

**PARK USE PERMIT
ISLA VISTA RECREATION & PARK DISTRICT**

PART 1. TERMS AND CONDITIONS

I. PARK LOCATIONS AND DESCRIPTIONS

- A. A map and brochure showing the locations of Isla Vista's parks and recreational programs and facilities are available at the District office.
- B. All parks may be used on a "first-come, first-served" basis, unless a Park Use Permit is obtained. A permit reserves the park for the date and time specified.
- C. All parks are operated under the District Organic Policy and are pesticide free. Park users and their attendees may not bring toxic substances into any District park. A copy of the District Organic Policy is available at the District Office.

II. DEFINITIONS

A. DISTRICT.

- 1. Refers to the Isla Vista Recreation and Park District.

B. PARK USER.

- 1. The Park User is the person, (which includes a business, nonprofit, educational or government organization,) who signs this Park Use Permit.

C. DESIGNATED INDIVIDUAL.

- 1. The Designated Individual is the person specified on this Park Use Permit, who assumes on-site responsibility for an event. The Park User agrees that the Designated Individual will be present at the event site at all times during the permit period.
- 2. The Park User and the Designated Individual may be one and the same person.
- 3. If no Alcohol Permit is in effect for the event, the Designated Individual must be 18 years of age and provide I.D.
- 4. If an Alcohol Permit is in effect for the event, the Designated Individual must:
 - a) Sign the Alcohol Permit at the time the permit is issued;
 - b) Carry a copy of the Alcohol Permit on his/her person during the event, remain on-site throughout the event, and be able to show the Permit to the Foot Patrol should they request to see it.
 - c) Be over 21 years of age and provide I.D.
- 5. The Park User authorizes the Designated Individual to supervise participants in the event, including security personnel, musicians, sound crew, set-up crew, clean-up crew, etc.
- 6. The Park User agrees to forfeit 50% of the deposit if District personnel are unable to make contact with the Designated Individual during the event, after making a reasonable attempt to do so.

III. PERMITS

- A. Permits may be obtained at the District office, at 961 Embarcadero Del Mar, Isla Vista, California.

1. Permit packets may be picked up at the District office at any time during normal business hours, which are M-W-F from 9:00-5:00 and T-Th from 1:00-5:00.
- B. Completed permit applications, including receipt of deposit and all fees, must be received by the District:
 - 1) two weeks prior to the event for large events (over 50 people).
 - 2) two working days prior to the event for small events (11-49 people).
- C. No permit will be issued until the deposit and all fees have been paid and receipts and insurance certificates have been reviewed and approved.
- D. The General Manager's approval is required for a Park Use Permit for more than two consecutive days; for use on a date and/or time outside of the times presented in the permit packet; or to erect or use a temporary structure on District property.
- E. The District parks are available for festivals, provided the festivals are completely self-supporting and self-organizing.

IV. **CANCELLATIONS**

- A. The District has the right to cancel a Park User's event at any time without refund of fees if the District, in its sole judgment and discretion, determines that there is a threat of injury to either persons or property.
- B. The District has the right to cancel a Park User's event at any time during the event if the Park User violates the terms and conditions of this Park Use Permit; e.g., if the Park User exceeds the Noise Ordinance, or other conditions stated herein. A cancellation due to violation of the Park Use Permit would mean an automatic forfeiture of deposit.
- C. The District will keep one-half of the reservation fee if the User cancels *fewer than five business days prior to the event*. Exceptions may be made in the event of disaster, inclement weather, or other circumstances which are determined by the General Manager to be outside the sphere of human control. Fees and deposits will be refunded at the discretion of the District General Manager.
- D. Use of any electrical equipment must be terminated immediately in the event of rain. In this instance, fees and deposits will be refunded at the discretion of the District General Manager in conformance with Section V of this agreement.

V. **DEPOSIT REFUND**

- A. Deposits will be refunded if facilities are used in accordance with all provisions of this permit and are returned in the same condition as when they were prior to the event. The District has sole authority to determine whether or not facilities were returned to their original condition.
- B. Processing of the deposit refund begins on the Monday following a weekend event. A deposit refund usually takes 3 to 4 weeks to arrive at the District. The Park User is notified by telephone and requested to come by the District Office and sign for the refund check.

VI. **AMPLIFIED SOUND**

- A. The District's Noise Ordinance #1989-1, limits the level of amplified sound in District Parks to 90 DBA at the park boundaries, during the hours available for park rental. If the Park User receives Board approval to hold an event during

certain hours generally not available for park rental, the event may be subject to a noise limit of 85 DBA. In every case, Ordinance No. 1989-1 must be consulted and followed.

1. HOURS AVAILABLE FOR PARK RENTAL (ANISQ'OYO')

Friday	5:00 p.m. – 10:00 p.m.
Saturday	12:00 p.m. – 5:00 p.m.
Saturday	5:30 p.m. – 10:00 p.m.
Sunday	12:00 p.m. – 5:00 p.m.

B. The following conditions will be applied in the event that noise exceeds the Ordinance:

1. A verified complaint by a local businessperson or public member to the District, or a noise level overage recorded by District Staff, may result in the District and/or law enforcement officers shutting down the event without warning.
2. A verified complaint by a local businessperson or public member during or after the event, or a noise level overage recorded by District Staff, may result in forfeiture of Park User's deposit.
3. A verified complaint that a local businessperson or public member asked for the sound level to be lowered and was treated disrespectfully, may result in forfeiture of Park User's deposit.

C. The District makes a sound meter available to Park Users, so the Park User may monitor the sound level at an event.

1. The sound meter may be checked out as early as the afternoon preceding the event, (for Sunday event, meter must be checked out on Friday.) The meter must be returned on the first business day following the event. Failure to return the sound meter in a timely manner may result in partial forfeiture of User's deposit.
2. The sound level must be checked at the boundary of the park closest to the noise source (at Anisq'Oyo' Park, the closest boundary is the fence directly behind the stage).

VII. ADDITIONAL INSURANCE

A. A Park User which is a business, nonprofit, educational or government organization must provide the District with a Certificate of Insurance, naming the District as a named insured or additional insured on your policy for the specific day of the event.

1. Coverage must include accident and comprehensive public liability in the amount of \$1,000,000.
2. The Certificate must be provided at Park User's expense.
3. **Certificate must be received by the Park District Office no later than 7 days prior to the event.**

B. All bouncer toys and other play equipment and services brought into the park for public use require a certificate naming the District as additional insured in accident and comprehensive liability with limits at no less than \$1,000,000. If the equipment or service is rented, the certificate is generally supplied by the rental company. The Park District must receive the certificate no later than 7 days prior to the event, or the equipment will not be allowed in the park.

VIII. ALCOHOL

A. Possession and use of alcohol are prohibited in parks designated by ordinances adopted by the District Board of Directors and the County Board of Supervisors.

B. An Alcohol Permit can be obtained from the District office, in conjunction with this Park Use Permit, at a cost of \$10.00, which allows the public to possess and consume alcohol inside a designated park, during a single event. (For smaller events, the cost varies, see Section XXIII. FEE SCHEDULE.)

1. The Alcohol Permit does not allow the public, including event organizers, to possess and consume alcohol during the clean-up period, or at any other time except the hours designated on the Alcohol Permit.

2. An Alcohol Permit does not allow alcohol to be sold, dispensed or furnished in District Parks or County Parks. No kegs are allowed in District Parks or County Parks

3. The Park User/Designated Individual is responsible for making those attending an event aware of the permit conditions.

a. If underage people are drinking in the park, the Foot Patrol can arrest them.

b. If people are drinking outside the park boundaries, the Foot Patrol can arrest them.

4. If an alcohol permit *has not been obtained*, the User is responsible for informing those attending that no drinking is allowed.

a. If people are drinking in the park at an event which has no Alcohol Permit, the Foot Patrol can arrest them.

5. The Alcohol Permit process requires the Park User to obtain a signature and orientation session from the Park Rentals Coordinator.

a. The Alcohol Permit must be signed by the Designated Individual and a District Staff member.

b. The Designated Individual must be over 21, and must be able to present an ID (Driver's License) as proof of age.

c. The Designated Individual must carry a copy of the Alcohol Permit on his/her person during the event, and be ready to present it to the Foot Patrol upon request, along with an ID (Driver's License) as proof of age.

d. The Designated Individual is responsible for making sure no one under 21 years of age is drinking alcohol at the event. The Designated Individual or an assigned monitor may ask to see a Drivers License or other form of I.D. as proof of age. Underage persons can be cited by the Foot Patrol for drinking at the event, in which case the District will withhold the deposit.

e. The Designated Individual is encouraged to assign monitors to watch for problems associated with alcohol consumption, such as underage drinking, unruly behavior, altercations, heckling the performers, etc.

f. The Designated Individual is responsible for calling the Foot Patrol should any problems or altercations arise as a result of alcohol consumption. The Foot Patrol can be reached at 681-4179, or call 911. The Designated Individual is required to carry a cell phone during the

event, for purposes of calling law enforcement. Failure to call the Foot Patrol should a problem arise, or failure to use proper discretion in these matters may result in forfeiture of deposit.

g. The undersigned Designated Individual understands that he/she may not become inebriated at the event, so that he/she is able to carry out his/her responsibilities as outlined in this Permit.

5. For large events (50+ people) the District requires that the Alcohol Permit be completed and hand delivered to the Foot Patrol two weeks prior to the event.
6. For small events (11-49 people) the District requires that the Alcohol Permit be completed two working days prior to the event (District Staff will FAX the Alcohol Permit to the Foot Patrol.)
7. For very small events (10 people and under) the Park Use Permit and deposit may be waived at the District's discretion, and a Short Alcohol Permit may be issued at a cost of \$10 (for one person) or \$35 (for 2-10 persons), which may be purchased and completed at the Park District on the same day as the event.

IX. **PARKING**

A. Vehicles are not allowed to park on District-owned property. Parking vehicles in parks or in unauthorized areas may result in a complete forfeiture of the deposit. **With permission of the District, vehicles may be parked in the driveway behind Anisq'Oyo' restrooms for loading and unloading of equipment only. Vehicles may not be left in driveway during event (fire lane).**

X. **ADMISSION CHARGES**

A. No one may charge admission for an event held in a park, nor may they erect barriers to limit public access without first obtaining Board permission. Required donations are considered an admission charge.

XI. **VENDORS AND DISTRIBUTION OF FOOD**

A. The Park User is responsible for all vendors (information, craft, and food booths) who set up stands within the "reserved area". Vendors may establish and collect their own fees. Park users may charge vendor fees.

B. The Park User is responsible for ensuring that vendors have obtained all sales and health permits required by County and State agencies.

1. All County, State and Federal regulations and policies and statutes apply for distribution of prepared or packaged foods.
2. A Health Permit must be obtained from the County of Santa Barbara Environmental Health Department for prepared foods. A copy of the permit must be filed with the Park District no later than the five days prior to the event. Dispensing food without a permit may result in forfeiture of the deposit and the Park User may be cited by the County. For information on how to obtain a Health Permit, call SB County Environmental Health at 681-4916.

C. The Park User is responsible for informing vendors about the District's vendor booth policy.

1. Violation of the policy by a vendor under the Park User's supervision may result in partial or total forfeiture of the Park User's deposit.
2. The District retains the right to shut down any vending operation that does not comply with County, State or District regulations.

D. Per Fire Ordinance No. 1999-2, food preparation requiring the use of fire may be done only on District barbecue pits. Using any other means of heating food may result in fines (County) or loss of deposit (District).

1. If the Park User wants to use a barbecue pit other than one installed in the park, he/she must obtain a Barbecue Permit from the District, (see section XV. FIRES AND BARBECUES.)
2. Possession of a Barbecue Permit does not necessarily allow the Park User to distribute food without a County Health Permit. **All food distribution at events must be approved by the Park District and the County Environmental Health Dept.**

XII. PORT-A-POTTIES

A. At the discretion of the District, the Park User may be required to rent port-a-potties for events in parks without restrooms, if the event will have a duration of over 2 hours. Port-a-potties will be rented at the Park User's expense.

XIII. FIRES AND BARBECUES

A. **No fire is permitted on District property except within a District-provided barbecue pit, unless the Park User obtains a Barbecue Permit, per Fire Ordinance No. 1999-2 .**

B. The Barbecue Permit costs \$10 and may be obtained from the Park District in conjunction with this Park Use Permit, no later than 7 days prior to the event.

1. To obtain a Barbecue Permit, the Park User must make an advance appointment to have the BBQ pit inspected by District Staff and receive an orientation regarding safe use and placement of the pit. The Park User must provide one active fire extinguisher for each BBQ pit placed within the park.

XIV. SET-UP AND BREAKDOWN OF EVENT

A. The Park User is not allowed to arrive at the park before the reserved time for set-up, except by special permission of the District.

1. For example, if the park is rented for the period 5:30 to 10:00 p.m., then the event should be scheduled to begin at 6:00 or 6:30 p.m., to allow plenty of time for set-up.
2. Bands are not allowed to test for sound or to "warm-up" in the park before the reserved time.
3. Allow ample time for a thorough clean-up at the close of your event. For clean-up requirements, see below. **Please note: Electricity will shut off automatically at the close of your rental period.**

XV. ELECTRICITY

A. There will be a charge of \$15 for any event requiring use of District electrical outlets.

B. The electricity in the Anisq'Oyo' Amphitheater is on an automatic timer. **The electricity will be set to come on at the time the park reservation is scheduled to begin, and will automatically turn off when the park reservation is scheduled to end.**

XVI. CLEAN-UP, TRASH & RECYCLING

A. The Park User will be charged for placement of trash and recycling containers and bins at large events with over 300 people in attendance and/or amplified sound, or at the discretion of District Staff.

B. Trash and recycling containers may be ordered by the Park User from **Marborg Industries at 963-1852**. Placement of trash and recycling containers must be coordinated with the District by calling the Park Rentals Coordinator at 968-2017 ext. 26.

C. At smaller events where bins are not required, the Park User will be required to separate and bag recyclables and haul them to a recycling center.

D. The Park User agrees to restore the park to its pre-event condition immediately after the event.

1. It is against the law to litter on public property [California Penal Code, Section 374.4]. Litter includes, but is not limited to, cigarettes, matches, paper, containers, packaging, wrappers, cans, bottles, bottle caps, pull tabs, wastepaper, newspapers, magazines and unclaimed items of clothing.

2. The Park User agrees to furnish trash bags and ties.

a) If District trash cans become full, the Park User is instructed to use their own trash bags, fill these with trash, seal them off and stack them neatly next to the District trash cans.

b) The Park User may not dump trash in neighboring bins or trash cans. Use of any trash receptacle outside of the park area may result in loss of deposit.

3. The Park User will be charged for any post-event clean-up by District Staff.

a) If it is necessary for District Staff to clean up after an event, the Park User will be charged at a rate of \$40/hour per worker; these charges will be deducted from the deposit.

b) The District advises that the Park User may avoid unnecessary time and/or-expense by arranging a cleanup team in advance; by making cleanup announcements over the PA system during the event; and by asking event participants to pick up after themselves.

XVII. DISTRICT STAFFING (HOST FEE) (LARGE EVENT)

A. The District will staff events with an expected attendance of over 300 people and/or amplified sound.

B. There will be a charge of \$15 per hour for District Staff to assist with trash removal, recycling, restrooms, electricity, etc.; and to make sure District terms and conditions are being met, as agreed in this Park Use Permit; and to resolve problems and answer questions that may arise during the course of the event.

1. District Staff is not responsible for cleaning the park during or after the event.

This is the Park User's responsibility, as outlined in Section XVIII.

C. In some cases where the Park User is providing liability insurance, staffing may not be required, at the discretion of the Park District.

- D. In most cases, staffing will be required for only part of the duration of the event, at the discretion of the District.
- E. **Staffing charges will be assessed following the event and charged back to the deposit.**

XVIII. FOOT PATROL STAFFING (LARGE EVENT)

A. The Park District and the Isla Vista Foot Patrol may require that the park users pay for additional law enforcement officers to patrol events. This is generally the case with very large events.

XIX. SECURITY

A. The Designated Individual is responsible for security during the event and during the clean-up period.

1. Security issues include crowd control, public safety, monitoring underage use of alcoholic beverages, and protection of District property. If the Designated Individual observes anyone at the event in violation of this Park Use Permit, including the Alcohol Permit, they are responsible for asking the individual(s) to stop this behavior or leave, and/or for reporting the incident to the Foot Patrol.

B. The Designated Individual is responsible for the actions of volunteers appointed to work at the event and for additional person(s) hired to work as security guards during the event.

C. If the Designated Individual or the security guards need assistance, they are responsible for calling the Foot Patrol at 681-4179, or calling 911 before the situation gets out of hand. Failure to use proper discretion in this matter may result in forfeiture of deposit. **The Designated Individual is required to carry a cell phone for purposes of calling law enforcement.**

XX. STAGE LIGHTING AND BOOTH LIGHTING

A. Stage and booth lighting equipment is available through the District, for the following uses only:

- 1. To light the Anisq'Oyo' Amphitheater stage.
- 2. To light information booths and food booths during events held in Anisq'Oyo' Park at-night.
- 3. District stage lighting and booth lighting equipment may be used only in the Anisq'Oyo' Amphitheater and Anisq'Oyo' Park respectively, and only by individual(s) authorized to use the Amphitheater through the Park Use Permit signed by Park User and District Staff, and only during the time allotted per the Park Use Permit.
- 4. Violation of the conditions set forth in Section XX will result in forfeiture of deposit and refusal of lighting equipment for future events.

B. Arrangements to rent this equipment may be made at the time of park rental, and no later than one week prior to the event.

- 1. All deposits and fees must be paid before lighting can be reserved.

2. All deposits and fees must be paid no later than one week prior to event.
3. Park Users who rent lighting equipment from the Park District must call to set up an appointment with District Staff one week prior to the event, to receive instruction on use and care of lighting equipment.
 - a) Failure to meet with District Staff may result in refusal of lighting equipment, as well as forfeiture of deposit.
 - b) Park User will also receive a set of written instructions to follow.
4. Lighting equipment may be picked up at the District Office by noon on the Friday prior to the event. It is necessary to call in advance to make an appointment, so the equipment will be ready.
5. Lighting equipment must be returned by noon on the Monday morning following the event.
6. Lighting equipment must be returned in the same condition as when it was rented, or deposit may be forfeited for damages.
7. Damage to or misuse of District lighting equipment per these terms will result in forfeiture of deposit. Failure to meet any and all terms stated above with regard to rental of lighting, will result in forfeiture of deposit.

XXI. HOLD HARMLESS AGREEMENT, DAMAGE AND LIABILITY

A. The Park User agrees to be responsible for any and all liability, claims, loss, demands, damages, costs and expenses, including attorney's fees, arising out of or resulting from injury to persons or damage to property which arise out of this use of District facilities, but only in proportion to and to the extent such liability, claims, loss, demands, damages, costs and expenses for injury or damage are caused by or result from the negligent or intentional acts or omissions of the Park User, its officers, agents or employees.

B. The Park User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, cause of action, suits and expenses, but only in proportion to and to the extent such claims, demands, cause of action, suits and expenses are caused by or result from the negligent or intentional acts or omissions of the Park User, its officers, agents or employees.

C. The Park User is responsible for any damage to District grounds or facilities before, during and after the event.

1. Cost of repairs will be deducted from the deposit, and the total deposit will be held until the repairs are completed.
2. If the cost of repairs exceeds the amount of the deposit, the Park User will be responsible to pay the District in full.
3. As stated above, the Park District requires the Park User to provide a Certificate of Additionally Insured to the District, by the Monday prior to the event. See additional requirements above, under Section VII. ADDITIONAL INSURANCE.

XXII. FEE SCHEDULE, Effective 7/01/05

PARK TO BE RENTED	Number of people	Rental Fee Student Grp IV Nonprofit IV Resident	Rental Fee Nonresident	Deposit
Anisq'Oyo', Small Event	Less than 300	\$50	\$120	\$150
Anisq'Oyo', Large Event	300+ / amp	\$100	\$240	\$300
All Parks ¹ , Small Event	Less than 50	\$25	\$30	\$100
All Parks ¹ , Large Event	50+	\$50	\$60	\$250
Greek Park, Small Event	Less than 100	\$25	\$30	\$100
Greek Park, Large Event	100+	\$50	\$60	\$150
Children's Park, Small Event	Less than 50	\$25	\$30	\$100
Children's Park, Large Event	50+	\$50	\$60	\$250
Rental of Booth Lighting		\$25	\$25	\$25
Rental of Stage Lighting		\$100	\$100	\$500

Alcohol Permit (Short form)	1	\$10	No Deposit
Alcohol Permit (Short form)	2-10	\$35	No Deposit
Alcohol Permit (Event)	11-Max	\$10`	Deposit + Park Fees
Barbecue Permit (Event)	Any	\$10	Deposit + Park Fees
Recycling & Trash Fee	300+ / Amp	Varies	
Host Fee	300+ / Amp	\$15/hr	
Electricity Fee	Any use	\$15	

¹ All Parks include all District and County parks in Isla Vista, with the exception of Anisq'Oyo', Children's & Greek Parks, which have separate fee schedules

**PARK USE PERMIT
ISLA VISTA RECREATION & PARK DISTRICT**

PART 3. PARK USER INFORMATION SHEET

Park Name: _____

Proposed

Event: _____

Day of week: _____ **DATE:** _____ **TIME: From** _____ **To** _____

Scheduled

Performers: _____

NUMBER OF ATTENDEES _____ **PARK USER INITIALS** _____

+++++

PARK USER: _____ **Phone:** _____

Address: _____

DESIGNATED

INDIVIDUAL: _____ **Phone:** _____

Address: _____

PLEASE MAKE DEPOSIT REFUND PAYABLE TO:

_____ **Phone:** _____

ALCOHOL PERMIT? Y N

FOOD PERMIT? Y N

ADDITIONAL INSURANCE (LIAB)? Y N
(Certificate of Insurance required)

BOUNCER OR OTHER EQUIPMENT? Y N
(Certificate of Insurance required)

SALES BOOTHS? Y N

I understand that I cannot begin amplified sound, even sound checks, before _____.

I understand that the electricity is on an automatic timer, and will be set to go on no earlier than _____.

PARK USER INITIALS _____

ALCOHOL PERMIT
ISLA VISTA RECREATION & PARK DISTRICT
 Isla Vista Recreation & Park District Ordinance #1993-2

This permit allows the public to possess and consume alcohol during the event described below. The permit does not allow alcohol to be sold, dispensed or furnished on District property. Drinking is not allowed during the clean-up period, nor outside the park boundary. Enforcement is the responsibility of the Park User/"Designated Individual" who signs the Park Use Permit.

The Park User assumes all responsibility for security, crowd control and the prevention of underage drinking at the event. The Park User agrees to notify and advise the public concerning the permit conditions.

The District requires that the Park User contact the Isla Vista Foot Patrol as a part of the permitting process. By signing this permit, the "Designated Individual", so named in the Park Rental Agreement, accepts responsibility for compliance with all permit conditions.

In addition to clean-up responsibilities described in the Park Use Permit, the Park User agrees to clean up all alcoholic beverage packaging and litter in the park after the event. Additional clean-up by District personnel will be charged at the rate stated in the Park Use Permit.

<input type="checkbox"/> ANISQ'OYO' PARK	<input type="checkbox"/> GREEK PARK	<input type="checkbox"/> SUEÑO ORCHARD
<input type="checkbox"/> LITTLE ACORN PARK	<input type="checkbox"/> ESTERO PARK	<input type="checkbox"/> TIERRA DE FORTUNA
<input type="checkbox"/> PEOPLE'S PARK	<input type="checkbox"/> CHILDREN'S PARK	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> PERFECT PARK	<input type="checkbox"/> SUEÑO PARK	_____
<input type="checkbox"/> PELICAN PARK	<input type="checkbox"/> SEA LOOKOUT PARK	

DATE OF EVENT: _____ TIME: _____ NUMBER _____ ↓

ParkUser Initials _____ ↑

DESCRIPTION OF EVENT _____

X _____
 DESIGNATED INDIVIDUAL (Must be over 21) DATE

 DESIGNATED INDIVIDUAL - PRINT NAME PHONE NUMBER

X _____
 ISLA VISTA FOOT PATROL SUPERVISOR DATE

X _____
 IVRPD STAFF DATE

