

# PUBLIC USE OF DISTRICT FACILITIES APPLICATION & AGREEMENT



Securing Your Water Supply

Please print legibly in ink.

## PART I. CONTACT INFORMATION

PRIMARY CONTACT NAME

NON-PROFIT#

AGENCY or ORGANIZATION

MAILING ADDRESS

PHONE ( )

EMAIL

TYPE OF AGENCY/ORGANIZATION:

- Government agencies, political subdivisions of the State of California, or public water and/or wastewater entities  
 Non-profit organizations with proof of non-profit status  Other Please Explain:

## PART II. FACILITY, DATES & TIMES REQUESTED

FACILITY REQUESTED: (check one)

- Community Room – Theater Seating - 98  Public Conference Room (Operations Center) – Conference/Horseshoe Style - 16  
 Training Room – Classroom Style - 48

SINGLE USE

RECURRING USE

EVENT DATE

DAY OF WEEK

TIME

am/pm to

START TIME

am/pm

BEGINNING DATE

END TIME

am/pm

ENDING DATE

CHECK ONE  Weekly  Monthly  Other

TYPE OF EVENT:

ESTIMATED NUMBER OF ATTENDEES:

COMMENTS:

## PART III. EVENT INFORMATION

1. Is this a catered event?  Yes  No      2. Will you need use of the kitchen? \*  Yes  No

\*Additional Fee Associated – Refer to Part IV. Fee Schedule

If you answered yes to any of the above questions, please explain:

**PART IV. FEE SCHEDULE**

**Western Municipal Water District  
Public Use of District Facilities  
District Facility Fee Schedule**

**COMMUNITY ROOM**

**Maximum Occupancy: 98**

**14205 Meridian Parkway, Riverside CA 92518**

Non-refundable Application Fee	Covers costs related to administration, cleaning, and other incidental expenses	\$75
Facility Use	1 meeting	\$50 (per agreement)
Facility Use	2-5 meetings	\$75 (per agreement)
Facility Use	6-10 meetings	\$125 (per agreement)
Facility Use	11-25 meetings	\$150 (per agreement)
Facility Use	Over 25 meetings	\$200 (per agreement)
Cancellation Fee – Less than two business days' notice	Per occurrence	\$50
Staff representative	If applicable	\$50 - \$80 Per Hour
Security Service	If applicable	District Security Vendor Current Rate
False alarm	If applicable	Law Enforcement Agency Current Rate
Community Room Kitchen	Catered event	\$50 Per Use

**TRAINING ROOM**

**Maximum Occupancy: 48**

**14205 Meridian Parkway, Riverside CA 92518**

Non-refundable Application Fee	Covers costs related to administration, cleaning, and other incidental expenses	\$75
Facility Use	1 meeting	\$50 (per agreement)
Facility Use	2-5 meetings	\$75 (per agreement)
Facility Use	6-10 meetings	\$125 (per agreement)
Facility Use	11-25 meetings	\$150 (per agreement)
Facility Use	Over 25 meetings	\$200 (per agreement)
Cancellation Fee – Less than two business days' notice	Per occurrence	\$50
Staff representative	If applicable	\$50 - \$80 Per Hour
Security Service	If applicable	District Security Vendor Current Rate
False alarm	If applicable	Law Enforcement Agency Current Rate

**OPERATIONS PUBLIC CONFERENCE ROOM**

**Maximum Occupancy: 16**

**16451 El Sobrante, Riverside CA 92503**

Non-refundable Application Fee	Covers costs related to administration, cleaning, and other incidental expenses	\$75
Facility Use	1 meeting	\$50 (per agreement)
Facility Use	2-5 meetings	\$75 (per agreement)
Facility Use	6-10 meetings	\$125 (per agreement)
Facility Use	11-25 meetings	\$150 (per agreement)
Facility Use	Over 25 meetings	\$200 (per agreement)
Cancellation Fee – Less than two business days' notice	Per occurrence	\$50
Staff representative	If applicable	\$50 - \$80 Per Hour
Security Service	If applicable	District Security Vendor Current Rate
False alarm	If applicable	Law Enforcement Agency Current Rate

## PART V. RULES AND REGULATIONS

All uses are at the discretion of the General Manager, and may be prohibited if the General Manager determines that the use does not comply with these Rules and Regulations. Approved user is subject to compliance with the following Rules and Regulations. Violation of these Rules and Regulations is grounds for cancellation of reservation and revocation of user privileges. Please read and initial each section below.

1. Western Municipal Water District (WMWD or District) Facilities available for use are:
  - Community Room – 14205 Meridian Parkway, Riverside, CA 92518
  - Training Room - 14205 Meridian Parkway, Riverside, CA 92518
  - Public Conference Room (Operations Center) - 16451 El Sobrante Road, Riverside, CA 92503
    - The organization's appointed representative must sign a Public Use of District Facilities Application and Agreement.
2. Priorities of Users: District related meetings and activities have priority on the room and all reserved dates are revocable, subject to reasonable notification to the approved user. Administrative Services Manager, as duly authorized by the General Manager, reserves the right to reschedule reservations to accommodate District meetings. When scheduling the use of any designated District facility, priority shall be assigned to the following agencies and organizations in the following order: A. Western Municipal Water District; B. Local government agencies, political subdivisions of the State of California, or organizations which provide or promote public water and/or wastewater service and/or issues; C. Non-profit organizations with proof of non-profit status. Initial \_\_\_\_\_.
3. Application for Room Reservations: Government agencies and non-profit organizations wishing to request use of District facilities must do so in writing using a Public Use of District Facilities Application and Agreement as furnished by the District, and submit to Administrative Services. Individuals applying for use of any facilities must certify that they are duly appointed representatives of the applicant agency or organization. Applicants other than government agencies may be asked to provide proof of non-profit status. All facilities are reserved on a first-come, first-served basis, without regard to prior use, according to the priorities of authorized users. Initial \_\_\_\_\_.
4. Administrative Services shall determine the appropriate priority and conformance of the proposed use with District Rules and Regulations. Written notice shall be given to applicants that do not qualify under these Rules and Regulations, stating the reason(s) for denial. Applicants denied use of the room for reasons of conflict of date or time shall be given an opportunity to request a different date and time. Initial \_\_\_\_\_.
5. Approved users must name the District as an additional insured on their liability insurance policy in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, or as deemed appropriate for the event. Failure to provide the required insurance certification (including endorsements) 10 business days prior to event is grounds for cancellation of reservation. Initial \_\_\_\_\_.
6. Use of any of the designated facilities at the District is subject to charges related to the direct pass-through of administrative and other expenses incurred from use of the facilities. The District shall charge fees in accordance with its District Facility Fee Schedule. All fees are to be paid by company check at least 10 days prior to event. Any user submitting a check that is returned to the District for non-sufficient funds shall be charged a non-sufficient check return fee in accordance with District policy. Failure to submit payment of non-sufficient check and return fees are grounds for cancellation of reservation and revocation of user privileges. Initial \_\_\_\_\_.
7. Hours of use are Monday through Thursday from 8:00 a.m. to 10:00 p.m., except on scheduled Board Meeting days, and Friday, Saturday and Sunday from 7:00 a.m. to 4:00 p.m., subject to availability. Facility use requests will not be granted on scheduled Board Meeting days. The District may limit the hours of use by approved users to not more than four (4) days per month and not more than four (4) hours per use. The District reserves the right to preempt uses, subject to reasonable notification to the approved user, in the event the facilities are needed for official District business. For scheduling purposes, approved users must notify the District of cancellations at least two (2) business days prior to their scheduled meeting time, failure to do so will result in a cancellation fee. Users must vacate the room at the scheduled time. Initial \_\_\_\_\_.
8. Maintenance of Facility: User shall be responsible for maintaining any used facility in the condition in which the District, including the arrangement of furniture and equipment, maintains it. User shall also be responsible for a non-refundable Application Fee and a Facility Use Fee as required by the District Facility Fee Schedule to cover administrative costs, cleaning fees, waste disposal, and all other incidental expenses such as power or telecommunication costs. Failure to submit the non-refundable fees prior to the final submission of paperwork is grounds for cancellation of reservation. Initial \_\_\_\_\_.
9. Entering and Exiting the Facility: User shall be responsible for entering and exiting the facilities without assistance from District staff. Users may be responsible for after-hours false alarm fees incurred after scheduled hours. Access to meeting rooms will be provided only during the times requested; early arrivals are not permitted. Initial \_\_\_\_\_.

## PART V. RULES AND REGULATIONS, Cont.

10. **Room Set-Up:** Rooms are to be used in the current configurations; users are not to re-arrange furnishings. User shall be responsible for - materials needed to accommodate the scheduled use, and for removing all user-furnished equipment and materials at the end of the scheduled use. The District is not responsible for any equipment, paper goods, and sundry articles left in the room by the user. Use of any facility for storage purposes, is forbidden. User may request to use District's available audio/visual equipment for presentations. The District reserves the right to have a representative present to assist with operation of the equipment. If such representation is appointed, any cost associated with staff time may be passed through to the user. Special seating configurations may be approved if requested at least 72hours (3 business days) in advance. If such request is approved, any cost associated with staff time may be passed through to the user. Initial \_\_\_\_\_.
11. **Restoration of Material, Personal, and Property Damages:** User shall be responsible for the repair and replacement of any furniture and equipment or any other District property damaged by the user, during the user's scheduled use. Failure to submit payment for repairs and replacements may result in collection efforts up to and including small claims court action. User shall be personally responsible for personal injuries or property damages arising out of the user's scheduled use of the facility. Initial \_\_\_\_\_.
12. **District Liability/Security:** The District does not provide supervision during scheduled uses of the facilities by approved users, and shall not be responsible for loss or damage to property or persons. At the discretion of the General Manager, if District representation is appointed, any costs associated with staff time may be passed through to the user. Security is required for reservations outside of normal business hours and will be provided by the District's security vendor at their current rate. Initial \_\_\_\_\_.
13. **Notice of Emergencies:** User shall contact the District immediately by calling the District's answering service at (951) 789-5109 if an emergency arises during the scheduled use of the facility. In the event of smoke or fire, 9-1-1 must be contacted and all occupants must immediately exit the building. Initial \_\_\_\_\_.
14. **Media/Filming/Photos:** The approved user must notify the District of any and all possibilities the event may be covered by the news media. This includes but is not limited to all types of media: print media, broadcast news, and/or the internet. If the District approves media attendance, any and all interviews and/or filming must be performed only in the room reserved under the facility user agreement. The WMWD logo or name should not be visible, under any circumstance, while filming and or photographing. Initial \_\_\_\_\_.
15. **Event Advertising:** Any advertising or announcement by the approved user must include the following statement: "This program is sponsored by (approved user). Use of this facility does not constitute support of or endorsement by Western Municipal Water District." In a print advertisement or announcement, the disclaimer must be the same size as the font used to announce the location of the program. Use of designated District facilities shall not be considered an endorsement of/or approval of the activity, group or organization nor for the purposes it represents. Initial \_\_\_\_\_.
16. **Prohibited Users and Uses:** The use of District facilities for any profitable or illegal activity is prohibited. Other prohibited uses include, but are not limited to, the following:
  - Any use which interferes with, or is disruptive to, the regular conduct of District business;
  - Any use which is to promote unlawful discrimination;
  - Any use which denies use of the facility to any person because of race, religion, creed, national origin or ancestry, gender, physical or mental disability;
  - Any use which requires the payment of a fee for admittance or attendance, excluding nominal fees charged to cover meals and other incidental expenses;
  - Any use which involves the consumption or inhalation of alcoholic beverages, tobacco, narcotics, or illegal substances of any kind;
  - Smoking is not permitted on campus—By District ordinance WMWD is a tobacco-free campus;
  - Any use of the facilities by minors without continuous adult supervision;
  - Political purposes such as campaigning events, forums or debates;
  - Games of chance, lottery, gambling or any illegal activity, excluding raffles of nominal value and door prizes;
  - Wedding receptions, birthday parties, funerals, beauty pageants, and multi-level marketing meetings;
  - The placement of decorations or other objects on facility ceiling, fixtures, furniture, walls or any other District property is forbidden;
  - Animals, other than seeing eye dogs, are not permitted in any of the facilities;
  - The use of District telephones is forbidden;
  - No storage is available and equipment owned by agencies and organizations must be removed after each use of the facility;and

**PART V. RULES AND REGULATIONS, Cont.**

- **Approved and potential users are prohibited from offering or making payment directly to District employees for services rendered.**

Initial for all of number 16 above \_\_\_\_\_.

**PART VI. SIGNATURES**

**THE UNDERSIGNED** hereby states, that (s)he is the person duly authorized to make and sign this application, and that (s)he has read and understands the Public Use of District Facilities by Outside Agencies and Organizations Policy of Western Municipal Water District.

**FURTHER, THE UNDERSIGNED ACCEPTS AND AGREES AS FOLLOWS:** In consideration for the acceptance for use of the above facilities, Applicant hereby agrees to defend, indemnify, and hold harmless the Western Municipal Water District and its directors, officers, employees, and agents, against any and all claims, demands, damages, costs, and expenses, including attorney's fees, actions or liability whatsoever directly or indirectly arising out of or resulting in any way from the occupancy or use of the facility by Applicant and/or Applicant's invitees. Applicant certifies that Applicant is authorized to act on behalf of and bind Applicant's organization to the terms of this indemnification and hold harmless agreement.

**INSURANCE:** All Users must name the District as an additional insured on their liability insurance policy in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, or as deemed appropriate for the event. Failure to provide the required insurance certification (including endorsements) 10 business days prior to event is grounds for cancellation of reservation and revocation of user privileges.

**ASSIGNMENT:** User shall not assign the Agreement in whole or in part to any other person, the agents of the User excepted, to use the facility or any other portion thereof without the written consent of WMWD. The consent to one assignment shall not be deemed consent to another assignment. Any assignment without consent shall be void and shall, at the option of WMWD, terminate this agreement and is grounds for cancellation of reservation and revocation of User privileges.

By signing below, each party manifests its agreement to all of the provisions of the Public Use of District Facilities Application and Agreement.

<p><b>WESTERN MUNICIPAL WATER DISTRICT</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p>
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<p><b>APPLICANT</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p>
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**INTERNAL USE ONLY**

Receipt Number: \_\_\_\_\_

Approved:  Yes  No

Reviewed Policy:  Yes  No

Proof of Insurance due by: \_\_\_\_\_

Received:  Yes  No

Application Fee Received: \$ \_\_\_\_\_

Room Fee: \$ \_\_\_\_\_ Due By: \_\_\_\_\_

Additional Charges:  Yes  No

Description: \_\_\_\_\_

Comments: \_\_\_\_\_

Staff Signature: \_\_\_\_\_