

**INDIAN HILLS GENERAL IMPROVEMENT DISTRICT
PARK SPECIAL USE PERMIT REQUIRING PAYMENT OF FEES**

IN ACCORDANCE WITH NRS 318, *and in* consideration of the provisions contained herein, the INDIAN HILLS GENERAL IMPROVEMENT DISTRICT, hereinafter called DISTRICT, does hereby grant this SPECIAL USE PERMIT.

To _____ Of _____
(Name) (Organization)
_____/_____/_____/_____/_____
(Address) (City) (State) (Zip) (Phone)

hereinafter referred to as PERMITTEE.

This Permit authorizes the use of _____
(Facility)

At _____
(Facility Location)

subject to the conditions and provisions contained herein, for the purpose of _____

(Description of Event)

From _____ am/pm _____, 20__
(Time) (Start Date)

To _____ am/pm _____, 20__
(Time) (End Date)

By signature below, Permittee agrees to all Terms and Conditions of the Special Use Permit and agrees to abide by the District's Parks and Recreation Policy, receipt of a copy of which is attested to herewith.

APPROVED _____ APPROVED _____
(Date) (Date)

BY _____ BY _____
(DISTRICT REPRESENTATIVE) (PERMITTEE REPRESENTATIVE)

**INDIAN HILLS GENERAL IMPROVEMENT DISTRICT
SPECIAL USE PERMIT TERMS AND CONDITIONS**

A. TERMS OF PERMIT

THIS PERMIT SHALL BE IN EFFECT FOR THE PERIOD SHOWN ON THE PERMIT

B. INFRINGEMENT OF RIGHTS OF OTHERS

It is the understanding of the parties hereto that the PERMITTEE SHALL NOT INTERFERE with the normal use or enjoyment of the park, outside the area designated for use by PERMITTEE.

C. OBLIGATIONS AND RESPONSIBILITIES OF PERMITTEE

Permit Fees

It is agreed by the parties that the total fee to be paid for the use of the facility as delineated on the Special Use Permit for the event and times as delineated are \$ _____.

District Personnel Fees

Any DISTRICT personnel time and benefits either requested by the PERMITTEE or deemed necessary by DISTRICT to administer, coordinate or control activities associated with the programs will be paid directly by the PERMITTEE. Payment for such time shall be made to District at the rate established by the District. PERMITTEE will be billed for the time and benefits costs attributed thereto.

Damages

The PERMITTEE will be directly responsible for damages to DISTRICT property, facilities or equipment attributed to the PERMITTEE'S personnel or equipment or activities. PERMITTEE agrees to pay for such damages upon demand by the DISTRICT.

D. INSURANCE

PERMITTEE shall at all times during the terms of this Permit have and keep in force liability insurance, including comprehensive general liability with personal injury, contractual and broad form property damage liability endorsements which name the Indian Hills General Improvement District its officers and employees as an additional insured under the terms of the PERMITTEE'S policy. Said coverage will be sufficient to cover all liabilities which might arise out of the use of park facilities and/or liabilities incurred by DISTRICT or PERMITTEE personnel. Such insurance shall be underwritten by insurers satisfactory to DISTRICT and provide the following minimum limits of coverage \$1,000,000.00 Combined Single Limit. Said policy shall contain the following language:

“The Indian Hills General Improvement District, its officers, employees and agents is named via endorsement as an additional insured under the terms of this policy.”

Certificate of Insurance

A signed complete Certificate of Insurance, and a copy of the endorsed policy with all the endorsements required herein, shall be presented to the DISTRICT on or before the Permit beginning date. Said insurance policy will not be canceled or materially

altered without prior written notice to DISTRICT. Signing of this Permit acknowledges that the Certificate has been presented.

Workman's Compensation Insurance

The PERMITTEE shall purchase and maintain worker's compensation for any paid and volunteer employees as required. Signing of this permit acknowledges that PERMITTEE has met all requirements of NRS Chapters 616 and 617.

Waiver of Claims

PERMITTEE, by signing the Permit, waives all claims and recourse against DISTRICT, its officers, agents, and employees from and against any *and all* claims, losses, suits, or actions of whatever nature resulting from or arising out of the activities of the PERMITTEE, its subcontractors, agents, or employees under this agreement and to pay all claims, damages, judgments, legal costs, or any other expense or liability related thereto.

E. INDEMNIFICATION

The PERMITTEE agrees to defend, protect, indemnify and hold harmless the DISTRICT, its Officers, agents, and employees from and against any and all claims, losses, suits, or actions of whatever nature resulting from or arising out of the activities of the PERMITTEE, its subcontractors, agents, or employees under this agreement and to pay all claims, damages judgments, legal costs, or any other expense or liability related thereto.

F. PERMITTEE'S USE OF PREMISES

- 1.) Required Operations Plan – PERMITTEE will provide an operation plan for any program(s) sponsored by PERMITTEE for approval by DISTRICT General Manager. Said plan will include a complete plan of operation, including but not limited to, promotional activities, staffing, staff accommodations and provisions, security and emergencies provisions, concessions, ticket distribution, sales of alcoholic beverages, and money collections, as are applicable. The plan will be submitted to DISTRICT as an application for a Special Use Permit, at least TWO (2) WEEKS prior to the proposed use of a facility.
- 2.) Compliance with State Laws and Regulations – PERMITTEE, his employees and his contract personnel shall at all times comply with all state laws and regulations, and District Policy, including the applicable PARKS and Recreation Policy, its rules and regulations.
- 3.) Sanitation – PERMITTEE will maintain and operate the premises in a clean, safe, wholesome and sanitary condition, free of trash, garbage, or obstructions and shall collect and deposit all garbage or debris at a location to be designated by DISTRICT.

O. CHOICE OF LAW

Any and all disputes arising under this Permit shall be resolved in accordance with the provisions of Nevada Law.

P. MODIFICATIONS OF PERMIT

The parties may hereto, by mutual written agreement, modify or amend this agreement.

Q. PERMIT UNDERSTANDING

This signed written permit embodies the entire understanding and agreement among the parties.

R. REQUIRED SIGNATURES

This agreement shall not be considered binding until all approving signatures have been obtained.



INDIAN HILLS GENERAL IMPROVEMENT DISTRICT

3394 James Lee Park Rd. #A
Carson City, NV 89705

MEETING ROOM RENTAL AGREEMENT (TO ACCOMPANY SPECIAL USE PERMIT AND MEETING ROOM POLICY)

Request to rent the meeting room is as follows:

DATE(s) _____, from (Start Time) _____ to (End Time) _____

Name and phone number of the contact person:

Name _____

Phone #: () _____

Fax #: () _____

Office/Company _____

Address _____

MEETING ROOM CHARGES

ROOM CAPACITY WITH TABLES & CHAIRS
WITHOUT TABLES

APPROXIMATELY – 90 persons
APPROXIMATELY – 100 persons

Hourly Rate \$25 per hour

\$175 over 6 hours

Cleaning/Damage Deposit \$200.00

(Refundable, whole or part)

CANCELLATIONS MUST BE CALLED IN 3 DAYS IN ADVANCE TO AVOID A \$75.00 CANCELLATION CHARGE.

PLEASE SIGN AND RETURN A COPY OF THE AGREEMENT/CHARGE FORM, SPECIAL USE PERMIT AND MEETING ROOM POLICY FORM.

A CHECK MUST BE RECEIVED NO LATER THAN TEN (10) WORKING DAYS BEFORE THE RESERVED DATE AND MADE PAYABLE TO INDIAN HILLS GENERAL IMPROVEMENT DISTRICT.

I AGREE TO THE CHARGES,

Signature

Print Name

MEETING ROOM POLICY

1. The renter is responsible for cleaning the meeting room immediately following the event. It is essential that the renter leave the meeting room in the same condition as it was received. Chairs, tables, cleaning supplies and paper products are located in the utility room. Cleaning includes, but is not limited to the following items:

Setting up and tearing down of tables and chairs is the responsibility of the renter.
The renter may change the room arrangement; however, at the end of the event chairs and tables must be put back into their original configuration.

All floors are to be clean. This includes mopping up any major spills.

Wiping down the tables, chairs and countertops (if used).

Ensuring that all trash is packaged in plastic waste sacks and in the proper receptacles.

Making sure that the restrooms are clean.

2. If the meeting room is left in poor condition, the cleaning/damage deposit will be forfeited in whole or in part and the renter will be responsible for any additional costs incurred by Indian Hills G.I.D. for cleaning and repairs. A refund of the cleaning/damages deposit shall be returned within five (5) working days, if the meeting room is clean with no damages.
3. It is the responsibility of the renter to provide his or her own "set up" and supplies specific to their event.
4. The meeting room is not available Wednesday evenings after 4:00 P.M. reserving this time for any Board of Trustees or Indian Hills G.I.D. Committee meetings.
5. No athletic/physical exercise activities or classes involving "crafts" with the potential for permanent stains are allowed.
6. Income-producing (commercial) or routine uses of the facility are not allowed.
7. No smoking and no alcohol are prohibited in the meeting room at any time.
8. The renter is responsible for supervision of children at all times.
9. No animals will be allowed in the meeting room, except for approved guide dogs.
10. During business hours, parking spaces on the east side of the building are to remain clear of cars.

We appreciate your compliance with the above policy. It is our intention to utilize the facility as to service our community. In order to make this possible, we need your co-operation in maintaining the quality of the meeting room and avoiding an unnecessary work on the part of the I.H.G.I.D staff.

If you have any problems or questions, please contact Sandi Eisele, District Analyst Community & H.R., at (775) 267-2805 x 28 or E-mail seisele@indianhillsnevada.com

I have read and accept the above policy, _____
Signature of event organizer & Date