

FACILITY/PARK RENTAL CONDITIONS AND REQUIREMENTS

Please read and sign at the bottom. Renters are responsible for understanding all rules & regulations. Failure to follow can result in penalties.



1. RESERVATION PROCESS

All reservations are accepted on a first-come, first-served basis. To secure a reservation date, the following is required from all renters:

- A completed reservation contract application submitted to the District, along with payment in full. A reservation is valid only if confirmed.

2. RENTAL FEES

- Payment in full is required at the time the contract is submitted
- Rental hours must include setup and cleanup time
- A credit card for the deposit will be kept on file until district staff have determined no penalty fees apply

3. ARBITRATION

Claims, disputes or other matters arising from or out of the use of District facilities or parks shall be submitted to binding arbitration before a single Arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in effect at the time. The judgment rendered by the Arbitrator may be entered in any court having jurisdiction.

4. WAIVER

No waiver by either party shall constitute a continuing waiver; either party may at any time enforce its rights under this Contract.

5. ASSIGNMENT

This contract **CANNOT BE ASSIGNED OR SUBLET**, in whole or in part, without the prior written consent of the District. Any such unauthorized assignment or sublet shall be null and void and shall terminate this Contract, with costs incurred thereby, payable by Renter to the District.

6. RULES AND REGULATIONS AND ALCOHOL MANAGEMENT RESTRICTIONS

- Applicant **MUST** be at least 21-years of age
- The applicant whose signature appears on the Application Contract **MUST** be present for the full length of the event; provided that the Applicant cannot be present, then an alternate must be designated on the Application Contract – the alternate must be at least 21 years old.
- The following are the District's and the State of California's Alcohol Restrictions:

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- It is illegal to give, serve, or sell alcoholic beverages to any person under the age of 21. This applies to parents and other family members.
- It is illegal to give, serve, or sell alcoholic beverages to an obviously intoxicated person.
- It is illegal to be intoxicated in public.
- It is illegal to drive under the influence of alcohol, or with a blood alcohol level of .08% or higher.

7. ACTIVITIES/NOISE REGULATIONS/DECORATIONS

- **JUMPEES HOUSES/GROUP-ORGANIZED GAMES:** Absolutely NO JUMPEE HOUSES, No “Hamster Ball” inflatable games, or other large games, including organized sports, are allowed in District parks. Jumpee Houses are permitted at the Cabin. NO candles are permitted, with the exception of birthday cake candles. No confetti, glitter, silly string, smoke or fog machines in any District facility or in any District parks. If you have a question about a particular activity or item, please contact the District office.
- **DECORATIONS:** Only painter’s blue tape may be used to hang items (no regular tape, packing tape, tacks, nails, staples); all decorations must be made of fire retardant or fireproof materials; Exits or Exit signs shall NOT be covered or obstructed; all decorations MUST BE REMOVED prior to leaving the rental event.
- **SOUND/MUSIC:** Sound system requirements for all TCSD parks and facilities include NO amplified sound prior to 9:00a.m. or after 8:00p.m., and all noise shall be maintained so as not to be heard by neighboring homes, conforming with County noise requirements (no more than 50 decibels).
Doors and windows at the Community Center must remain closed while playing amplified music inside. Amplified music is permitted inside the Community Center until 10:00pm.

8. CLEAN UP POLICY

The facility or park rental must be returned to the District in the same condition it was rented (i.e., all debris and decorations must be removed, if used, kitchens and bathrooms must be cleaned, any/all equipment/utensils returned. Please refer to the cleaning list for your responsibilities with regard to cleaning the facility/park.

9. EMERGENCIES

In the event of an emergency (“emergency” to be defined/clarified solely by the TCSD District Staff), facility rental use may be suspended or forfeited; in such event, Renter agrees that a full refund of all fees/deposits shall constitute Renter’s sole remedy.

10. CANCELTION POLICY

Cancellations by any renting party more than 2 weeks prior to reserved date, 100% of rental fees and 100% of the room security deposit will be refunded.

If cancellation is made 14-7 days prior to reserved date, 50% of rental fees and 100% of the security deposit will be returned, but TCSD will retain 50% of rental fee.

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If cancelation is made 6 -1 days prior to reserved date, 25% of rental fees and 100% security deposit will be returned, but TCSD will retain 75% of the rental fee. If cancelation is made the day of the reserved date, 100% of the security deposit will be returned, but TCSD will retain 100% of rental fee.

As the Applicant, I/We have read and hereby agree to abide by the foregoing:

Renter Signature: _____ ***Date:*** _____

Facility: _____ ***Rental Date:*** _____