

*Enacted: January, 1994 by the EMID Board of Directors  
Revised: January, 1996; January, 2001; January, 2005; January, 2009, April 10, 2013, November 6, 2018, July 13, 2022*

**EMBARCADERO MUNICIPAL IMPROVEMENT DISTRICT PARKS AND FACILITIES**  
**POLICY AND RENTAL AGREEMENT**

**Community Center/Office**  
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**General Policy**

This policy governs the use of the following facilities within the Embarcadero Municipal Improvement District (EMID):

- Community Center including patio, lawn, and BBQ area
- Equestrian Riding Ring
- Tecolote Meadow
- Children's Playground

Apart from the playground, the EMID facilities may be made available for exclusive use for events, activities and parties that promote the benefit, education, and wellbeing of the community consistent with the rules and regulations presented in this Policy.

The Children's Playground is a public park. There are no reservations or fees required. The playground is not part of any Community Center reservation and other members of the public may use the playground at any time.

The Equestrian Riding Ring is for equestrian use only and is not available for use during hot, windy, and dusty days for any purpose. Riding classes and events must be approved by EMID in advance and may be subject to additional requirements. No unauthorized vehicles will be allowed on the Riding Arena property.

Tecolote Meadows are for pedestrian, equestrian, and dog walking uses. No vehicles are allowed without District Manager's approval.

The Embarcadero Municipal Improvement District Parks and Recreation facilities will not be made available to any group or organization that promotes discrimination or has a record of discrimination on the basis of race, creed, color, national origin, gender, marital status, age, sexual orientation, or the presence of any sensory, mental or physical disability. The District Manager, under the direction of the Board of Directors, reserves the right to reject any application for the use of this facility if applicant does not agree to follow the terms of this Rental Policy.

The EMID facilities are limited to use by residents and/or events sponsored by residents or the Embarcadero Property Owner's Association (EPOA). The sponsor of the event, and signer of this agreement, must be at least 25 years old and agrees to be responsible for all damages. For the

Community Center, they are responsible for all damages above the \$500 minimum deposit should damage in excess of this amount occur. The security deposit is waived for the EPOA for community events.

In the event of forest fires, earthquakes, floods, or certain individual catastrophes under the District's Board Policy Handbook, the EMID facilities may be needed for the support of Emergency Service personnel and resources. EMID retains the right to approve, disapprove, or revoke approval of use of any and all EMID property at any time, after which any stored personal property may be removed by EMID.

No smoking is permitted on EMID property.

### **Community Center Policy**

- Residents are limited to no more than three events each calendar year.
- Events must end by 10PM and all outside noise, (music included) to cease before 9PM.
- The facilities, equipment, and rest rooms shall be clean and left in the same condition as found prior to the activity. The security deposit may be applied to cleaning, as necessary.
- Any decorating or other alterations to the existing facilities will be subject to the District Manager's approval.
- No objects are to be attached to the floors of the Community Center by any method, and no materials may be applied to floors.
- Use of the District tables and chairs is included. Please remove and return all tables and chairs according to specific instructions.
- A maximum of 70 people may be onsite for any event at any one time.
- The Outdoor Barbeque Area may be used for the quiet enjoyment of adults and children without cost. Reservations are required for parties and events to be sure that there are not conflicts with other activities.

Note: Parking may be difficult. Parking options and requirements should be discussed with the District Manager.

### **Reservations**

- Application for use of the facilities must be made by a resident over the age of 25 who will be responsible for damages and to ensure this policy is enforced.
- Reservations will be accepted by phone, email or in person and must be approved of the District Manager of the Embarcadero Municipal Improvement District.
- A security deposit may be required at the time of reservation for Tecolote Meadow and Equestrian Riding Ring. A minimum \$500 refundable deposit will be required at time of reservation for the Community Center. This deposit may be increased if deemed necessary by the District Manager or the Board of Directors, if warranted by specific details of the event. The facility reservation is not confirmed until the deposit has been received by the District Manager and a confirmation receipt issued to the applicant. The Deposit will be returned in full, within ten days, if no damage occurs including required cleaning. Partial refund may be required to pay for damage.

- The sponsor will be given access to facilities one day prior and one day following the event in order to prepare and clean up.
- The District Manager may request a copy of sponsor’s liability or umbrella insurance policy(ies) or require EMID be listed as also insured.

**Indemnification:** The Users shall defend, indemnify and hold harmless the Embarcadero Municipal Improvement District and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorney’s fees) incurred by the Embarcadero Municipal Improvement or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use the Community Center by the User or by the User’s guests or invitees, except to the extent caused by sole negligence, gross negligence or willful misconduct of the Embarcadero Municipal Improvement District, its officers, employees, or agents.

**WAIVER AND ASSUMPTION OF RISK:** The user knows, understands and acknowledges the risks and hazards associated with using the Community Center and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives and all claims against the Embarcadero Municipal Improvement District and its officials, employees or agents from any and all claims of liability.

**PRIVATE PROPERTY:** The user understands that this community center is located in a residential area and will be respectful of the residents and private property. Parking will be allowed only in designated areas. Noise will be kept to a minimum. All trash will be picked up and disposed of in the dedicated trash receptacles. All care will be taken to not disturb surrounding neighbors.

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I have read, understand and agree to all of the terms and conditions of this Agreement.

\_\_\_\_\_ Responsible Party

\_\_\_\_\_ Contact Information