



Public Room Use Application and Agreement

IRWD Applicant Information:

Customer Name: _____

Organization Name (if applicable): _____

Address: _____ City: _____

Zip: _____ Phone: _____ E-mail: _____

Name & Purpose of Event: _____

Facility Requested: Duck Club Room Community Meeting Room

Date(s) Requested: Time(s) Requested (includes setup and breakdown):

_____ a.m. or p.m. TO _____ a.m. or p.m.

_____ a.m. or p.m. TO _____ a.m. or p.m.

_____ a.m. or p.m. TO _____ a.m. or p.m.

Number of Guests: _____ BBQ Grill Keys Needed (only available for the Duck Club): Yes No

Serving Alcohol (alcohol may not be served at the Community Meeting Room): No *Yes (*Alcohol Liability Insurance is required)

The following disclaimer must be included in any published announcement:

“Irvine Ranch Water District makes its facilities available for use by residents and non-profit organizations merely as a public service, but does not, by allowing this use, endorse or support the purpose of the event or its sponsor.”

I have read and understand the Facility Use Application and Agreement, including the Terms and Conditions and applicable Special Conditions. Applicant will not charge for admission and will not sell products or services at the event.

Print name Signature Date

Please contact 949-453-5500 or info@IRWD.com during business hours to cancel your reservation

APPROVAL

IRWD hereby permits the above-named applicant ("**Applicant**") to use the requested facility ("**Premises**") for the event described above, subject to the attached Terms and Conditions.

By: _____
Name of District Representative Signature Date

IRWD Notes/Special Conditions:

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Terms and Conditions

1. Limitations. The Agreement is limited to the above-specified Premises, purposes, dates, time, and duration. IRWD makes these facilities available for public use as a public service and reserves the right to approve or deny applications in the General Manager's, or designee's, sole discretion.
2. Compliance with Rules; Supervision. Applicant must comply with and cause its employees, officers, agents, representatives, licensees, volunteers, and invitees (collectively, "**Applicant's Invitees**") to comply with and be subject to all these Terms and Conditions, and with any and all instructions and directions of authorized agents of Irvine Ranch Water District ("**District**"). Applicant shall continuously supervise and control Applicant's Invitees. Each person entering the Premises under this Agreement will be considered to be acting as Applicant's agent and enters at their own risk.
3. Inspection. The District representatives may enter and inspect the facilities at any time, without notice.
4. Reservations. Reservations are handled on a first come, first served basis. No user or group may use a given facility more than one time per month.
5. Alcoholic Beverages. The District reserves the right to determine whether or not alcoholic beverages may be served. Alcoholic beverages must not be or served to anyone who is under 21 years of age. If serving alcohol, Applicant must obtain and provide proof of Alcohol Liability Insurance acceptable to the District.
6. Prohibitions
 - a) No Discrimination. Groups using the facility must not discriminate against anyone with regard to race, creed, color, or national origin.
 - b) No Sports. Sporting activities, events, or competitions are not permitted.
 - c) No Political Events. Political events are not permitted.
 - d) No Worship. Facilities may be used by religiously based organizations, however, meetings or activities involving chanting, worship, or prayer are not permitted.
 - e) Material Posting and Distribution. No signs, posters, handbills or fliers may be displayed, posted or distributed inside or outside the facilities without the District's prior approval. Approved materials must be removed at the conclusion of the meeting.
 - f) No Animals. Animals are not allowed at or inside any facility, except service animals.
7. Disclaimer. The following disclaimer must be included in any published announcement about this event:

"Irvine Ranch Water District makes its facilities available for use by residents and non-profit organizations merely as a public service, but does not, by allowing this use, endorse or support the purpose of the event or its sponsor."
8. Assumption of Risk; Waiver. Applicant assumes the risk of bodily injury or death, or damage to property, for Applicant and Applicant's Invitees. Applicant waives any claims, causes of action and demands, including those for any bodily injury, wrongful death, or property damage, that Applicant may have, now or in the future, against the District and all the District's directors, officers, employees, agents, representatives, affiliates, sponsors, volunteers, and their respective employees ("**District Parties**") arising out of use of the Premises. Applicant acknowledges that the District Parties will not be responsible or liable for any injury (including death), damage, loss, or expense, to their person or property incurred as a result of Applicant or Applicant's Invitees using the Premises, and Applicant covenants not to sue the District or District Parties.
9. Possible COVID-19 and Other Health Risks. State and local authorities have imposed certain restrictions and made certain recommendations regarding personal protective measures (including avoiding certain non-essential activities, engaging in social distancing, and wearing masks) to mitigate the spread of and minimize the likelihood of contracting COVID-19. Applicant understands that entering the Premises may subject Applicant to risks related to COVID-19, including, but not limited to, coming in contact with persons who may have COVID-19 and/or contracting COVID-19. Applicant voluntarily assumes the risk of Applicant or Applicant's Invitees being exposed to COVID-19 by using the Premises, and the risk that exposure may result in

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personal injury, illness, permanent disability, or death.

10. Warranty; Duty. The District makes no representation that the Premises are fit for any particular use, including Applicant's intended purposes specified above, nor that the Premises are free from defects, conditions or risks. Applicant has inspected or will inspect the Premises and accepts the Premises "AS IS." District will have no duty to inspect the Premises or to warn any person of any latent or patent defect, condition, or risk that may be encountered in Applicant's use of the Premises under the Agreement.

11. Responsibility for Premises. Applicant shall close all doors and lock all locks when leaving the Premises at the end of each day and during any times when it is not using the Premises. Applicant shall not remove any property from the Premises without the District's express prior consent. Upon expiration or termination of the Agreement, Applicant shall restore the Premises to the condition of Premises prior to Applicant's entry. Applicant will be liable for and shall pay to the District the cost of repairing all damage of any kind whatsoever to the Premises and any District property or facilities, landscaping and structures, including damage and expense from the loss of use, arising from or related to any acts or omissions of Applicant or Applicant's Invitees, unless the foregoing are held by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of District.

12. Fee. District does not charge fees for use of its facilities. Applicant shall not charge for entrance to the facilities and shall not solicit contributions. Furthermore, no products, services, food, or beverages may be sold at the Premises.

13. Release and Indemnity. Applicant hereby releases the District from liability for, and Applicant shall indemnify, defend and hold District and its employees, officers, agents, representatives, licensees, and invitees, and its and their respective successor and assigns (collectively, the "**Indemnitees**") harmless from and against, any and all claims, losses, liabilities, costs and expenses, including attorney's fees (collectively, the "**Claims**") for damage to real, personal, tangible or intangible property (including Applicant's Invitees) including loss of use of any such property, and all Claims for bodily injury, sickness disease or death of any person (including any Applicant's Invitees), arising from or in any way related to (i) any entry upon the Premises or other activity under the Agreement by Applicant or Applicant's Invitees or (ii) any breach by Applicant of its obligations under the Agreement, unless and to the extent any of the

foregoing are held by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of the Indemnitees.

14. General Liability Insurance. District reserves the right to require Applicant to provide general liability insurance for the event. If required by the District, prior to any entry under the Agreement, Applicant shall furnish District with a policy or certificate of comprehensive general liability insurance carried by Applicant, covering the occurrences described in Paragraph 8 hereof regardless of when any Claims respecting such occurrences are made, endorsed to include the District as additional insured and including a 10-day notice to District in the event of cancellations or any material change in coverage. In addition, this insurance as respects any claim, loss or liability arising directly or indirectly from Applicant's activities under the Agreement, and any other insurance maintained by District must be considered noncontributing. This liability insurance must be in a form satisfactory to District and written with limits of liability no less than the greater of \$1,000,000 (or for such greater amount as may reasonably be required by the District) combined single limit of liability carried by Applicant. If Applicant carries more liability insurance than the minimum amount required above, the certificate or policy delivered to District must evidence this greater amount. District will not be responsible for any costs of premiums or other charges for such insurance. Nothing in this paragraph will limit Applicant's obligations under these Terms and Conditions.

15. Non-Transferability. The Agreement cannot be transferred or assigned by Applicant.

16. Termination. The Agreement is revocable at any time at the sole option and discretion of District, and Applicant shall peaceably surrender the Premises upon written or oral demand given by District or its authorized representative to Applicant or any of Applicant's Invitees. Applicant will not hold the District liable for any costs, damages, or other expenses if the District exercises its discretion and revokes the Agreement. The obligations and liabilities of Applicant under Paragraph 9 of these Terms and Conditions shall survive the expiration or termination of this Agreement.

17. Other Special Conditions. Applicant agrees to all special conditions for the applicable facility, as described below

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SPECIAL CONDITIONS – DUCK CLUB ROOM

1. **Location.** The Duck Club is located within the San Joaquin Marsh and Wildlife Sanctuary, a marsh encompassing over 300 acres of coastal freshwater wetlands. Applicant acknowledges this designation and agrees to conduct its event in a manner that is not detrimental to the surrounding wildlife and vegetation. Areas outside of the Duck Club facility, including the San Joaquin Marsh & Wildlife Sanctuary and trails, are not available after dusk.

2. **Operating Hours.** The Duck Club is generally open from 8 a.m. to 10 p.m. daily. The Duck Club must close promptly at 10 p.m. Applicant must lock facility and vacate the Premises before that time.

3. **Capacity.** The capacity of the Duck Club is 75 with tables and chairs, or 100 without tables and chairs. At the District's sole option and discretion, capacity may be restricted at any time to comply with State and local regulations, including but not limited to COVID-19.

4. **Keys.** The District will provide a QR code or key card(s) for entry on the Duck Club Room premises and BBQ keys, if those are requested. District will only provide a QR code or key card and/or the BBQ keys to the Applicant or its representative authorized in writing. Applicant must notify the District in advance if the Applicant's representative has been authorized. Duck Club BBQ keys must be deposited in the drop box located by the front entrance immediately at the conclusion of the event. A fee will be charged for key cards that are lost or otherwise not returned in a usable condition.

5. **Parking.** Parking areas are only for vehicle parking and may not be used by Applicant and Applicant's Invitees for other purposes. The District reserves the right to restrict parking to assigned areas of the parking lot. The District encourages carpooling. Do not remove the parking barriers near the Duck Club. Applicant must not reserve spaces for itself or its invitees or cover the handicap parking signs in any way. Parking spaces will be available to other users, and Applicant will not have exclusive use of the parking lot.

6. Prohibitions

- No dogs or other animals, except for service animals. Proof of registration of a service animal must be made available to the District upon request.
- Areas outside of the Duck Club facility, including the San Joaquin Marsh & Wildfire Sanctuary and trails are not available after dusk.
- No food trucks or mobile video game trailers are allowed.
- No inflatables, bounce houses, jumpers/ trampolines,

water slides or E-Z Up canopies/pop-up shade structures are allowed.

- No organized games, activities, or music are allowed outside of the Duck Club building. This includes the porch area. Climbing trees is also prohibited.
- Do not use the Duck Club fireplace.
- For BBQ grills, please follow instructions near the gas timer and do not use charcoal or any other heat source for the grills.
- No outside heat sources.
- Do not tape, staple, nail, or pin decorations to the walls or ceiling fans.

7. Cleanup Requirements

- Wipe down tables and chairs and return them to storage rooms (cleaning supplies are not provided).
- Sweep all floors, including kitchen and bathroom.
- Wipe down sinks, countertops, refrigerators, stoves, or ovens if used.
- If the microwave oven is used, clean any splatters and spills from the interior and exterior.
- All trash must be removed from the Duck Club facility. Please place full trash bags inside the trash dumpsters located in the parking lot and make sure the lid is closed. Crush aluminum cans with the can crusher in the kitchen and deposit plastic or glass bottles in the green recycling container.
- Turn off temperature timer for the heater/air conditioner before leaving.
- Remove all decorations before departing the Duck Club as well as any signage or balloons.
- Turn off all lights and ceiling fans.
- Lock all windows and doors, including patio door, and vacate the Premises by 10 p.m.

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SPECIAL CONDITIONS – COMMUNITY MEETING ROOM

1. **Operating Hours.** The facility is generally open from 5 p.m. to 10 p.m. Monday – Friday, and 8 a.m. to 10 p.m. on weekends.

2. **Capacity.** The capacity of the Community Meeting Room is 50 people if the room is set up classroom style. 80 people with standing room only. At the District's sole option and discretion, capacity may be restricted at any time to comply with State and local regulations, including but not limited to COVID-19.

3. **Keys.** The District will provide a QR code or key card for entry on the Community Room premises. District will only provide a QR code or key card to the Applicant or its representative authorized in writing. Applicant must notify the District in advance if the Applicant's representative has been authorized.

4. **Parking.** Parking areas are only for vehicle parking and may not be used by Applicant and Applicant's Invitees for other purposes. The District reserves the right to restrict parking to assigned areas of the parking lot. The District encourages carpooling. Do not remove the parking barriers near the Duck Club. Applicant must not reserve spaces for itself or its invitees or cover the handicap parking signs in anyway. Parking spaces are available to other users.

5. Prohibitions

- No dogs or other animals, except for service animals. Proof of registration as a service animal must be made available to the District upon request.
- Areas outside of the Community Room facility are not available for use.
- No food trucks or mobile video game trailers are allowed.
- No inflatables, bounce houses, jumpers/trampolines, water slides or E-Z Up canopies/pop up shade structures are allowed.
- No organized games, activities, or music is allowed outside of the Community Room building. This includes the patio areas. Climbing trees is also prohibited.
- No outside heat sources.
- Do not tape, staple, nail, or pin decorations to the walls.

6. Cleanup Requirements

- Wipe down tables and chairs and return them to storage rooms (cleaning supplies are not provided).
- Sweep all floors, including kitchen and bathroom.
- Wipe down sinks, countertops, refrigerators, stoves, or ovens if used.
- If the microwave oven is used, clean any splatters and spills from the interior and exterior.
- All trash must be removed from the Community Room facility. Please place full trash bags inside the trash dumpsters located in the parking lot and make sure the lid is closed. Crush aluminum cans with the can crusher in the kitchen and deposit plastic or glass bottles in the green recycling container.
- Turn off temperature timer for the heater/air conditioner before leaving.
- Remove all decorations before departing the Community Room as well as any signage or balloons.
- Turn off all lights.
- Lock all doors and vacate the Premises by 10 p.m.

7. **Equipment.** No A/V equipment is available for public use except a projector screen that you are welcome to use. To operate the screen, a switch is located on the main wall that allows you to lower and raise the screen. Please make sure it is raised when you leave the room.

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