ISLA VISTA RECREATION & PARK DISTRICT
961 EMBARCADERO DEL MAR, ISLA VISTA, CA 93117
www.ivparks.org 805-968-2017 FAX 968-2829

Park Rental User Agreement

Isla Vista Recreation & Park District

I.V.R.P.D. phone number: (805)968-2017
Saturdays Contact Carlos at: (805)696-8864
OR the Park Ranger: (805)696-8890

PARK RENTER INFORMATION SHEET

Park to be Rented:

☐Anisq'Oyo'	☐Greek	☐Tierra de Fortuna
☐Little Acorn	☐Estero	☐Camino Pescadero
☐People's	☐Children's	☐Pardall Gardens
☐Perfect	☐Sueno	☐Trigo-Pasado
☐Pelican	☐Sea Lookout	☐Window to the Sea

Event: _____ Name of Organization:_____

Day of the Week:_____ Date:_____

Setup Time:_____ Start Time:_____

End Time:_____ Clean Up Time:_____

Number of Attendees:

☐1 - 10	☐10 – 50	☐50 – 100
☐100 – 300	☐300 – 500	☐500 – 1,000

Name of Renter:_____ Phone:_____

Address:_____ Email: _____

On-Site Contact (name):_____ Phone:_____

Address:_____ Email: _____

Deposit Refund Payable to: _____ Phone: _____

Required Documents:

	Yes	No
Alcohol Permit		
Health Permit		
Certificate of Insurance		
Equipment Certificate of Insurance		
Copy of Security Contract		

Park renters must schedule an appointment with IVRPD staff to discuss the General Rules and to determine requirements for your event. This is the first step to the rental process and must be completed before any space will be held

Event Details

Performers:_____

D.J.:_____

Musicians:_____

Sports:_____

Bounce House:_____

Food:_____

PortaPotties:_____

Vendor Booths:_____

Other:_____

AUTHORIZATION

The Park Renter authorizes the named On-Site Contact to be responsible and in charge of the event, and agrees that the On-Site Contact will be physically present at the park throughout its duration.

The On-Site Contact must be at least 18 years of age. If an alcohol permit is issued for the event, the On-Site Contact must be 21 years or older. Valid government issued ID with proof of age is required.

The undersigned Park Renter and On-Site Contact have read the Park Rental Agreement and understand it fully. Each agrees to abide by all of the terms and conditions of the Park Rental Agreement as outlined and understands that failure to do so will result in loss of deposit, or further action by the District, as provided under the Agreement and rules and regulations of the District.

_____ x _____ x _____
Date Park Renter (Print) Park Renter (Signature)

_____ x _____ x _____
Date On-Site Contact (Print) On-Site Contact (Signature)

_____ x _____ x _____
Date IVRPD Staff (Print) IVRPD Staff (Signature)

Foot Patrol (if applicable)_____

FEES

	Amount	Receipt Number
Deposit		
Park Fee		
Alcohol Permit Fee		
BBQ Permit Fee		
Electricity Fee		
Lighting Fee		
Monitor Fee		
Security Fee		
TOTAL		

ALCOHOL PERMIT

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 or dispensed on District property. Drinking is not allowed outside the park boundary. Enforcement is the responsibility of the signees of the Park Rental Agreement.

The dispensing of alcohol requires an additional permit from the Alcoholic Beverage Control (ABC) and a letter from the Isla Vista Foot Patrol. A copy of the permit must be on file with IVRPD a minimum of 7 days prior to the event. For information on how to obtain a permit, call the ABC at (805) 564-7717 or visit www.abc.ca.gov/forms/pdfspc.html.

The signees assume all responsibility for security, crowd control and the prevention of underage drinking at the event.

For groups larger than 10 people the District requires the Park Renter to obtain a signature from the Isla Vista Foot Patrol on the Alcohol Permit.

By signing this permit, the signees accept responsibility for compliance with all permit conditions.

☐ Anisq'Oyo' (limited hours)	☐ Creek	☐ Tierra de Fortuna
☐ Little Acorn	☐ Estero	☐ Camino Pescadero
☐ People's	☐ Children's	☐ Pardall Gardens
☐ Perfect	☐ Sueno	☐ Trigo-Pasado
☐ Pelican	☐ Sea Lookout	☐ Window to the Sea

Event Date: _____ Time:_____

Number of Attendees:

☐ 1 - 10	☐ 10 – 50	☐ 50 – 100
☐ 100 -200	☐ 200 -500	☐ 500 -600

Event Description: _____

(Attach on separate sheet if more space in needed)

_____ x _____ x _____

Date Designated Individual (Print) Designated Individual (Signature)

_____ x _____ x _____

Date IVRPD Staff (Print) IVRDP Staff (Signature)

_____ x _____ x _____

Date IV Foot Patrol Staff (Print) IV Foot Patrol Staff (Signature)

Attach copy of Designated Individuals' driver's license. Must be 21 or older to obtain permit.

PARK FACILITIES

Park	Restrooms	Electricity	BBQ	Field	Recreation (basketball, volleyball, playground etc.)	Amplified Music	Ocean Front	Small Event	Large Event
***Anisq'Oyo'**	x	x			x	x		x	x
Little Acorn		x		x		x		x	x
People's				x		x		x	x
Perfect				x		x		x	x
Pelican				x			x	x	
Greek					x			x	x
Estero				x	x			x	x
Children's	x		x		x			x	x
Sueno					x			x	
Sea Lookout				x	x		x	x	x
Tierra De Fortuna		x			x			x	
Camino Pescadero							x	x	
Pardall Gardens								x	
Trigo-Pasado				x	x			x	
Window to the Sea							x	x	

Park photos & details available at www.ivparks.org.

GENERAL RENTAL POLICIES

1. All parks may be used on a "first-come, first-served" basis, unless a Park Rental Agreement is obtained. An Agreement reserves the park for the date and time specified.

2. As per IVRPD Ordinance 2010-003 and County Ordinance Section 37, Smoking and/or the use of Tobacco Products is prohibited in all Recreational Areas.

3. All parks are operated under the District Organic Policy and are pesticide free. Park Renters 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.

4. The specified On-Site Contact assumes on-site responsibility for the event. The On-Site Contact will be present at the event site at all times during the permit period.
    a. The On-Site Contact supervises event participants including but not limited to guests, security, performers, vendors and volunteers.
    b. The On-Site Contact must be at least 18 years of age. If an Alcohol Permit is issued the On-Site Contact must be at least 21 years of age. On-site Contacts must provide valid government issued I.D.s with proof of age.

5. Completed Park Rental Agreements must be received by the District two weeks prior to large events and one week prior to small events.
    a. Park Rental Agreements will not be accepted without the following items:
        i. Certificate of Insurance (if applicable)
        ii. Rental Fee
        iii. Rental Deposit
        iv. Health Permit (if applicable)
        v. Alcohol Permit & Payment (if applicable)
        vi. BBQ Permit & Payment (if applicable)
        vii. Electricity Payment (if applicable)
        viii. Lighting Equipment Payment (if applicable)
        ix. Security Contract (if applicable)

6. Park Renters can set-up/break down events only during hours reserved.

EVENT CANCELLATION

1. The District has the right to cancel a Park Renter'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.

2. The District has the right to cancel a Park Renter's event at any time during the event if the Park Renter violates the terms and conditions of this Park Rental Agreement. A cancellation due to violation of the Park Rental Agreement would mean an automatic forfeiture of deposit.-

3. The District will keep one-half of the reservation fees 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.

DEPOSIT REFUND

1. Deposits will be refunded if facilities are used in accordance with all provisions of this Agreement and are returned in the same condition as when they were prior to the event. The District will conduct a post event inspection and has the sole authority to determine whether these conditions have been met.

2. A deposit refund usually takes 2 to 3 weeks to arrive at the District. The Park Renter is notified by telephone and requested to come by the District Office and sign for the refund check.

AMPLIFIED SOUND (No amplified sound may be used without prior approval from IVRPD.)

1. The District's Noise Ordinance #2011- 001, limits the level of amplified sound in District Parks to 80 dBc Sunday – Thursday, and 85 dBc Friday – Saturday. This is measured at the nearest park boundary.
    a. Park Renters or Performers are not allowed to do sound tests in park prior to the hours allowed by the sound ordinance. (Ask for details)

2. The following will apply if noise exceeds the Ordinance:
    a. 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, and/or forfeiture of the Park Renter's deposit.
    b. 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 Renter's deposit.

3. The District makes a sound meter available to Park Renter's, so sound levels can be monitored at an event. The sound meter must be returned the following business day. Failure to return the sound meter in a timely manner

may result in partial forfeiture of Park Renter's deposit. If the meter is lost, stolen or destroyed the Park renter will be responsible for the full replacement cost.

ADDITIONAL INSURANCE

1. The following groups and activities are required to provide the district with a Certificate of Insurance naming the District as the "insured", or "additionally insured" for the day of the event. A copy of the Policy Endorsement must also be included. Coverage must include accident and comprehensive public liability in the amount of $1,000,000:

    a. Park Renters which represent businesses, nonprofits, educational or government organizations
    b. Groups of 50 people or larger who have obtained an alcohol permit
    c. Any group or event with an estimated attendance of 200 or more people
    d. Any Park Renter who brings in or uses more than the existing amenities (i.e. rental tables, chairs, stages, sound systems etc.)
    e. Any event that requires use of the stage at Anisq'Oyo' Park
    f. All bouncer toys and other play equipment and services brought into the park (If the equipment or service is rented, the certificate is generally supplied by the rental company).

ALCOHOL

1. An Alcohol Permit can be obtained from the District office which allows invited guests to possess and consume alcohol inside a designated park during a single event. The Alcohol Permit must be signed by the Park renter, the On-Site Contact (21 years and older) and an Authorized District Staff member. For groups of 50 people or more a signature from the IV Foot Patrol is also required

2. The Alcohol Permit does not allow the public, including event organizers, to possess and consume alcohol at any other time except the hours designated on the Alcohol Permit. The On-Site Contact understands that their responsibilities as outlined in this Permit should not be compromised by alcohol consumption.

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

4. The On-Site Contact must carry a copy of the Alcohol Permit on his/her person during the event and be prepared to present it to law enforcement officers upon request along with a valid government issued ID as proof of age.

a. The On-Site Contact is responsible for making sure no one under 21 years of age is drinking alcohol at the event. The On-Site Contact may assign others to check guests for a valid government issued identifications as proof of age but this does not relieve the On-site contact of the ultimate responsibility.
b. The On-Site Contact is encouraged to assign monitors to watch for problems associated with alcohol consumption. The On-Site Contact is responsible for calling the Foot Patrol, (805) 681–4179, or 911 should any problems arise. Failure to control the behavior of your guests or to call the authorities in a timely fashion may result in forfeiture of the security deposit.

5. The On-Site Contact is responsible for making attendees aware of the permit conditions.
    a. If underage people are drinking in the park, they may be subject to arrest and the District will withhold the deposit.
    b. If event guests or participants are drinking outside the park boundaries they may be subject to arrest.
    c. If people are drinking in the park at an event which has no Alcohol Permit, they may be subject to arrest and the District will withhold the deposit.

PARKING

1. Vehicles are not allowed to drive or park on District- owned property without express written permission. Driving or parking vehicles in parks or in unauthorized areas may result in a complete forfeiture of the deposit.
2. A limited number of Parking spots may be available to rent at certain parks. Inquire for details.

ADMISSION CHARGES

1. No one may charge admission for an event held in a park. Required donations are considered an admission charge. No barriers to limit public access may be erected without the express written permission of the District.

VENDORS AND DISTRIBUTION OF FOOD

1. The Park Renter is responsible for all vendors (information, craft, and food booths). Vendors may establish and collect their own fees. Park Renters may charge vendor participation fees.

2. The Park Renter is responsible for ensuring that vendors have obtained all sales and health permits required by County and State agencies.
    a. 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 1 week prior

to the event. Dispensing food without a permit may result in forfeiture of the deposit and the Park Renter may be cited by the County. For information on how to obtain a Health Permit, call SB County Environmental Health at (805) 681-4936 or visit their website https://www.countyofsb.org/uploadedFiles/phd/EHS/EventCoordApp4-1-05.pdf

b. The District retains the right to shut down any vending operation that does not comply with County, State or District regulations.

BBQ/Grilling

1. 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).
    a. If the Park Renter wants to use a barbecue pit other than one installed in the park, he/she must obtain a Barbecue Permit from the District.
    b. To obtain a Barbecue Permit, the Park Renter 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 Renter must provide one active fire extinguisher for each BBQ pit placed within the park.
    c. Food distribution requires a Health Permit.

PORT-A-POTTIES

Events with alcohol permits and events with 50 or more attendees lasting longer than 2 hours will be required to rent port-a-potties at the Park Renter's expense. This requirement may be waived at the sole discretion of the District.

ELECTRICITY

1. Events requiring use of District electrical outlets will be charged $15 for events with less than 50 people or $25 for events with over 50 people. Not all parks have electricity so the rental of a generator may be required at the Park Renter's expense.

2. Use of any electrical equipment must be terminated immediately in the event of rain. Fees and deposits will be refunded at the sole discretion of the District General Manager.

CLEAN-UP, TRASH & RECYCLING

1. The Park Renter must provide additional trash and recycling containers at the rate of one set per 50 people (rounded up).
    a. Trash and recycling containers may be ordered from Marborg Industries at (805) 963-1852. Placement of trash and recycling containers must be coordinated with District staff.

2. For events with fewer than 50 people, additional bins may not be required however the Park Renter will be required to separate and bag recyclables if separate bins are not attained. The Park Renter agrees to furnish trash bags and ties.
    a. If District trash cans become full; fill, seal and stack trash bags next to the District trash cans. If an Event Monitor is hired the monitor will handle this duty however the monitor will not sort the trash.
    b. The Park Renter 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 Renter agrees to restore the park to its pre-event condition immediately after the event.
    a. If it is necessary for District Staff to clean up after an event, the Park Renter will be charged at a rate of $40/hour per worker; these charges will be deducted from the deposit.

DISTRICT STAFFING (MONITOR/HOST FEE)

1. At the discretion of the District, Monitors may be required for large events.
    a. There will be a charge of $40 per hour for each Monitor to assist with trash and recycling removal (not sorting), restrooms, electricity, problem solving and providing information during the course of the event. The Monitor ensures District terms and conditions are being met as agreed upon in the Park Rental Agreement. Failure to follow the instructions of the Monitor may result in the forfeiture of the security deposit.
    b. District Staff is not responsible for cleaning the park during or after the event.
    c. Staffing charges will be assessed following the event and charged back to the deposit.

SECURITY

1. The On-Site Contact is responsible for the security and the actions of all participants and attendees from event setup through the clean-up period. It is highly recommended, and may be required at large events and events with alcohol, that a licensed security firm or the Isla Vista Foot Patrol be engaged.
    a. Security issues include but are not limited to crowd control, indecent exposure, public safety, monitoring underage drinking, and protection of District property. If the On-site Contact observes event participants in violation of the Park Rental Agreement or any local ordinance or law, they should request the individual stop, leave, or contact authorities.
    b. Groups of 50 people or more who obtain an alcohol permit and/or any group of 300 people or more will be required to hire licensed security

and in some instances pay for additional law enforcement officers at the sole discretion of the District.

2. The On-Site Contact is responsible for the actions of volunteers and security guards hired for the event.

3. If the On-Site Contact or the security guards need assistance, they are responsible for calling the Foot Patrol at (805) 681-4179 or 911. Failure to use proper discretion in this matter may result in forfeiture of deposit.

LIGHTING

1. Limited lighting equipment is available to rent through the District for events in in Anisq'Oyo' Park only.

2. Arrangements to rent this equipment must be made at the time of park rental.
   A. All deposits and fees must be paid before lighting can be reserved.
   B. An appointment must be scheduled with District Staff to receive instruction on use and care of lighting equipment.
   C. Equipment can be picked up prior to the event at the District office.
   D. Equipment must be returned the next business day after event unless otherwise specified in your Park Rental Agreement.
3. Damage to or misuse of District lighting equipment will result in Park Renter paying full replacement cost for the damaged component.

HOLD HARMLESS AGREEMENT, DAMAGE AND LIABILITY

1. The Park Renter agrees to be solely 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. The 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 arising out of or resulting from its use of the District's facilities.

2. The Park Renter is responsible for any damage to District grounds or facilities before, during and after the event.
   a. Cost of repairs will be deducted from the deposit, and the total deposit will be held until the repairs are completed.
   b. If the cost of repairs exceeds the amount of the deposit, the Park Renter will be responsible to pay the District in full for costs in excess of the deposit amount

IVRPD PARK FACILITY USE FEE SCHEDULE

As amended June, 2013

Non Profit=-10% discount of rental fee only

Park	***Number of People***	***Fee* IV Resident Event*** *IV resident (with current proof of residency)*	***Fee Special Event*** *Non-resident, Group or Organization*	***Deposit *****
*** Anisq'Oyo' Park**				
	Less than 50	$75	$100	$100
Small Event	50- 100	$150	$185	$150
Large Event	100-500	$275	$350	$350
	500-1,000	$350	$400	$400
All Other Parks				
	Less than 20	$50	$75	$100
Small Event	20- 50	$75	$125	$150
Large Event	50-300	$175	$300	$300
	300+	$250	$350	$350
Other Permits/Rentals				
Individual Alcohol Permit	1-20	$25	$25	
Event Alcohol Permit	20+	$35	$40	
Bar-B-Q/Grill Permit	Any	$15	$15	
Light Rentals	NA	$50	$75	$200
Monitor Fee	Large Event	$30/hr.	$30/hr.	
Electricity Fee	Less than 50	$15	$15	
	50+	$25	$25	

* The Isla Vista Resident Fee is for individuals who show proof of residency with current utility bills, lease, or other documentation under their name.

**Failure to comply with the terms and conditions of the Park Rental Agreement can result in forfeiture of the security deposit.

SOUND ORDINANCE

Sound amplifying equipment may be used at Downtown District Parks if all the following requirements are met:

a. The use of sound amplifying equipment is in conjunction with a use for which a District park use permit has been duly executed and issued in accordance with District policies.

b. The use of sound amplifying equipment is not permitted at any other day and time except those days and times listed herein.

c. The sound emitted from the sound amplifying equipment may not exceed the following standards:

Sunday & Weekday Holidays	12:00 noon to 10:00 p.m.	80 dBc
Monday to Thursday	5:00 p.m. to 10:00 p.m.	80 dBc
Friday	5:00 p.m. to 12:00 midnight	85 dBc
Saturday	12:00 noon to 12:00 midnight	85 dBc