

## 2024 GROUP PICNIC AREA RENTAL APPLICATION

Event Date\*: \_\_\_\_\_ Event Title: \_\_\_\_\_ Estimated # of Guests: \_\_\_\_\_ (maximum 100)

Applicant Last name: \_\_\_\_\_ Applicant First Name: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Do you have a valid IVGID Recreation Pass w/ Beach access?  YES  NO

IVGID PASS #: \_\_\_\_\_ Applicant's Parcel #: \_\_\_\_\_

Insurance Policy #: \_\_\_\_\_ **OFFICE USE Notes:** \_\_\_\_\_

\* Group Picnic Reservation are unavailable June 28 through July 7, 2024

### 1. Location

Group Picnic Area	Location	Selection
Preston Park	BBQ	
Village Green	BBQ	
Incline Park	BBQ	
Burnt Cedar	Center BBQ East End	
Incline Beach	Center BBQ Creekside	
Ski Beach	Volleyball (grass) BBQ Bocce Ball BBQ	
Recreation Center	Bocce Ball Court	

### 3. Fees\*\*

Location	Days	Time	Standard	Resident	
Preston	Mon-Sun	AM/ PM	\$125	\$80	
		All Day	\$185	\$130	
Village Green	Mon-Sun	AM/PM	\$100	\$75	
		All Day	\$125	\$100	
Incline Park	Mon-Sun	AM/PM	\$100	\$75	
		All Day	\$125	\$100	
All Beaches***	M-Thur	AM/PM	N/A	\$125	
		All Day	N/A	\$180	
		F, S, S	N/A	\$180	
Rec Bocce Ct	Any	Hourly	\$30	\$25	
		(per court):	AM/PM	\$120	\$100
		(All 4 courts):	All Day	\$480	\$400

\*\* A \$250 security fee will be charged for all picnic rentals when the facility and the grounds around the facility are not clear of all debris and personal belongings or if WCSO is called to the event.

### 2. Time

Time	Selection
AM (8am - 2pm)	
PM (3pm - 8pm)	
All Day (8am - 8pm)	
Bocce Hourly: _____ to _____	
Bocce Ball Rental? \$20/SET Y N	

### 4. Guest Beach Access

Guest List	Selection
Provided at time of application	
To be provided to the beach gate. Must be provided day of and prior to guests' arrival. MUST be 50 people or less	

Guest Access	Payment	Select
Credit Card	Talley & payment taken at the gate	
Punch Card	Talley & payment taken at the gate	
Guest self-pay	Payment taken upon entry	

## EVENT DETAILS

Department head approval is required 30 days in advance for catering and alcohol sales & service. \*\*\*

Additional permits may apply.

Will the event be catered?:  YES  NO Will alcohol be served?:  YES  NO

Will alcohol be sold?:  YES  NO Liquor License#: \_\_\_\_\_

\*\*\*Department Head Approval: \_\_\_\_\_ Date: \_\_\_\_\_



**The person signing this Agreement, and the organization on whose behalf the facility rental is being made if applicable (collectively, “User”), is responsible for compliance with this Agreement. Please read carefully and sign the signature page at the end of this document.**

### **A. Facility Rental Rules and Fee Provisions**

1. The facility will not be considered rented until (a) User delivers to IVGID a signed copy of this Agreement, certificate of insurance upon request, the full amount of any fees due for the rental, and any other items deemed necessary by IVGID; and (b) IVGID, in its sole discretion, approves such rental in writing.
2. The charges for facility rental must be paid at the time of booking. To be eligible for any Incline Village "Resident" rental rates, the applicant must hold and provide staff with a valid IVGID Resident Photo ID, and be current in all recreation fees and assessments. IVGID may charge an additional reasonable fee to User if the event continues past the ending time stated in this Agreement without prior written approval from IVGID.
3. User represents, by signing this Agreement, that they are at least 18 years of age and authorized to execute this Agreement on their own behalf or on behalf of the entity which is the subject of this Agreement.
4. After submitting this Agreement and paying the associated fee, User will receive confirmation from IVGID staff that the requested facility will be made available on the date requested. Confirmation does not guarantee facility availability in the event that circumstances beyond IVGID’s reasonable control prevent the facility’s availability (i.e. weather, vandalism, and/or other factors). IVGID reserves the right to cancel any scheduled use of a facility due to unforeseen circumstances outside of IVGID’s control. IVGID will not be responsible for any cost(s) incurred as a result of such cancellations.
5. Should an event be canceled by the User more than 30 days prior to the scheduled date, all fees paid to that point will be refunded. Should User cancel the scheduled event within 30 days of the scheduled date, User will forfeit 50% of the fees paid to that point. If User needs to cancel a scheduled event on the day of the reservation, for weather or other emergency purposes, IVGID will work with User to reschedule the event for a mutually agreeable date and time. However, should the parties not be able to reach an agreement on a rescheduled date and User proceeds with same-day cancelation, User will forfeit any fees pre-paid in connection with the rental.
6. User shall use the facility only for the purpose stated in this Agreement. In the event that the facility is left damaged or User leaves the facility in a condition other than its original condition, User agrees to pay a liquidated damage totaling \$500.00, to account for staff time, administration costs, loss of use, and other economic damages of a type and amount impossible to ascertain with certainty in advance. The Parties agree that such liquidated damages represent a fair, reasonable, and appropriate estimate of the economic loss to IVGID; that such liquidated damages are intended to represent estimated actual damages, and not as a penalty; and that User shall pay such liquidated damages without limiting IVGID’s right to pursue other legal remedies as may otherwise be appropriate. IVGID further reserves the right to charge an advance security deposit, in addition to the standard facility rental fee, for certain event types.
7. User shall not use IVGID’s name or address to suggest endorsement or sponsorship of the event without prior written approval in accordance with IVGID Policy and Procedure No. 113. User’s publicity for the event, if any, shall clearly and accurately identify the name of the sponsoring organization or individual.



8. User shall comply with all local, state, and federal laws and regulations related to the use of the facility. User agrees to abide by all applicable federal and state accessibility standards and regulations.
9. User agrees to observe the principle of nondiscrimination in public accommodation, and will not discriminate against any person in the full use and enjoyment of the facility on the basis of race, color, religion, sex, sexual orientation, ancestry, national origin, handicap or disability, use of service animals, receipt of public assistance, or other protected classification.
10. User shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility. In no event may User admit a number of individuals greater than that permitted by the Fire Marshal for the facility.
11. Gambling and smoking of any kind are not permitted at the facility.
12. Lighted candles or flames are only permitted in the facility with prior written approval of IVGID staff.
13. No animals are permitted at the facility, with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
14. Should IVGID believe that there is a potential danger to persons or property, or violation of local, state, and/or federal laws, or IVGID rules and regulations based on activities at a given function, then IVGID reserves the right to terminate the function immediately or while it is in progress. Fees are nonrefundable if the event is terminated in IVGID staff's discretion due to a risk of danger to person or property, violation of law or IVGID rules or regulation, or if the sheriff's department is called to the event.
15. The person executing this Agreement is committing to being on-site during the entire event. Should the person signing this Agreement represent that they are subject to reduced resident rates, but not be on-site at any point during the event, IVGID shall assume that fraudulent use of recreation privileges has occurred. False or misleading information to attain resident rates at IVGID facilities will be grounds for voiding all recreation privileges issued against the parcel. IVGID also reserves the right to pursue any other appropriate legal action.
16. User understands that their scheduled time slot includes set-up and clean-up. Neither User nor any person associated with User's scheduled event will be permitted access to the facility prior to or after the reserved event time period. User shall be responsible for arranging access during the time requested for entry and exit of the facility. User shall not enter, prepare, or make any changes to the facility prior to the contracted start time, unless User first obtains written approval from IVGID to do so.
17. User shall be responsible for picking up the keys to the rented facility, if any, from IVGID prior to the event. User shall return the keys immediately following the event to IVGID. Lost keys may result in a fee to replace the keys and/or rekey the locks if necessary.
18. User shall not store any equipment or materials at the facility or on adjoining IVGID property without the prior written approval of IVGID staff.
19. User shall not remove, relocate, or take IVGID property outside of the facility for any reason without prior written approval of IVGID staff.



20. Under no circumstances shall User sublease or allow any other organization or individual to use the rented facility for the period for which User has contracted.

21. User shall be responsible for all cleanup of the facility at the end of the rental. User shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the facility, leaving the Facility clean and free of all trash, litter, and personal belongings. User shall also leave all fixtures, if any, in good working condition.

22. It is further understood that should janitorial fees, repair fees, or security deposit rates change after this application is submitted, but before the event date, prevailing fees and rates at the time of the event will be applicable. This provision will not apply to rental fees paid at the time of the submittal of this Agreement.

23. Without prior written approval from IVGID, User shall not drive or permit to be driven any nails, hooks, tacks, screws, poles, stakes, or other forms of fasteners into any part of the facility, and shall not make or allow to be made any alterations of any kind therein.

24. User is solely responsible for supervising all individuals at the facility and adjoining property during the event. IVGID is not responsible for providing this supervision.

25. IVGID may evict individuals from the facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental to IVGID's operations in any way.

26. IVGID reserves the right to impose additional requirements under this Agreement as deemed necessary to protect the health, safety, or welfare of the community.

27. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **B. Insurance and Indemnification**

1. User shall indemnify, defend, and hold harmless IVGID and its officers, employees, and agents from and against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person(s) or damage arising at any time during, and/or arising out of or in any way connected with, User's use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of IVGID or its officers, employees, or agents.

2. IVGID does not carry insurance to the benefit of any parties utilizing an IVGID facility, by virtue of this Agreement or otherwise. User must hold adequate general liability insurance for bodily injury, as established below, for the date of the event covered by this Agreement, unless (a) the event consists of a group of 50 or fewer people, and no alcohol will be served; or (b) this requirement is expressly waived in writing by IVGID's General Manager or designee prior to the event date.

a. Required Coverage: User shall provide proof satisfactory to IVGID of an event insurance policy that provides commercial general liability coverage of at least \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, at least as broad as Insurance Services Form CG 00 01. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this event (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If the event includes athletic



activities, User shall provide evidence of that the policy includes coverage for injuries to athletic participants and also provide evidence of Participant Accident Insurance. If User's use of the rented facility involves service of alcoholic beverages, the general liability insurance shall also include host liquor liability coverage.

b. Required Insurance Provisions: Insurance carriers shall be licensed or authorized to do business in Nevada. IVGID and its officials, officers, employees, agents, and authorized volunteers shall be named as Additional Insureds on User's policy, and such coverage provided to IVGID as an Additional Insured shall apply on a primary and non-contributory basis. A waiver of subrogation endorsement in favor of IVGID shall be provided on User's policy.

c. Additional Information: Requirements of specific coverage features or limits contained in this Section B.2. are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the User maintains higher limits than the minimums shown above, IVGID requires and shall be entitled to coverage for the higher limits maintained by the User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to IVGID.

3. In consideration of this Agreement, the User agrees to waive all rights of subrogation against IVGID and its officers, officials, agents, and employees for losses arising from the User's and its guests' use of IVGID's facilities.

4. User shall report any personal injuries or property damage arising at any time during and/or in any way connected with User's use or occupancy of IVGID facilities to IVGID staff, in writing and as soon as practicable.

5. User waives any right of recovery against IVGID or its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond IVGID's control. User shall not charge results of "acts of God" to IVGID or its officers, employees, or agents.

6. User waives any right of recovery against IVGID or its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with User's use or occupancy of the facility and adjoining property, even if IVGID or its officers, employees, or agents seek recovery against User.

### **C. Provisions Specific to Group Picnic Area Rental (Preston & Incline Parks, Village Green, IVGID Beaches)**

1. Group picnic area reservations do not allow for inflatables (bounce houses, slides, etc.), livestock, amplified sound, or other attractions or entertainment. Prior written approval by IVGID is required for any such additional entertainment option, and additional permits and insurance requirements may apply. IVGID reserves the right to terminate an event if an inflatable, livestock animal, amplified sound, or unauthorized activity is occurring without prior written approval.



2. Only outside catering services by entities appearing on IVGID's approved caterer list are permitted at the group picnic area sites. Outside catering must be approved no less than 30 days before the event. For information about IVGID's approved catering list, please call 775-832-1310.

3. All non-catered cooking must be done on IVGID-supplied barbecue units and/or privately owned gas barbecue appliances. No privately owned charcoal barbecue units will be permitted on site. IVGID is not responsible for damage to any privately owned appliance or equipment used at the event.

4. Glass containers of all kinds are prohibited at all beach facilities at all times.

5. Weddings in the picnic areas require additional permits, and must be pre-approved by IVGID Parks and Recreation management staff. Weddings in the picnic areas are to be informal gatherings with no setup of tables, chairs, or floral displays beyond those specifically allowed in the picnic areas.

6. No electrical outlets/power will be provided.

7. Additional permits and insurance requirements may apply to facility rentals which involve athletic or inherently dangerous activities.

***I have read and indicate by my initials that I understand the statements on this form. I agree to all conditions of this contract and indicate so by my signature and date below.***

**Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_