70
Piñon Hills Community Center (Full commercial kitchen)	\$70
INSURANCE	
- A Liability insurance policy for \$1 million dollars is required. - PPHCSD must be named as "additional insured" on the certificate of insurance. - An additional \$1 million dollar Liquor Liability policy is required to cover use of alcohol at events.	

Building Capacities		
Location	Dinner	Meeting
Phelan Senior Center	60 - 80	100
Phelan Community Center	70 - 90	110
Piñon Hills Community Center	80 - 100	120

Renter's Responsibilities & Acknowledgement

- Applications are not accepted over the phone. A completed application packet must be received.
- Applicant name/organization name must match on the Application and Certificate of Insurance.
- If building is left dirty or damage to the building, tables, or chairs has occurred, the renter will be invoiced for cleaning fees and/or damage charges.
- All changes need to be submitted in writing.
- Cancellations must be submitted in writing 30 days prior to event to receive full refund of deposit.
- All rental facilities close by 11:00 pm.
- Bounce houses are not permitted at any of our facilities or parks.
- For more information on rentals, please call the District office at (760) 868-1212.

PHELAN & PIÑON HILLS COMMUNITY BUILDING RENTALS

- ☐ Phelan Senior Center, 4128 Warbler Road, Unit A, Phelan, CA 92371
☐ Phelan Community Center, 4128 Warbler Road, Unit B, Phelan, CA 92371
☐ Piñon Hills Community Center, 10433 Mountain Rd., Pinon Hills, CA 92372

APPLICANT INFORMATION				
Name:			Phone:	
Driver License Number:			Date of Birth:	
Mailing Address:			City:	Zip:
Organization Name:			Email:	
DATE AND TIME REQUESTED (Must include set-up and cleanup time)				
Month:	Day:	Year:	Start Time:	End Time:
Recurring Dates:				
Please note: Ongoing rentals that take place 4 or more times each month may be eligible to set up a Temporary Use Agreement with the District at a discounted rate. Please contact the office to discuss requirements.				
EVENT DETAILS				
Type of Event:				
Estimated Attendance:	Will food be served? ☐ Yes ☐ No		Will alcohol be served? ☐ Yes ☐ No	
Will alcohol be sold? ☐ Yes ☐ No		If so, please provide Permit #:		
DECORATIONS (Nothing can be used that will leave marks, residue, or holes)				
Type of decorations to be used:				
Where will they be used? (Table, floor, wall, etc.)				
KITCHEN REQUEST		KITCHEN COST PER EVENT		
Will you be using the kitchen? ☐ Yes ☐ No		☐ Piñon Hills Community Center (\$70 per event) ☐ Phelan Senior Center (\$70 per event)		

I have read and understand the Renter's Responsibility & Acknowledgement on page 1 of the application.

Signature

Date

Please read each item and initial next to it showing that you understand.

- _____ **RESERVATIONS:** Inquiries are not binding and do not constitute a reservation. A reservation for the event will be booked only when all fees have been paid in full and all other required documents (Rental Application and evidence of Liability Insurance) are received by Phelan Piñon Hills CSD. All fees and required documents must be received at least two (2) weeks prior to event.
- _____ **TIME RESERVED TO COVER ENTIRE USE:** The hours shown on the application will cover the entire time required for the renter to set-up, decorate, conduct the activity, and clean up the facility after use. The facility must be vacated promptly at the conclusion of the time specified on the agreement. Occupancy beyond the time specified will result in overtime charges at one and one-half time (1 ½) of the staff's hourly rate plus the hourly rental rate of the facility.
- _____ **CANCELLATION POLICY:** Renter must submit written notice of cancellation at least ten (10) days prior to the cancellation of any dates covered by the rental agreement. Fees for uses that are cancelled thirty (30) or more days in advance will be refunded, less 10%; 10-29 days, refunded less 30%; less than 10 days there will be no refund. No shows will be charged the full rental amount, with no refunds.
- _____ **INSURANCE REQUIREMENTS:** The applicant shall provide and maintain General Liability Insurance and the coverage shall be in the amount of \$1 (one) million dollars for bodily injury, personal injury, and property damage. If alcoholic beverages are served, Liquor Liability Insurance in the amount of \$1 (one) million dollars for bodily injury and property damage will be required in addition to the General Liability Policy. General Liability and Liquor Liability Insurance shall be endorsed naming the Phelan Piñon Hills CSD; its officers, agents, employees and volunteers as additional insured. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled or changed except after thirty (30) days written notice has been given to the Phelan Piñon Hills CSD. Use of the facility will be denied if satisfactory proof of the required insurance is not received in a timely manner (at least 2 weeks) prior to the event.
- _____ **DECORATIONS:** Any decorating, covering or changes to the facilities must be discussed at the time of the rental application and put in writing as part of the permit. The use of the following decorating materials and equipment are prohibited: cellophane, duct or adhesive tape, nails, staples, screws, loose glitter, birdseed, sand, confetti, bubbles, bubble machines and fog machines. Use of these items will result in a cleaning charge of \$40 (forty) per hour. Masking tape, if used, must be removed following the event. No materials may be attached to ceiling tiles or ceiling grids. The relocation of Community Center furnishings and equipment, other than tables and chairs provided for the rental is not permitted. **Bounce houses are not permitted under any circumstances.**
- _____ **CLEANING:** Clean-up of the facility is the applicant's responsibility. The applicant shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. The facility and all outside areas, including restrooms and kitchen, shall be left in the same condition as they were prior to the event. Failure to do so may result in a cleaning charge of \$40 (forty) per hour.
- _____ **MINOR CHILDREN:** For safety reasons, no children under 18 years of age will be allowed in the kitchen area without adult supervision. For children's events, the Phelan Piñon Hills CSD requires an adult to child ratio of 1:6.
- _____ **PHELAN PIÑON HILLS CSD** reserves the right to cancel any rental or use of the Community Centers without notice wherein previous incidents have resulted in damage, or misuse of the facilities or equipment including the outside grounds, and park areas.

**RELEASE AND HOLD HARMLESS AGREEMENT
FOR THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT**

The undersigned, _____, on behalf of himself/herself/itself and his/her/its heirs, executors, administrators, officers, directors, employees, volunteers, agents, representatives, successors, and assigns ("Releasors"), does hereby release, acquit, and forever discharge the PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT ("District") and its agents, representatives, employees, directors, successors, administrators, and all other persons, firms, corporations, associations, or partnerships ("Releasees"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the Undersigned and the Releasors now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, property damage, and monetary losses, and the consequences thereof, resulting or to result from the accident, casualty, or event which relates in any manner, directly or indirectly, to the occupation, possession, enjoyment, and/or use of _____ ("the Premises") for the period beginning on _____ and ending on _____ for the purpose of _____ ("the Event").

The use of the Premises by the Undersigned shall be strictly limited to conducting activities directly related to the Event, in a reasonable and lawful manner that is not otherwise inconsistent with any and all requirements of the District, as such may be imposed and enforced by the District in any fashion deemed necessary by the District in the exercise of its sole discretion. The Undersigned shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in the enjoyment, use, and occupancy of the Premises.

It is expressly understood by the Undersigned that the physical condition of the Premises is such that the use thereof is furnished by the District for the Event on an as-is basis without any representation or warranty. The District makes no express or implied representations or warranties concerning the Premises or its fitness for any particular purpose. The Undersigned shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the Event. The District shall not be held liable to the Undersigned or any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Premises or any use or failure thereof. The District shall not be held liable or responsible for any debts, claims, or damages from any cause arising out of or any way related to the Undersigned's use or occupancy of the Premises. Immediately upon conclusion of the Event, the Undersigned shall restore the Premises to the condition existing prior to the Event.

The Undersigned hereby expressly waives and releases the District and the Releasees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code Section 1542, which provides as follows:

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

The Undersigned expressly waives and relinquishes all rights and benefits afforded to the Undersigned thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced above. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Undersigned understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

Excepting the sole or active negligence or willful misconduct of the District, the Undersigned agrees to indemnify and hold the District and the Releasees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Undersigned and/or its guests, invitees, trespassers, contractors, consultants, and employees in connection with the Event or their use and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the District reserves the right to demand at any time prior to the Event that the Undersigned pay any and all fees imposed by the District for the use of the Premises and that the Undersigned procure and maintain bonds from an acceptable surety, cash deposits, policies of insurance, and/or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability. THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this _____ day of _____, 20____.

Signature

Date