



Thank you for choosing to reserve the JCSD Parks and Recreation Showmobile. In order to provide you with quality service and to ensure that we are meeting your needs, please read the following rules and regulations related to your reservation of the Showmobile. Information includes Individual/Organization Reservation Classification, Individual/Organization Reservation Priority, General Showmobile Rules and Regulations, Specific Showmobile Regulations, Decorating/Set-up/Clean-up, Fees & Deposits, Cancellation/Refund Policy and Insurance Requirements. Herein, "Showmobile" shall mean the JCSD Parks and Recreation Showmobile stage. "APPLICANT" shall mean any individual, group, or organization requesting a reservation to use the Showmobile. "DISTRICT" shall mean the Jurupa Community Services District.

Sec. 100 APPLICANT CLASSIFICATION

- Group I: DISTRICT Departments.
- GROUP II: Those who reside within JCSD Parks territory not-for-profit, service, athletic, social, faith-based organizations with appropriate 501c(3) or equivalent status, or any neighboring municipal agency.
- Group III: Those who reside outside of JCSD Parks territory but California State registered not-for-profit, service, athletic, social, or faith-based organizations with appropriate 501c(3) or equivalent status.
- Group IV: Businesses, commercial, or profit making organizations, political (excluding open forums and debates), and those who live outside of JCSD Parks territory.

“JCSD Parks territory” is defined as the area between Bellgrave, Hamner, Helman and the Santa Ana River.

Sec. 101 APPLICANT RENTAL RESERVATION PRIORITY

Showmobile rentals shall be based upon the following individual/organization reservation priority:

- Group I users shall be allowed to reserve at anytime.
- Group II users shall be allowed to reserve within 270 days of the rental date.
- Group III users shall be allowed to reserve within 180 days of the rental date.
- Group IV users shall be allowed to reserve within 90 days of the rental date.

Sec. 102 GENERAL SHOWMOBILE RULES AND REGULATIONS

- All reservations must be made in person. No reservations will be taken over the telephone or by mail.
- Whether the reservation is for a daily, weekly, monthly, irregularly, or just once, the APPLICANT must complete and submit to the DISTRICT a Showmobile Reservation Application a minimum of forty-five (45) working days prior to requested date of use. A request for use of the Showmobile made less than 45 days in advance of the scheduled event date must be paid in full at the time the tentative reservation is made.

- The DISTRICT reserves the right to suspend use of the Showmobile to those groups or individuals not complying with established rules and regulations.
- Permission to use the Showmobile is only effective if granted in writing and will not be confirmed until initial deposits are received and processed, if applicable. The Showmobile Reservation Application must be signed by District staff.
- At or about the specified start time, APPLICANT must check in the DISTRICT staff. APPLICANT must also check out with DISTRICT staff at or about the specified take down time. **INITIAL** _____
- The APPLICANT must accept full responsibility for damage to equipment or properties and must pay all costs to repair damage to DISTRICT equipment and/or the Showmobile.
- Permits shall not be transferred assigned or sublet.
- Neither the DISTRICT nor its agents, officials, employees, or volunteers will be held responsible for loss, damage or theft of equipment or articles owned by the applicant and/or his/her guests.
- Depending upon the nature of the reservation, DISTRICT may require additional fees, insurance and/or additional staff.
- The DISTRICT reserves the right to deny use of the Showmobile for any reason.

Sec. 103 HOURS OF USE

- The Showmobile is available for use from 8:00 a.m. to 10:00 p.m. Requested use prior to 8:00 a.m. or after 10:00 p.m. will be charged on overtime fee of \$50.00 per hour. **INITIAL** _____

Sec. 104 SPECIFIC SHOWMOBILE REGULATIONS

- All food and beverages must be consumed outside the stage deck area with the exception of bottled water.
- Smoking is NOT PERMITTED on or within a 20 ft. perimeter surrounding the entire Showmobile.
- Candles and other open-flame devices are not permitted on or within a 20 ft. perimeter surrounding the entire Showmobile.

Sec. 105 DECORATING/ CLEANUP

- Cleanup (including decorating) must be completed within the approved reservation time. **AN ADDITIONAL COST OF \$50.00 WILL BE CHARGED FOR EVERY 15 MINUTE INCREMENT BEYOND THE SPECIFIED TAKE DOWN TIME** **INITIAL** _____
- Decorations shall not be displayed or installed in a manner which damages or defaces the Showmobile. Use of Duct tape, nails, staples, masking, scotch tape or other sharp materials or instruments is NOT permitted.
- All decorations or material must be removed by the APPLICANT, at the conclusion of the event.
- General cleanup, such as sweeping or dusting will be the responsibility of the APPLICANT.
- The basic Showmobile setup will be provided by the DISTRICT, which includes raising the canopy top, leveling the stage deck, placement of the stair cases, and black skirting. The APPLICANT is responsible for the set up of any other equipment in accordance with their individual needs.

- Lights are preset from the factory to provide maximum coverage. Adjustment of lights by APPLICANT is prohibited.

Sec. 106 FEES & DEPOSITS

- To hold a date, a completed application and \$1000 deposit must be submitted. All deposits will be processed and refunds are subject to the cancellation/refund policy.
- The remaining balance due must be paid no less than 45 days prior to the reservation date.
- There is a flat \$670 Delivery/Setup & Pick Up fee and additional \$50.00 overtime fee will be charged outside the hours of 8:00 a.m. to 10:00 p.m.
- A request made within 45 days of the scheduled event date requires payment in full at the time of reservation.
- If the APPLICANT’S check is returned to the District, for any reason, a \$50 return check fee will be assessed in addition to any other fees due.
- If a site visit is determined by the District to be necessary, a charge of \$100.00 plus \$1.00 per mile from the DISTRICT office will be added to the total reservation.
- Deposits will be refunded via check two to three weeks after the date of the reservation, less deductions for any damage to DISTRICT property.

Fee Schedule for the Showmobile unit is as follow:

<u>Organization Classification</u>	<u>Fee</u>	<u>Rental Fee</u>	<u>Delivery/Setup & Pick up</u>	<u>Processing Fee</u>	<u>Deposit</u>	<u>Overtime Fee</u>
User Group II	Per Use	\$675	\$670	\$50	\$1,000	\$50 per hour
User Group III	Per Use	\$1075	\$670	\$50	\$1,000	\$50 per hour
User Group IV	Per Use	\$1475	\$670	\$50	\$1,000	\$50 per hour

Sec. 107 CANCELLATION/REFUND

- If the APPLICANT cancels his/her reservation for any reason at least 45-days prior to the reservation date, all deposits minus \$50.00 processing fee will be refunded two to three weeks from the cancellation date.
- If the APPLICANT cancels his/her reservation for any reason between 45 and 30-days prior to the reservation date, all deposits minus 50% Rental Fees plus \$50.00 processing fee will be refunded two to three weeks from the cancellation date.
- If the APPLICANT cancels his/her reservation for any reason less than 15-days prior to the reservation date, all deposits minus 100% Rental Fees plus \$50.00 processing fee will be refunded two to three weeks from the cancellation date.
- If the request for use is not approved, all deposits minus applicable processing fees, will be returned within two to three weeks of the denial.
- In case of inclement weather, ie windstorms or rain, DISTRICT staff reserves the right to cancel this agreement and all fees will be returned to APPLICANT. **INITIAL _____**

Sec. 108 INSURANCE REQUIREMENTS

User shall procure and maintain for the entire duration of its use of District Facilities insurance against claims for injuries to personal or damages to property which may arise from or in connection with its use of the

Facilities by the User, User's agents, representatives, employees or subcontractors. User shall obtain and furnish to District proof of coverage as to each type of insurance required prior to utilizing the Facilities.

1. Minimum Scope of Insurance. User shall procure and maintain throughout the term of its use of the Facilities, at its sole cost and expense, the following types of insurance: (1) a comprehensive general liability and property damage insurance and (2) worker's compensation insurance (as required by law) ("Insurance Policies"). Such Insurance Policies shall insure against all claims for death and injuries to persons and damages to property which may arise from or in connection with its use of the District Facilities, or from any action taken in connection therewith, regardless of whether such actions are taken by the User or the District, or any of its directors, officers, employees, agents, volunteers, participants, invitees, or any person directly or indirectly employed by any of them.

2. Minimum Limits of Insurance. Coverage shall provide limits no less than: (1) General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to its use of District Facilities or the general aggregate limit shall be twice the required occurrence limit; and (2) Workers Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California.

3. Insurance Endorsements. The Insurance Policies shall contain the following provisions, or the User shall provide endorsements to add the following provisions to the Insurance Policies:

3.1 General Liability. The general liability policy shall be endorsed to state that: (A) the District and its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to User's use of the District's Facilities; and (B) the insurance coverage shall be primary insurance as respects the District and its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the User's scheduled underlying coverage. Any insurance or self-insurance maintained by the District or its directors, officials, officers, employees and agents shall by excess of the User's insurance and shall not be called upon to contribute with it in any way.

3.2 Workers' Compensation. The insurer shall agree to waive all rights of subrogation against the District and its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from User's use of the District's Facilities.

3.3 All Coverages. Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by first class mail has been given to the District. User shall also provide the District with thirty (30) days notice of its intent to cease using the District's Facilities.

3.4 Separation of Insureds; No Special Limitations. The Insurance Policies required herein shall contain standard separation of insureds provisions. In addition, such Insurance Policies shall not contain any special limitations on the scope of protection afforded to the District or its directors, officials, officers, employees and agents.

3.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District. District Any deductible under the Insurance Policies issued shall be the responsibility of, and paid by, the User.

3.6 Verification of Coverage. The District shall have the right of reasonable approval over any Insurance Policy obtained by the User. The User shall furnish the District with original certificates of insurance and endorsements effecting coverage required herein. The certificates and endorsements for each policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of the required Insurance Policies at any time. The District may at any

time review the insurance coverage obtained by the User, the coverage limits, the provider, or the form of the policy and may require that alternate or modified coverage be obtained if, in District's prudent business judgment, the policy is insufficient to provide adequate protection against the kind and extent of risk that is foreseeable for the use of District Facilities.

3.7 Miscellaneous Provisions. If User fails to comply with the insurance requirements herein at any time, District has the right but not the duty to purchase such coverage and charge the premium to User who must promptly pay said premiums. User agrees to be personally responsible for all losses not covered by insurance whether by reason of coverage being inapplicable or by User's failure to obtain coverage. Failure to maintain insurance may be grounds to immediately terminate User's use of District's Facilities.

I understand that failure to comply with any single item, portion of, or combination of policies and/or misrepresentation of the nature of the event will result in forfeiture of all or part of the fee paid.

I have read and understand the JCSD Showmobile Use Policies and Procedures and agree to comply with the conditions stated herein. I understand that JCSD Parks and Recreation reserves the right to deny any use of the Showmobile based upon availability, non-payment, inappropriate use, or group conduct not in accord with City, State or Federal laws or ordinances.

I understand that the official confirmation of the Showmobile Application requires the approval of the JCSD, Director of Parks and Community Affairs or designee and that official confirmation must be obtained before I can advertise the activity listed on the application I have submitted.

Applicant or Authorized Agent

Date

Event Coordinator and Contact Number