

# LOS ALAMOS COMMUNITY SERVICES DISTRICT

82 North Saint Joseph Street  
Post Office Box 675  
Los Alamos, California 93440  
Phone (805) 344-4195 • Fax (805) 344-2908

## FERRINI PARK USE AGREEMENT

**THIS FERRINI PARK USE AGREEMENT** (this “Agreement”), dated for reference purposes as of \_\_\_\_\_, 20\_\_\_\_, is made and entered into by and between **LOS ALAMOS COMMUNITY SERVICES DISTRICT, a public agency** (“District”), and the organization or individual(s) identified as the user(s) on the signature page hereof (“User”).

### Recitals

**A.** District owns and operates that certain real property known as the Arthur Ferrini Park located in Los Alamos, California (the “Park”).

**B.** User desires to reserve the Park for its use for the purposes herein described.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and User agree as follows:

- 1. Reservation of Park.** District hereby agrees to reserve the Park for use by User, subject to the terms, covenants and conditions set forth herein.
- 2. Use Period.** The date and times for the use of the Park by User shall be as set forth on Exhibit “A” (the “Use Period”).
- 3. Use is Non-Exclusive.** User understands and agrees that (i) User’s reservation does not entitle User to the exclusive use of the Park, (ii) members of the public may use the Park during the Use Period, and (iii) the District will not restrict such use by others. Notwithstanding the foregoing, the District shall not accept any other reservations for the use of the Park that would conflict with User’s use of the Park as provided herein.
- 4. Limitations and Requirements.** The Park shall be used only for the purposes set forth on Exhibit “A”. Such use shall be subject to the limitation on the maximum number of users set forth in Exhibit “A” and to the Terms and Conditions set forth in Exhibit “B”.
- 5. Reservation Changes.** User shall not make any changes to the Use Period without District’s prior written approval. User shall notify District as soon as possible if User’s planned use of the Park changes or is cancelled.
- 6. Permits.** User shall be responsible for obtaining, at its cost, all permits and governmental approvals required in connection with its use of the Park pursuant to this Agreement.
- 7. Inspection/Condition.** User understands and acknowledges that certain risks and potentially dangerous conditions exist at the Park, many of which may not be obvious. Such conditions include but are not limited to uneven ground surfaces and gopher holes. User shall inspect the Park prior to or upon commencement of the Use Period and shall immediately report any damage, deficiencies or dangerous conditions to District. Except as so reported to District, User agrees that the Park and all facilities and items of personal property located thereon are in good condition and repair and are suitable and adequate for User’s intended purposes.

8. **Compliance with Laws.** In connection with User's use of the Park, User shall not (i) violate any law, statute, or ordinance, including but not limited to those relating to alcohol, drugs and controlled substances, (ii) create, commit, suffer or permit any waste or nuisance in, on, or about the Park, or (iii) in any way annoy or interfere with residents in the vicinity of the Park or any other Park users.

9. **Alterations.** User shall not, without District's prior written consent, make any alterations to the Park.

10. **Facilities and Services.** User acknowledges that the Park has hose bibs and electrical outlets, but does not have toilets or restroom facilities. District shall not be required to provide any other facilities or services in connection with the use of the Park by User. User shall be responsible for making arrangements for all facilities and services which may be required in connection with such use, including but not limited to the following:

- Event coordination
- Parking, valet and shuttle service
- Outdoor lighting and heating
- Audio and amplification systems
- Food and beverage catering
- Tables and chairs
- Portable toilet facilities

11. **Entry by District.** District and District's agents shall have the right to enter the Park during the Use Period to conduct inspections or to confirm User's compliance with the terms of this Agreement.

12. **Liability Release and Indemnification.** In consideration for the right to use the Park for the purposes identified herein, User hereby assumes all responsibility and liability for any and all risks, whether known or unknown, direct or indirect, latent or patent, relating to such use, including but not limited to the risks identified herein. User, on User's own behalf and on behalf of User's family, heirs, estate, successors, assigns, personal representatives, guests and invitees, hereby releases, waives, discharges and agrees to indemnify, defend and hold harmless District and its officers, directors, employees and agents from and against any and all claims, demands, damages, costs, expenses (including attorneys' fees), actions, omissions, suits, liabilities, causes of action and controversies (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of death or bodily injury that may be sustained, or property damage which may occur, and/or expenses of any kind or nature whatsoever, that may hereafter accrue, relating to or arising out of the use of the Park pursuant to this Agreement.

USER UNDERSTANDS AND AGREES THAT THE LIABILITY RELEASE SET FORTH HEREIN SHALL CONSTITUTE A FULL AND COMPLETE WAIVER OF LIABILITY. BY SIGNING THIS AGREEMENT, USER AGREES NOT TO BRING ANY CLAIM OR SUIT RELATING TO ACTIVITIES ON OR USE OF THE PARK. IN PARTICULAR, USER AGREES NOT TO BRING A CLAIM OR SUIT AGAINST DISTRICT OR ANY OF DISTRICT'S OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR: (1) A DANGEROUS CONDITION AT THE PARK, (2) PROPERTY DAMAGE, PERSONAL INJURIES OR DEATH RESULTING FROM OR RELATED TO PARTICIPATION IN ANY ACTIVITIES AT THE PARK, OR (3) ANY ACT OR OMISSION OF DISTRICT OR ANY OF DISTRICT'S OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.

13. **Insurance.** User shall obtain, at User's sole cost and expense, a policy of comprehensive general liability and property damage insurance with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00) insuring against all liability arising out of or in connection with User's use of the Park pursuant to this Agreement. Said insurance shall also insure performance by User of the indemnity and hold harmless provisions in Section 12 above, but the limits of such insurance shall not limit the liability of User hereunder. At least five (5) business days prior to the commencement of the Use Period, User shall supply District with a certificate evidencing the insurance coverage required hereunder. Said certificate shall name District and its officers, directors, employees and agents as additional insureds and shall expressly provide that the policy

evidenced by the certificate may not be cancelled or altered without at least ten (10) days' prior written notice to District.

**14. Multiple Users.** If more than one party signs this Agreement as User, all such Users shall be jointly and severally liable for the breach of any term, covenant or condition hereof, and for all damages caused or permitted by any User or the guests or invitees of any User.

**15. Obligations Upon Vacating.** At the end of the Use Period, User shall leave the Park in the same condition as it was in as of the commencement of the Use Period, reasonable wear and tear excepted. User shall deposit all trash in the waste receptacles located at the Park. Such waste receptacles will be emptied by District.

**16. Assignment.** User shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of District.

**17. Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and unenforceable to the fullest extent permitted by law.

**18. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

**19. Professional Fees.** In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

**20. Entire Agreement/Amendments.** This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, organization or entity other than the parties hereto. All exhibits attached to this Agreement are incorporated herein by reference.

**21. Governing Law.** The parties agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Santa Barbara, State of California, United States of America.

**22. Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile or email transmission, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.

*[Signatures are set forth on the following page.]*

**IN WITNESS WHEREOF**, District and User have executed this Ferrini Park Use Agreement as of the date(s) set forth below.

**“DISTRICT”**

**“USER”**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*User’s signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Printed name (and title, if applicable)*

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

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

\_\_\_\_\_  
*User’s signature*

\_\_\_\_\_  
*Printed name (and title, if applicable)*

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

# EXHIBIT "A"

**USE PERIOD:**

Event Date: \_\_\_\_\_

Event Hours (including set up and clean up): \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

**EVENT DESCRIPTION/PURPOSE:** \_\_\_\_\_

**MAXIMUM NUMBER OF USERS:** \_\_\_\_\_

**DESCRIPTION OF FOOD AND BEVERAGES:**

\_\_\_\_\_

**DESCRIPTION OF COOKING AND BARBEQUE FACILITIES:**

\_\_\_\_\_

**DESCRIPTION OF EQUIPMENT:**

- Outdoor lighting and heating
- Audio and amplification systems
- Food and beverage catering
- Tables and chairs
- Portable toilet facilities
- Other (Describe): \_\_\_\_\_

**CONTACT INFORMATION:**

**District**

Candyce Clark, Office Manager  
Los Alamos Community Services District  
82 North Saint Joseph Street  
Los Alamos, CA 93440  
Phone: (805) 344-4195  
Fax: (805) 344-2980  
Email: Candyce@dock.net

**User**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## **EXHIBIT “B”**

### **TERMS AND CONDITIONS**

The following terms and conditions shall apply to the use of Arthur Ferrini Park:

- Amplified music must be limited to a volume that will not create a nuisance or annoy residents in the vicinity of the Park. District reserves the right to terminate amplified music at any time if complaints are received from residents in the vicinity or from other members of the public.
- No open fires are permitted. Cooking and/or the use of barbeques will be permitted only as described on Exhibit “A”.
- User must conserve utilities and shall not use electricity or water in a wasteful or unreasonable manner.
- Parking is permitted in designated areas only.
- No weapons or firearms are permitted.
- District is not responsible for any lost or stolen articles.
- No confetti is permitted.