1. Applicant shall adhere to all Facility Rental Rules and all applicable City codes and policies.

2. Insurance is required for a group of 50 or more, or any time alcohol is present. Required insurance documentation is due at least 14 days in advance. See Facility Use Insurance Requirements.

3. Security is required for events with 100 guests or more when alcohol is present. A copy of signed agreement between the rental group and the security company is due at least 14 days prior to event. Additional requirements may apply. See Security Staff Requirements.

4. All rental groups selling alcoholic beverages must have and display a temporary ABC License at the door of the facility. Failure to do so will result in termination of the event.

5. All alcohol consumption will stop one hour before end of rental, not inclusive of cleanup time, or 9:00 p.m., whichever comes first. Alcohol is not permitted at rentals for youth-oriented events.

6. All rentals selling food products, or that are catered, must be licensed by the San Diego County Health Department. The caterer must post a current Health Certificate at the door. Failure to do so will result in termination of the event.

7. Businesses hired by the rental group to provide a service on the premises are required to have a City of Poway Business Certificate. No more than two changes can be made to a facility rental. Indoor facilities: final payment is due 14 days in advance of the rental date, at which point no further changes may be made. Outdoor facilities: Full payment is due upon application.

8. Air bounce company name and required insurance is due at least 14 days in advance. See Air Bounce Company Insurance Requirements.

9. In the event the Sheriff is called out for any related disturbance, the rental will be terminated immediately and the rental group will forfeit a portion or all of its rental security deposit.

10. An $18 cancellation fee is charged for all cancellations. An additional $28 cancellation fee will be charged if cancellation is less than 14 days in advance of the event date.

11. No…If yes, Alcohol begins at: _______________________________.

12. Will Alcohol be present at your Event: □ Yes □ No…If yes, Alcohol begins at: _______________________________.

The undersigned fully understands that use of this facility exposes participants to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that participation in this event is voluntary and agree to assume any such risks. I hereby release, discharge and agree not to sue the City of Poway or its officers, employees or agents, for any injury, death or damage to or loss of personal property arising out of, or in connection with, use of this facility from whatever cause, including the active or passive negligence of the City of Poway or its officers, employees or agents, or any other participants in the event. The parties to this agreement understand that this document is not intended to release any party from any act or omission of “gross negligence,” as that term is used in applicable case law and/or statutory provision. I hereby agree, for myself, the above-named group and all members thereof, and all heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Poway from any and all claims, demands, actions or suits including claims for damages to real or personal property, or personal injury to any third party, including reasonable attorney fees, arising out of applicant’s use of the facility. I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

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Falsifying information on the Public Facility Use Application is grounds for denial and may result in criminal prosecution and/or loss of entire rental fee. I have read and understand the consequences of falsifying information on this application. I certify under penalty of perjury, that the information I have given on the Public Facility Use Application is true and correct to the best of my knowledge and belief. I, applicant, or representative for the applicant, understand and agree to obey all facility use rules, regulations, and policies.

APPLICANT SIGNATURE: __________________________ DATE: __________

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