
Spalding Community Service District

POLICY HANDBOOK

POLICY TITLE: Use/rental of District Facility
POLICY NUMBER: 3400

3400.1 *The District owns and operates various facilities to carry out its mission. The District has determined that the public or other entities may be considered to rent or use facilities that have been identified as appropriate for such use. The Board of Directors of the District reserve the right to limit or prohibit use of facilities as may be necessary from time to time. The District's procedure for use of facilities is as follows:*

3400.1.1 *Organizations or individuals shall submit requests to the District's General Manager in advance (thirty calendar days or more) for use of one or more facilities. The request shall include the date(s), times and proposed uses including information deemed pertinent by the General Manager in order to verify that the use is acceptable. The General Manager will notify the applicant of approval or denial of the request within 15 days unless more information is required for a decision.*

3400.1.2 *Organizations or individuals whose request is denied by the General Manager may request a hearing with the District Board of Directors for reconsideration of their request. A hearing shall be held within thirty (30) days of receipt of such a request in writing outlining the reasons for the request and any explanation of the factors appealed by the applicant.*

3400.2 *The Board of Directors may establish a user fee and deposit fee schedule for various facilities by resolution using criteria and costs borne by the district for operation and maintenance of such facilities. The user fee may be adjusted from time to time to reflect changes in costs of use and maintenance of the facility and may include discounts or no charge (i) for community activities which would have a direct benefit to the District and/or its customers or (ii) to public or non-profit organizations for non-political or non-commercial uses.*

3400.2.1 *District staff shall collect a deposit and estimated user fee in advance of reserving a facility. The deposit shall include a reasonable estimate of the clean up and administrative time for handling the reservation. The deposit may be refundable to the extent that clean up costs are less than the deposit, minus the administrative processing costs.*

3400.3 *A priority schedule for use of facilities may be established using the following general criteria:*

- A. *Use by the Registrar of Voters for elections.*
- B. *Community activities which would have a direct benefit to the District and customers.*
- C. *Public or non-profit organizations for non-political or non-commercial uses.*

- D. *Commercial or private uses to the extent that other users have not expressed an interest in use of the facility for that date at least thirty (30) days in advance.*

3400.4 *Any organization or individual requesting use of District facilities shall be required to provide special liability insurance coverage, on a form acceptable to the District, or compensate the District for special use insurance coverage if deemed necessary by the District. Any organization or individual requesting use of District facilities shall execute a waiver of liability form as deemed necessary by the District for each event in advance of final approval of the use of the facility.*

3400.4.1 *In the event an organization or individual requesting use of District Facilities for (i) community activities which would have a direct benefit to the District and/or its customers, or (ii) for non-political or non-commercial uses is unable to provide insurance coverage pursuant to Section 3400.4, the community organization and every individual entering District facilities for either the purpose of (i) community activities which would have a direct benefit to the District and/or its customers, or (ii) for non-political or non-commercial uses, shall be required to execute a waiver of liability form for each event in advance of the use of the facility in order to comply with this Section.*

3400.4.2 *All organizations or individuals subject to section 3400.4.1 of this Policy shall complete the form of Release and Assumption of Risk form attached hereto as Exhibit A.*

3400.5 *All requesting organizations will be required to comply with federal, state and local laws in the use of District facilities. If special permits such as large gathering permits, fire or building code or use of alcohol permits are required, any preliminary approval of a use will be contingent upon satisfactory proof of compliance with all permit requirements before a final approval will be issued. Failure to complete final permits requirements shall be grounds for rejection or revocation of use approval and grounds for denial of future use requests.*

3400.6 *All persons requesting use of District Facilities will complete the District Special Events Application, sign the Hold Harmless Agreement and sign the Alcohol Policy acknowledging the contents (see attached).*

ALCOHOL POLICY

Spalding Community Services District requires a signed copy of its alcohol policy on file prior to your event.

It is understood and agreed that Spalding Community Services District bears no responsibility for the purchase, distribution or effects of alcoholic beverages served or consumed at private parties, receptions or gatherings of other kinds held on the District premises.

While Spalding Community Services District does not encourage the use of alcohol at private functions involving the District facilities, it will grant permission for the reasonable and lawful consumption of such beverages when and only when the sponsoring party agrees to assume full responsibility in accordance with the laws of the State of California. Consequently, the sponsoring party must take reasonable care to prohibit the consumption of any alcoholic beverages by minors or other persons who might injure themselves or others as a result of such consumption. This may include, but is not limited to, the following steps:

1. Securing the services of certified bartenders to responsibly dispense beverages as well as clean up empty cups, cans, bottles, etc..
2. Paying for authorized security personnel to oversee the event, as required by Spalding Community Services District.
3. Placing alcoholic beverages in secure and controllable areas.
4. Refusing service to anyone who is, or appears to be, intoxicated.
5. Taking steps (such as: calling a cab, arranging a ride, notifying Lassen County Sheriff and/or the Highway Patrol, etc.) to prevent intoxicated persons from operating motor vehicles.
6. Providing non-alcoholic beverages to guests at all times.
7. Ending the distribution of alcohol one hour before the conclusion of the event.
8. Informing all appropriate personnel and participants of these measures and rules.

Date _____

Signature of Applicant _____

RETURN ORIGINAL TO

Spalding Community Services District, 502-907 Mahogany Way, Susanville, CA 96130

SPECIAL EVENT POLICY

The following guidelines are fixed by resolution of the Spalding Community Services District Board and are offered to assist you in planning your activity, which may impact public property. All such applications must be submitted to the District Office a minimum of thirty (30) days in advance of your special event.

All events proposed to be held on District property are subject to the following provisions:

1. Complete the Application Form and submit to the District Office with a \$25 application fee.
2. Special Event Applications will be reviewed by the District and an estimated cost to the District will be provided to the applicant.
3. Before approval, a cleaning deposit of \$100 and evidence of insurance is required. In the event a fee waiver is approved by the Board, the District must be named in promotional material as a co-sponsor of the event. A copy of such promotional material must be on file with the District.
4. Payment of \$25 per hour is required to rent the Hall, \$100 minimum. An additional charge of \$15 per hour will be assessed for the use of kitchen facilities. A utility surcharge of \$50 will be assessed for any event lasting more than four (4) hours.

CLEANING DEPOSIT: A cleaning deposit in the amount of \$100 is required upon approval of your event request. It is fully refundable if the public area/facility is left in its original condition.

CERTIFICATE OF INSURANCE: Evidence of insurance is required for activities planned on District property. Liability coverage that meets the requirements of a minimum amount of \$1,000,000 must be submitted upon approval of the event.

SAFETY REQUIREMENTS: A minimum of one district approved security guard for events of less than one hundred is required for all events. One additional security guard is required for more than one hundred. The maximum number of persons allowed in the hall for events is 150.

Deposit Received _____ Application Fee Paid _____ Insurance Cert. Rcvd _____
SPECIAL EVENT APPLICATION
(Please submit with \$25 application fee)

Group/Organization: _____

Contact: _____

Address: _____

City and Zip Code: _____

Phone: (day) _____ (cell) _____

Email: _____

Requested Day/Dates: _____ Fee(s) Rec'd _____

Setup Time _____ Event Time _____ Clean-up Time _____

Briefly describe the planned event: _____

Briefly describe the area you plan to use: _____

Estimated Attendance: _____ Will alcohol be served? YES _____ NO _____

Additional Requests: (Please check all that apply.)
Access to Water _____ Use of Kitchen Facilities _____
Tables _____ Quantity _____
Trash Bins _____ Quantity _____
Recycle Containers _____ Quantity _____
Electrical (30/100amp) _____

HOLD HARMLESS AGREEMENT

I, the undersigned, shall indemnify, defend, and hold harmless the Spalding Community Services District and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with user's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, regarding use of the heretofore described event, except such loss or damage which was caused by the sole negligence or willful misconduct of the Spalding Community Services District. I also agree to provide Evidence of Insurance for \$1,000,000 minimum liability naming the Spalding Community Services District as additionally insured.

I understand that this request is subject to approval of the Spalding Community Services District and may require fees as outlined in the Special Event Policy provided to me with this application.

_____ Date

_____ Signature of Applicant

RETURN ORIGINAL TO
Spalding Community Services District, 502-907 Mahogany Way, Susanville, CA 96130

SPALDING COMMUNITY SERVICES DISTRICT

RELEASE AND ASSUMPTION OF RISK

IMPORTANT – PLEASE READ THIS FORM COMPLETELY AND CAREFULLY

In consideration for the permission to enter the facilities and use the property of the Spalding Community Services District (the “District”) for the limited activity of _____ (the “Activity”) on _____ (Today’s Date), the undersigned (“Participant”), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees:

1. To assume any and all risks involved in or arising from Participant’s presence upon the District’s facilities and/or use of the District’s property while engaging in the Activity. Participant acknowledges that the risks include, without limitation, the risks of death, bodily injury or property damage resulting from entering the District’s property, or the negligence or deliberate acts of another person.

2. To voluntarily and irrevocably release and forever discharge the District and all successors, assigns, directors, employees, volunteers (collectively, the “Released Parties”) from, and agree not to sue the Released Parties on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses arising out of Participant’s presence upon the District’s facilities and/or use of the District’s property while engaging in the Activity, including, without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of the District, including strict product liability or any other liability without fault.

3. To indemnify and defend the Released Parties against and hold harmless from any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney’s fees, which in any way arise from Participant’s presence upon the District’s facilities and/or use of the District’s property, whether or not caused by the negligence or other fault of the District or other participants in the Activity.

4. To pay for any and all damages to the District’s facilities or property caused by Participant, negligently, willfully, accidentally, or otherwise.

BY SIGNING THIS RELEASE AND ASSUMPTION OF RISK, I AGREE THAT I HAVE READ THE ABOVE STATED, UNDERSTAND ITS TERMS, AND AGREE TO BE BOUND BY THOSE TERMS INCLUDING THE TERMS WHICH SIGNIFICANTLY LIMIT MY LEGAL RIGHT TO SUE. I UNDERSTAND THAT BY SIGNING THIS RELEASE AND ASSUMPTION OF RISK, I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS RELEASE AND ASSUMPTION OF RISK. I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND BINDING UPON ME, AS WELL AS MY HEIRS, SUCCESSORS AND/OR ASSIGNS.

Participant Name

Date

Exhibit A – Form of Release and Assumption of Risk

**SPALDING COMMUNITY SERVICES DISTRICT
RELEASE AND ASSUMPTION OF RISK
IMPORTANT – PLEASE READ THIS FORM COMPLETELY AND CAREFULLY**

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2. To voluntarily and irrevocably release and forever discharge the District and all successors, assigns, directors, employees, volunteers (collectively, the “Released Parties”) from, and agree not to sue the Released Parties on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses arising out of Participant’s presence upon the District’s facilities and/or use of the District’s property, including, without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of the District, including strict product liability or any other liability without fault.
3. To indemnify and defend the Released Parties against and hold harmless from any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney’s fees, which in any way arise from Participant’s presence upon the District’s facilities and/or use of the District’s property, whether or not caused by the negligence or other fault of the District or other participants.
4. To pay for any and all damages to the District’s facilities or property caused by Participant, negligently, willfully, accidentally, or otherwise.

BY SIGNING THIS RELEASE AND ASSUMPTION OF RISK, I AGREE THAT I HAVE READ THE ABOVE STATED, UNDERSTAND ITS TERMS, AND AGREE TO BE BOUND BY THOSE TERMS INCLUDING THE TERMS WHICH SIGNIFICANTLY LIMIT MY LEGAL RIGHT TO SUE. I UNDERSTAND THAT BY SIGNING THIS RELEASE AND ASSUMPTION OF RISK, I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS RELEASE AND ASSUMPTION OF RISK. I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND BINDING UPON ME, AS WELL AS MY HEIRS, SUCCESSORS AND/OR ASSIGNS.

Participant Name

Date

Spalding Community Service District

POLICY HANDBOOK

POLICY TITLE: Policy on Unruh Civil Rights Act and ADA
POLICY NUMBER: 5090.

5090.1 Policy Statement

The Spalding Community Service District is committed to providing full and equal accommodations, advantages, facilities, privileges, and services to all individuals, free from discrimination or harassment. This policy affirms the District's commitment to complying with the California Unruh Civil Rights Act (Civil Code § 51 et seq.) and the Americans with Disabilities Act (ADA) and all corresponding state and local accessibility laws.

5090.2 Scope

This policy applies to all aspects of the District's operations, including its physical premises, services, digital platforms, and interactions with the public.

5090.3 No person shall be subjected to discrimination or unequal treatment on the basis of any protected characteristic, as defined in the Unruh Civil Rights Act.

5090.4 The District will ensure that its facilities, services, and digital platforms are accessible to individuals with disabilities and will provide reasonable accommodations to qualified individuals, unless the accommodation would cause the District undue hardship.

5090.5 The provisions of this policy are intended to comply with all requirements of the California Unruh Civil Rights Act and the Americans with Disabilities Act. To the extent that any other policy, procedure, or practice of the District conflicts with or provides a lower standard than the requirements of the Unruh Civil Rights Act or the ADA, the terms and protections of the Unruh Civil Rights Act and the ADA shall govern.