

Pavilion Reservations:

The District's Pavilions may be reserved in accordance with the following terms and conditions:

- i. Any person who desires to reserve such facilities must complete a reservation application and pay all applicable fees, according to the number of hours that the pavilion is to be used. The number of hours rented includes time for set-up and cleanup.
- ii. A pavilion may be reserved at least 48 hours in advance as well as up to 6 months in advance of proposed use. The Community Center Pavilion may be reserved up to one year in advance if part of a room rental package.
- iii. The Board of Directors of the District shall establish pavilion reservation fees from time to time by adoption of a rate order.
- iv. Pavilions should be reserved at least 48 hours in advance.
- v. Pavilions may be rented by residents of the District as well as non-residents. In order to receive the resident discount, renters are required to show proof of Brushy Creek residency at time of rental.
- vi. Only persons that are 21 years of age or older may reserve a pavilion, and must be present at the pavilion during the period of use.
- vii. Reservations require payment in full at the time of reservation request.
- viii. Petting zoos are prohibited. Cancellations received no later than 48 hours in advance of proposed use will be entitled to a 50% refund. Cancellations within 48 hours will not be entitled to a refund.
- ix. Reservations may be rescheduled not later than 48 hours prior to proposed use without penalty. Any change within 48 hours of proposed use shall result in the forfeiture of all fees previously paid. In such an event, new fees must be received in full to reserve the pavilion for the new date. If the Community Center pavilion is part of a room rental package, the payment, cancellation, and rescheduling policy is based on the Facility Rental Payment, Cancellation, and Reschedule schedule.
- x. Persons that reserve a pavilion are subject to the following rules, in addition to all other rules and policies applicable to the District's parks:
 - i. No glass containers are permitted in pavilion areas;
 - ii. All trash, decorations and property must be removed by the end of the period of use;
 - iii. All balloons, streamers and similar decorations may be attached to the pavilion structures by tape only (tacks, nails, staples, etc. are prohibited);
 - iv. Confetti (both plastic and paper), silly string, and fireworks are prohibited; and
 - v. Persons who reserve pavilions shall be responsible for all damage to the pavilion.
- xi. Any non-compliance to the rental rules and park rules may result in forfeiture of all or portion of the pavilion rental deposit.

Large Events: Events with 125 people or more may be subject to certain additional requirements in order to protect the District's facilities, to allow for use by other users, and to minimize the impact on the use and enjoyment of property by persons living in proximity to the park facilities. Any person proposing such an event must call the District's General Manager at 255-7871 for authorization. Privileges of use may be suspended in the event a person or group conducting such a large event fails to obtain prior authorization or fails to abide by the conditions of approval imposed by the District's General Manager (or his designee).

Commercial Use Policy: All patrons of the District's park facilities will fall under the guidelines of the Commercial Use Policy.

Park Rules: All patrons of the District's park facilities must abide by the following rules at all time:

- i. No smoking is allowed within 15 feet of any playground areas.

- ii. No littering is allowed. All trash must be removed from the parks or placed in proper receptacles.
- iii. All pets must be leashed at all times. Pet owners must clean up after their pets.
- iv. No illegal drugs, firearms, fireworks, or glass containers are allowed within the parks.
- v. No excessive consumption of alcohol is permitted.
- vi. No destruction or defacing of property (including graffiti) is permitted.
- vii. No abusive or foul language or conduct is permitted.
- viii. No skateboards or rollerblades or similar objects are permitted in posted areas where prohibited.
- ix. Motorized vehicles are allowed in the park only for loading and unloading purposes as part of a rental. At all other times, no motorized vehicles are allowed in the park, trail or greenbelt areas and will result in the forfeiture of the rental deposit. No ground fires are permitted.
- x. No ground fires are permitted.
- xi. No harassment of wildlife is permitted.
- xii. Except as approved by written contract, no concerts, bands, or other events with amplified sound that may be heard by neighboring property owners are permitted.

Enforcement: The District's staff is authorized to enforce all rules and policies regarding use of the District's park and greenbelt areas, and to take such actions as are reasonably necessary to protect the District's property and safety of individuals. Depending on the nature and severity of a violation, the consequences of violations of the District's rules or directives may be reprimands, notification of parents, suspension of privileges, or criminal prosecution.

Reservation Guideline and Cancellation Procedures – Room Reservations:

- 1. A \$50 deposit will hold room(s) up to 120 days prior to event. This \$50 deposit will be applied towards the rental or retained if rental is cancelled. Payment Schedule: 1. At 120 days prior to the event, one half of rental payment is due.
- 2. At 60 days prior to the event, the remaining portion of the rental amount is due.
- 3. At least 14 days prior to event, the cleaning and damage deposit is due. An additional required Alcohol Deposit is due if alcohol is to be served. If the Reservation is not completely paid for at this point, any fees collected will be forfeited.
- 4. Refunds for payments made other than by credit card may take up to 10 business days for processing
- 5. Up to 100% of the cleaning and damage deposits will be returned, depending on condition of rooms and on patrons following all rules as stated in the Facility and Meeting Room Use Policies (stated below).

The Recreation Department Manager must approve any exceptions to this policy in advance.

Cancellations & Date Changes:

- 1. 119 to 61 days prior to the event, 25% of the total rental fee is retained by BCMUD.
- 2. Once the event is less than 60 days away, and a cancellation is requested, this will result in the loss of the full Rental Fee; however, the cleaning and damage deposit and alcohol deposit will be refunded if it has been paid.
- 3. In the events of acts of Mother Nature or some other unforeseen circumstance, every reasonable effort that can be made, will be made, to accommodate scheduled events. Use of the facilities can only be guaranteed to the extent that circumstances remain in the control of the staff. Reasonable

efforts will be made to deal with any extreme circumstance by the District to the best interest of all parties.

4. Event dates will be allowed to change one time providing the change is made 60 days prior to the original scheduled event date. Changing the event date will result in a fee of \$50 per room, excluding the kitchen, or 25% of the entire rental fee, whichever is higher. Cancelling the event after the event has been rescheduled will result in forfeiting 100% of the entire rental fee.

The undersigned (the Applicant) hereby makes application for use of the Brushy creek Municipal Utility District Community Center Facilities (the District) on the date or dates indicated. The applicant understands and agrees that the District does not, by the provision of the facilities, assume any responsibility or liability to the applicant, applicant's employees, guests, or invitees. The applicant, on behalf of the applicant, its employees, guests, and invitees, assumes all responsibility for and waives any claim for compensation for accidental injury, property damage or death resulting from the use of the facilities, and agrees to indemnify and hold harmless the District, its directors, agents, employees, and consultants, whether paid or volunteer, from any and all claims by applicant, its employees, guests or invitees, which may arise out of applicant's use of the facilities.

The applicant has read and agrees to abide by the District's rules and regulations concerning use of the Community Center Facilities.

Facility and Meeting Room Use Policies:

1. Smoking is not permitted inside the building. Smoking is permitted outside in designated areas, not within 15 feet of any door to the Community Center.
2. The exterior doors in meeting rooms Oak, Elm, Maple may not be propped open or blocked.
3. Room use is limited to reserved space and restrooms. Charges will incur for use of non-rented space.
4. Set up time and clean up time is part of the total rental time. Example: If an event is scheduled for 2 hours, from 2-4PM, and it will take 30 minutes to set up and 30 minutes to clean up, then the total rental time needs to be 3 hours. This is due to the possibility of back-to-back bookings for the same area. Any amount of time, beyond the scheduled time, will be subject to the Hourly Rate listed under the Additional Fees Section. The hourly rate will not be pro-rated or based on actual minutes of over use. The full hourly rate will be charged, if deemed to be appropriate by the Facility Staff. Common sense will prevail.
5. No open flames allowed, except for supervised catering use. All candles must be enclosed in lantern type holders.
6. Adult supervision of children is required at all times, including the kitchen, with a ratio of no more than 6 children under 11 to one adult over 18 years of age. No children should be running in the hallways, entering other rooms, playing in the parking lot or garden area.
7. If adjustment of the thermostat is made during an event, it must be re-set to the original setting prior to leaving.
8. No weapons, firearms or explosives are permitted in or on District property, in accordance with state law.
9. No animals, except assistant animals, are allowed in the building.