

Rancho Murieta Association

AMPHITHEATER USE POLICY

Drafted by Recreation Committee: January 2001

Adopted by the Board of Directors: March 2001

Effective Date: April 1, 2001

Amended: April 16, 2002

Fees updated: January 1, 2014

DEFINITIONS

Rancho Murieta Association sponsored groups or events. These groups and events are sponsored or presented by RMA as a part of member service, or part of the RMA organization. These groups and events have first priority for use of the facility.

Rancho Murieta groups. A Rancho Murieta group is one which functions primarily for the benefit of Rancho Murieta Association members. This group will have most of its membership comprised of RMA members. These groups must be non-profit. A member, in good standing, must sign the contract for use. The group and the member in good standing, signing the form will be held responsible for all clean up and damage to the amphitheater and surrounding area. These groups have second priority for use of the facility.

Non-Rancho Murieta groups. This group is other non-profit groups whose membership is primarily Rancho Murieta residents, but its primary function does not have to be for the benefit of RMA members. The group leader, a RMA member in good standing, must sign the contract for use. The group and the group leader signing the form will be held responsible for all clean up and damage to the amphitheater and surrounding area. These groups have third priority for use of the facility.

Private individual (RMA members) events. Individual RMA members in good standing may use the amphitheater for individual events, such as weddings, birthday parties, etc. The RMA member, in good standing, must sign the contract for use and be responsible for clean up and damage to the facility. These groups or individuals have fourth priority for use of the facility.

GENERAL

All children and teens, up to the age of 18, must be chaperoned at all times during the function.

For-profit activities are prohibited.

Alcohol is permitted only by completing the additional form and paying the additional refundable deposits. Alcohol will be permitted only on a case-by-case basis, as determined by the General Manager or Administrative Manager.

RMA reserves the right to refuse facility usage to any person or group for any reason.

RMA reserves the right to change this policy, including fees, at any time, without notice.

Please clean up carefully after your event. All trash must be placed in the trash receptacles.

Events must be concluded by 10:00 p.m. During weekends in the period June 1 through September 30, events must be concluded 11:00 p.m.

Please remember to collect all of your group's belongings. All items left will be returned to the North Gate Security the following morning. RMA is not responsible for lost or stolen property.

- No selling or consumption of alcohol unless authorized under RMA permit. And, remember no one under the age of 21 may consume alcohol beverages.
- No driving or parking of vehicles or golf carts on any grassy areas surrounding Lake Clementia, the amphitheater area or any other grass areas in the park.
- No fighting or horseplay in amphitheater area.
- No swimming off from cement pad or amphitheater shoreline.
- No launching boats or docking boats along amphitheater shoreline.
- No jump-houses, play-places, or inflatable party equipment.
- No pets off leashes.
- Members must clean up after their pets.
- No excessive holes in the grassy area.
- No children under the age of 18 allowed unattended by an adult.
- No overnight events unless authorized.
- No fires in amphitheater area.
- No golf practice in the amphitheater.
- No rollerblades, skates, scooters, bicycles, etc in the amphitheater.

RMA reserves the right to refuse service or change or amend this policy, fees, or deposits without notice. Your group may lose its privileges if policies and procedures are not adhered to.

AMPHITHEATER USE

FEES

RMA sponsored groups or events will not be charged a specific facility use fee.

Rancho Murieta Groups will not be charged a use fee. The member signing the contract will be personally responsible for damage to the facility. There will be a refundable cleaning deposit of \$2000 and an additional \$200 refundable deposit if serving alcohol. Any charges for damages will be billed to the member who signed the reservation contract and they shall be liable therefore.

Non-Rancho Murieta Groups will pay a fee of \$100 for events under 50 people, a \$200 refundable cleaning deposit and an additional \$200 refundable deposit if serving alcohol. Non-Rancho Murieta Groups will pay a fee of \$200 for events over 50, a \$200 refundable cleaning deposit and an additional \$200 refundable deposit if serving alcohol. An electricity usage fee of \$15 (if four hours and under) or \$20 (if over four hours) will be charged if electricity is used. Any cleaning or damage fees will be charged to the member reserving the facility. Any damages exceeding the fees will be billed to the member who signed the reservation contract, who shall be liable therefore.

Private individuals will pay a fee of \$100 for events under 50 people, a \$200 refundable cleaning deposit and an additional \$200 refundable deposit if serving alcohol. Private individuals will pay a fee of \$200 for events over 50 people, a \$200 refundable cleaning deposit and an additional \$200 refundable deposit if serving alcohol. An electricity usage fee of \$15 (if four hours and under) or \$20 (if over four hours) will be charged if electricity is used. The member signing the agreement will be held personally responsible for payment of the deposit and facility fee and will be billed for damages exceeding the deposits and shall be liable therefore.

AMPHITHEATER USE RESERVATION CONTRACT

Please complete this form and be sure any questions you may have are answered by our staff before you use the facility. Please note that RMA reserves the right to modify or change these policies, fees, or deposits at any time without notice. Your cooperation with these changes is greatly appreciated.

Area Requested: _____

Date of Use: _____ Time: _____ Until _____

Number expected to attend function: Adults _____ Children _____ Teens _____
(0-12) (13-18)

Member Name: _____ Lot # _____

Group Name: _____

Group Function: _____

This person must be present at the function, and is personally responsible for all of the group's activities, and the use of the amphitheater.

Phone: Day _____ Evening _____

Mailing Address: _____

Please read and sign:

I have read and understand the current policies and procedures, and I agree to oversee the safety and actions of this group's participants. I am responsible for the group's compliance with the RMA Amphitheater use policies and procedures. I understand I will be held financially responsible for any damages and will be billed by RMA. I understand the amphitheater procedures and agree to abide by them.

Member Signature: _____ Date _____

RMA Signature _____ Date _____

Fees Paid _____ Deposit Paid _____

AMPHITHEATER USE POLICY **ALCOHOL PERMISSION FORM**

Please complete this form and be sure any questions you may have are answered by our staff before you use the facility. Please note that RMA has the right to modify or change these policies, fees, or deposits at any time without notice.

Date of Use: _____ Time _____ Until _____

Number expected to attend function: _____

Group Name: _____

Group Function: _____

Name of Member making the request:

This person must be present at the function, and is responsible for the actions of the group and the condition of the reserved area(s).

Day Phone _____ Evening Phone _____

Mailing Address: _____

Please read and sign:

I have read and understand the current policies and procedures, and I agree to oversee the safety and action of this group=s participants. I am responsible for the group=s compliance with the RMA Amphitheater use policies and procedures. I understand I will be held financially responsible for any damages and will be billed by RMA. I understand that RMA accepts no liability or responsibility for the group's actions in regards to the use of the facility.

Member Signature _____ Fee Paid _____

RMA Approval _____ Date _____

Rancho Murieta Association

Liability Release Form

I understand and acknowledge that there are risks of personal injury, death, and property damage while using the facilities I am using within Rancho Murieta Association (RMA), even if the facilities and amenities are properly used.

Since using any facility can be dangerous, and in consideration of Rancho Murieta Association allowing me to use the facility, I hereby release, waive, and relinquish all claims and legal actions for personal injury, wrongful death, or property damage against RMA arising from the use of the facility or any activities thereto; this release applies even if RMA is negligent or otherwise at fault. I also agree to defend and indemnify RMA and hold them harmless from all claims and legal actions for personal injury, death, or property damage arising from my conduct or the conduct of anyone using the rental facility. These indemnities apply even if RMA, its employees, volunteers, officers, directors, members or agents are negligent or otherwise at fault.

I understand the effect of my signing this document is that (1) I assume all risk of injury, death, or property damage I, or my guests, might suffer while using the area, even if it occurs as a result of the negligence or other fault of RMA, (2) absolve and release RMA from the consequences of their negligence or other fault and (3) will indemnify and defend RMA against any legal actions or other claims for damages arising from the use of the facility by myself or anyone else. I understand that I am forfeiting important legal rights and incurring important legal responsibilities.

I agree that the terms of this document binds me, my heirs, assignees, executors, and administrators and protect RMA and its agents, employees, officers, directors, volunteers, and members.

Print Name: _____ Date: _____

Address: _____ Phone: _____

Signature: _____