



## INDOOR FACILITY RENTAL APPLICATION

This is a facility rental request and is subject to review and availability. Submission of this form is not a guarantee of a facility rental. Once this form is received, a city representative will contact you.

### APPLICANT INFORMATION:

**Applicant's Name** (person responsible): \_\_\_\_\_ **Submittal Date:** \_\_\_\_\_

**Business/Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Non-Profit Tax ID #:** \_\_\_\_\_

### FACILITY INFORMATION:

**Facility & Room(s) Requested** (please check all that apply):

#### SAN ELIJO REC CENTER

☐ Terrace Hall & Kitchenette

#### WILLIAMS BARN BANQUET/WEDDING

☐ Barn & Kitchen

#### WOOD HOUSE

☐ Garden Grounds & Jennylind Room

#### SENIOR ACTIVITY CENTER

☐ Horizon Hall

☐ Horizon 2 & 3

☐ Recreation

☐ Craft

☐ Community

☐ Other

#### SAN MARCOS COMMUNITY CENTER

☐ Dining

☐ Large Rec.

☐ Small Rec.

☐ Other

☐ Community Hall & Kitchen

**Date(s):** \_\_\_\_\_ **If Reoccurring:** ☐ Weekly ☐ Monthly ☐ Other \_\_\_\_\_

**Attendance** (expected) \_\_\_\_\_

**Time Details:** **Enter Facility:** \_\_\_\_\_ **Event Start:** \_\_\_\_\_ **Event End:** \_\_\_\_\_ **Exit Facility:** \_\_\_\_\_

Note: Mon-Thurs (2 Hour Min.); Fri-Sun (4 Hour Min.); Event Start to End Max (6 Hours); Total time not to exceed (12 hours)

**Specific Activity** (list all activities you will engage in; no other activities will be permitted):

**Will food be served:** ☐ Yes ☐ No **Caterer:** \_\_\_\_\_

**Will alcohol be served:** ☐ Yes ☐ No **Bartender:** \_\_\_\_\_



All refunds are subject to the department refund policy found [here](#).

Reservations over \$200 must be made and paid in full at least sixty (60) days in advance of the rental date. Reservations under \$200 must be paid in full at time of booking. If fees are not paid in full, your reservation will be cancelled and all monies paid will be forfeited.

Room set-up and clean-up are the responsibility of the facility renter. A cleaning deposit may be required per the Indoor Facility Rental Policy.

Facility renters who exceed their approved exit time will be billed in (1) hour increments at a rate of 2x the standard hourly rate for the facility.

Security guards are required at certain type events, including all events where alcohol is present. A separate alcohol application may be required through Alcohol Beverage Control.

All bookings must end 1 hour prior to facility closing time. The hour before facility closure is available for cleaning only.

No smoking allowed in/around city facilities.

Alcohol is prohibited at events held in honor of guests under 21 years of age.

I agree to submit insurance meeting the requirements of the City of San Marcos Indoor Facility Rental Policy.

I agree to adhere to all terms and conditions of the City of San Marcos Indoor Facility Rental Policy.

### TERMS & SPECIFICATIONS:

**Rules and Regulations:** Applicant and the members of applicant's group or organization (collectively, "applicant"), individually and collectively, agree to comply with all rules and regulations of the City with respect to their use of any City facilities, services and equipment, and/or participation in the activity.

**Inspection:** Applicant(s), individually and collectively, have inspected the City property or premises proposed for use and have determined that they are in a safe and appropriate condition for the activities planned. Applicant(s) hereby warrant and represent that said property or premises will be kept and operated in a safe and appropriate condition.

**Waiver and Liability Release:** Applicant(s), individually and collectively, hereby unconditionally waive, release and discharge any and all rights that participant and/or participant's heirs, assigns, agents, or other representatives may have or which hereafter may accrue to participant, to file any claim, lawsuit and/or any other cause of action against the City of San Marcos and/or its elected and appointed officers, boards, directors, agents, employees, and designees (collectively, "City Parties") as a result of participant's use of the City facilities, services and equipment and/or participation in the activity.

**Indemnification:** Applicant(s), individually and collectively, hereby agree that they shall indemnify, defend, and hold the City Parties harmless from and against all claims, damages, losses and expenses, including but not limited to, court costs, attorneys' fees, and witness costs, arising out of the performance of the activities described herein, caused in whole or in part by any negligent act or omission of the City Parties, except where caused by the sole negligence or willful misconduct of the City Parties.

**Assumption of Risk:** Applicant(s), individually and collectively, are aware of and assume full responsibility for the potential risks and hazards inherent in participating in the Activity, up to and including the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. Applicant(s) hereby acknowledge that participation is voluntary in this Activity and agree to assume any such risks, and understand that the City does not carry insurance to cover participants or spectators of the Activity.

**Binding:** Applicant is expressly authorized to bind each and all of the members of applicant's group or organization.

**False Information:** Applicant(s) each agree that the City will not be responsible for any consequences arising from providing incorrect, inaccurate, and/or false information given at the time of submission of this Waiver and Liability Release form.

**Failure to comply with all City of San Marcos' rental policies, procedures, ordinances, laws, etc. may result in loss of your deposit and/or your event being cancelled early or entirely.**

Date \_\_\_\_\_