

# **Rental Application and Waiver**

Applicant Name & Title (if any):
Organization:
Address:
Phone Number:
E-mail:
Event/Project/Program Title:
Date of Event
Time of Event
Requested drop off/pick up time
Location
(Attach a Google Map or drawing of the streets showing the proposed event location)

## Event Description \_

(If available, include a copy of the invitation, flyer or provide the website or social media posts)

#### Permits

Recommended that you apply for any necessary permits 30 days before your scheduled event

- <u>Street Use Permit</u>
- Temporary Use Permit

#### Insurance

An applicant may provide event insurance or contact the City of Citrus Heights Risk Management Division at 916-725-2448 and ask for a quote on Special Events Insurance through the City.

## **Code of Conduct**

- Loud music, noise, and other disturbances must be kept to a minimum consistent with the wishes of adjacent property owners and occupants and the affected public
- Disturbance complaints or use of drugs and alcohol will result in possible enforcement action and denial of future use of the Block Party Trailer
- Applicant is responsible for cleaning all debris deposited by the participants immediately after the event.

## Damage

Barring expected wear and tear on the trailer and its contents, the Applicant shall be responsible and reimburse the City for the costs to repair any damage to the trailer or equipment caused by any affiliate of the Applicant, including citizen attendees of the event.

This application and waiver **DOES NOT** guarantee reservation of the block party trailer! City staff will confirm all reservations via e-mail once all documentation is received (application, applicable permits, insurance, and deposit) <u>BPTrailer@citrusheights.net</u> at least 30 days before the scheduled event date.

Signature of Applicant

Date

The City of Citrus Heights will use your contact information for future community events and engagement communications.



## Waiver, Release and Indemnity Agreement

User acknowledges that User has read this Agreement and understands its terms. User executes this Agreement voluntarily and with full knowledge of its significance.

In voluntarily executing this Waiver, Release and Indemnity Agreement (the "Agreement") for the use of the City of Citrus Heights (the "City") Block Party Trailer and the associated equipment, accessories, and other property contained therein (the "Trailer"), User does hereby agree to the following:

By requesting use of the Trailer, User agrees to assume responsibility to receive the Trailer upon delivery and return the Trailer to the City at the designated Dates and Times listed herein. Upon delivery of the Trailer, User agrees to inspect the Trailer and report any defects or damage to the City prior to User's acceptance of the Trailer for use. User further agrees to return the Trailer to the City in the same condition in which it was received, save for ordinary wear and tear which may occur. User further agrees to report to the City any damage to the Trailer which occurs while in User's possession.

By signing this Agreement, User does hereby agree to assume for both User and those persons whom User permits to utilize the Trailer all risks related to the use of the Trailer, including but not limited to property damage and personal injury resulting from the acts of third parties, whether caused by errors, omissions, or negligent acts of third parties or of User; property damage, and personal injury sustained by User resulting from User's activities, errors, omissions, or negligent acts:

User agrees to defend, indemnify, and hold the City and its respective officers, agents, and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs, and expenses for personal injury (including death), property damage or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons, that may arise out of or be occasioned by breach of any of the terms or provisions of this Agreement, violation of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission or such act or omission by me or any other persons with regard to or in connection with this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the City, and its officers, agents, employees, or separate contractors. The City does not waive any governmental immunity or other defenses available to it under California or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

User acknowledges that the Trailer is only to be used for community events. Therefore, any event for which the Trailer is used must be open to the community and/or neighborhood in which the event is held. User is prohibited from utilizing the Trailer for private events such as birthday parties and graduation parties. Failure to respect the intended purpose of the Trailer may result in loss of reservation privileges. User agrees also to obtain all necessary permits before hosting any event.