

FACILITY RENTAL/USE APPLICATION

NEWBERRY COMMUNITY SERVICES DISTRICT  
("NCSD")

30884 Newberry Road, PO Box 206  
Newberry Springs, CA 92365  
760-257-3613 760-257-4314  
NewberryCSD@gmail.com  
www.NewberryCSD.net

For use of the facilities at 30884 Newberry Road, Newberry Springs, CA 92365

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ORGANIZATION ADDRESS: \_\_\_\_\_

CONTACT ADDRESS: \_\_\_\_\_

CONTACT PHONE(S): \_\_\_\_\_

Daytime Number

Evening Number

Cell Number

DATE REQUESTED: \_\_\_\_\_ Day of WEEK: Sun Mon Tue Wed Thur Fri Sat

Set-Up Start Time: \_\_\_\_\_ AM / PM Clean-Up Complete Time: \_\_\_\_\_ AM / PM

Event Start Time: \_\_\_\_\_ AM / PM Event End Time: \_\_\_\_\_ AM / PM

Total Hours Requested: \_\_\_\_\_ Total Hours Requested Must Include Set-up and Clean-Up Times

Title of Event / Meeting: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_ Is Event Open To The Public? \_\_\_ YES \_\_\_ NO

DESCRIPTION OF ACTIVITY: \_\_\_\_\_

Indicate Entrance Fee or Donation Requested if Any: \_\_\_\_\_

Will Food Be Served at this Event/Meeting? \_\_\_ YES \_\_\_ NO

IF YES, what NCSD Kitchen Facilities/Equipment will be used? \_\_\_\_\_

Will any equipment or devices be brought onto the premises for the use of the event? \_\_\_ YES \_\_\_ NO  
(i.e.: Mobile DJ Equipment, Bounce House, Cooking Equipment/Appliances)

IF YES, Describe: \_\_\_\_\_

PLEASE NOTE: Additional Rental Fee and/or Deposit May Be Required

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Number of chairs & tables requested for set-up: \_\_\_\_\_ Tables \_\_\_\_\_ Chairs

List Any Additional Requests: \_\_\_\_\_

GENERAL RULES:

- ❖ NO ALCOHOLIC BEVERAGES PERMITTED
- ❖ ALL ATTENDEES UNDER THE AGE OF 18 REQUIRE ADULT SUPERVISION
- ❖ APPLICANT MUST EXECUTE A RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT
- ❖ APPLICANT MAY NOT ASSIGN RENTAL AGREEMENT TO ANY OTHER PERSON(S) OR ENTITY
- ❖ NO ILLEGAL OR ILLICIT ACTIVITY IS PERMITTED ON NCSD PROPERTY
- ❖ APPLICANT AND THEIR INVITEES OR ATTENDEES MUST EXERCISE CARE NOT TO DAMAGE NCSD FACILITIES OR EQUIPMENT
- ❖ INDOOR TABLES AND CHAIRS MAY NOT BE USED OUTDOORS
- ❖ EVENT ATTENDEES MAY NOT USE THE PORTION OF THE FACILITY DESIGNATED FOR THE EXCLUSIVE USE OF THE LIVE-ON-SITE CARETAKER.
- ❖ BUILDING AND EQUIPMENT MUST BE RETURNED TO ORIGINAL STATE AT THE END OF EVENT TO RECEIVE FULL REFUND OF DEPOSIT
- ❖ NCSD HAS PRIORITY USE OF THE FACILITY. IN THE EVENT THE FACILITY IS REQUIRED FOR A PUBLIC MEETING OR NCSD EVENT, APPLICANT MY NEED TO RESCHEDULE RESERVED DATE(S)/TIME(S) FOR THE FACILITY. THE NCSD WILL MAKE EVERY EFFORT TO ACCOMMODATE REQUESTED RENTAL DATE(S)/TIME(S).

FEE SCHEDULE

BUILDING RENTAL: \$50.00 Per 8 Hour Rental Period  
 Building Rental Deposit: \$75.00 Per 8 Hour Rental Period  
 Utilities Use For Special Equipment: \$25.00 minimum per 8 Hour Rental Period

RENTAL COST:

Description

BUILDING RENTAL : \$ \_\_\_\_\_

DEPOSIT: \$ \_\_\_\_\_

Special Use Fee: \$ \_\_\_\_\_

TOTAL FEE COLLECTED: \$ \_\_\_\_\_ CASH \_\_\_\_\_ CHECK Number: \_\_\_\_\_

PLEASE NOTE: If paying by check, refund of deposit will be delayed until funds have cleared and been collected by the NCSD Bank. ANY RETURNED CHECK IS SUBJET TO A \$20.00 Fee

RECEIPT NUMBER: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant certifies that the information presented herein is true and accurate to the best of the Applicant's knowledge and Applicant agrees to follow and abide by the GENERAL RULES state herein.

APPLICANT: \_\_\_\_\_  
Name Printed Signature

NCSD Representative: \_\_\_\_\_  
Name Printed Signature



**INDEMNITY AND RELEASE OF LIABILITY  
HOLD HARMLESS AGREEMENT**

Applicant: \_\_\_\_\_

\_\_\_\_\_  
(ADDRESS)

Representing: \_\_\_\_\_

\_\_\_\_\_  
(ADDRESS)

desires to use the Newberry Community Services District facility located at 30884 Newberry Road, Newberry Springs, CA 92365 for the date and time as specified within the "Facility Rental/Use Application" dated \_\_\_/\_\_\_/\_\_\_\_\_. In consideration of being permitted to use the facility, the undersigned Applicant waives, releases, and discharges the Newberry Community Services District, its officers, directors, agents, servants and employees (collectively "NCSD") from all liability for any loss or damage whatsoever, including personal injury, death, property damage, medical expense and any other type of expense (collectively "Damages") whether caused by the active or passive negligence of the NCSD, while the undersigned Applicant is in, upon or about the facility premises.

Applicant also acknowledges, agrees and represents that he/she has or immediately upon entering will, inspect the premises and facility. It is further agreed that entry and/or use of the facility constitutes an acknowledgement that the facility and all equipment as being safe and reasonably suited for use. Applicant accepts the facility in its present condition, and is without representation or warranty by NCSD as to the condition of the facility, or as to the use or occupancy which may be made of it. Applicant also waives releases and discharges NCSD from all liability for any loss or damage, including personal injury, death, property damage, medical expense and any other type of expense caused by the condition and/or maintenance of the facility or any equipment.

Applicant also agrees to release, hold harmless, defend and indemnify NCSD from any and all liability for any loss, injury and/or damages to any third party arising out of the use of the facility and equipment by third party pursuant to this application.

The undersigned Applicant further expressly agrees that this waiver, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of the Application and Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**Applicant certifies that he/she is an adult person fully capable of executing this release and fully intends to be and is bound hereby. This release shall also be fully binding upon Applicant's heirs and dependents and other legal representatives or successors of whatsoever rank or standing.**

**Applicant certifies that he/she has read and voluntarily signs this release and waiver liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.**

**I HAVE READ AND FULLY UNDERSTAND THE NATURE AND INTENT OF THIS DOCUMENT.**

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

Identification Used to Verify Applicant's Age: \_\_\_\_\_  
Type Number Expiration Date

As Witnessed by: \_\_\_\_\_ (NCSD Employee or Agent) Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print