



Concord Mt. Diablo Trail Ride Association
PO Box 419 for 1600 Trail Ride Road
Clayton, CA 94517 Email: rentals@cmdtra.org
Phone: 925-323-9523 Web Site: www.CMDTRA.org

Rental Process for Day Use/ Tie Stalls/ Camping

RENTAL PROCESS

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- 1) **DOWNLOAD, PRINT and COMPLETE** the "Camping Rental Cost Worksheet"
- 2) **DOWNLOAD, READ/ REVIEW** this document "Rental Agreement for Day Use/Tie Stalls/Camping" and have it with you for your meeting with the Rental Chair.
- 3) **CHECK** for date availability with defining the start & ending dates & times. Contact the Rental Chair at rentals@cmdtra.org
ARRANGE for a site walk-through appointment if needed.
- 4) In person or by mail, **SUBMIT** your:
 - a. Application
 - b. 50% of the total rental expense
 - c. Refundable \$100.00 cleaning/damage deposit checkCMDTRA, P.O.BOX 419, Clayton, CA 94517, Attn: Rentals
- 5) **ARRANGE** for Event Insurance, if requested (approximately \$75-\$200 per event)
- 6) **PRINT and COMPLETE** the Group Liability Release Form entitled "Outside Group & Participant Release and Hold Harmless Agreement" which will be emailed to you by the Rental Chair.
- 7) **DUPLICATE** sufficient copies of the "Individual Liability Release Forms" which will be emailed to you by the Rental Chair. Each individual attending an event on the property must have a signed release form. There are separate releases for Adults and Minors, be sure to use them both.

CANCELLATION POLICY

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The entire rental fee is retained for any cancellation OF AN EVENT less than 14 days away, we will however refund the refundable damage/ cleaning deposit.



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Rental Agreement for Day Use/ Tie Stalls/ Camping

| | | | |
|--|--|----------------------------|--|
| Reservation Start Day & Date: | | Time: | |
| Reservation End Day & Date: | | Time: | |
| Renter Name: | | | |
| Group: | | | |
| Address: | | | |
| City & Zip Code: | | | |
| Phone: | | Mobile: | |
| Email: | | | |
| Description Of Event: | | | |
| CDL or ID#: | | Number of People Expected: | |

| Rental Rate includes: | Renter must provide: |
|--|---|
| <ul style="list-style-type: none"> • Use of 12 ft.x12 ft. paddock (covered or uncovered) • Use of 2 tie rails • Use of 3 picnic tables • Vehicle parking fee • Porta-Potty usage • Water • Pool, restroom, shower usage (at clubhouse, 0.25 mile from campsite) | <ul style="list-style-type: none"> • Water bucket • Hay/Feed • Manure removal* • Trail map of Mt. Diablo (can be purchased online for \$7.50 at www.mdia.org) <p>*Manure may be left on site for an additional fee of \$2.00 per day per horse. Manure must be deposited in the manure containment area at either the Lower or Upper Barn.</p> |

Please read and initial the following:

PAYMENT:

_____ **initials**

This application and the deposit of \$_____ (50% of your total fee) must be received in order to confirm your reservation date.

The final payment in the amount of \$_____ (balance of your total fee plus the damage/cleaning deposit) must be received **no less than 14-days** preceding the event. Please include a copy of your Insurance Certificate naming CMDTRA as additional insured, if requested.

DAMAGE/ CLEANING DEPOSIT:

_____ **initials**

A refundable damage/ cleaning deposit of \$100.00 is required **no less than 14-days** prior to your event. Additional details are listed in this document.

RENTAL GUIDELINES

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- Absolutely no open fires in anywhere on grounds.
- Individual/Group Release of Liability forms **must** be signed and filed with Insurance Chair.
- Pool space is shared and open to club members, not exclusive to any Rental(s).
- It is understood that no lifeguard is on duty at the CMDTRA swimming pool, and minors (under 18) are permitted to use the pool ONLY with a direct supervision of an adult club member(s).
- Pool area and restrooms may include use by members at any time as pool rentals are not private.
- CMDTRA is not responsible for lost, left, stolen, or forgotten items.
- CMDTRA grounds will not be used for any illegal activities, improper or dangerous conduct. Further, considerations shall be shown to CMDTRA property as well as the local residents whose homes are nearby (e.g. no loud music after 10:00pm, etc.).
- All signs/ flyers/ banners/ balloons/ ribbons, etc. leading up to the clubhouse from Marsh Creek Road must be removed after event. Please use only duct or clear shipping tape, or streamers on clothes pins.

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CMDTRA MEMBERS ONLY:

Free on-site camping is a *privilege* of being a member of CMDTRA. To qualify, members must meet the following requirements:

- Member must be in good standing at time of rental reservation and actual rental
- Must have at least 6 months of membership history or pay 6 months in advance
- Members are permitted a total of 14 nights of camping per family per calendar year at the “free” rate. Members may request additional time at a Board of Directors meeting.
- Adult members must accompany minors at all times
- Rental may not be transferred to another person
- Members may camp at Cardinet Oaks only with prior BOD approval
- Members must contact the Rental Chair and a current Director on the CMDTRA Board, in advance notifying your intent to camp (for safety & acknowledgement)
- Failure to follow the above requirements, all general and rental rules will result in a loss of the member privilege

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CLEANING EXPECTATIONS

Your cleaning responsibilities are to return the facility (including the tie stalls, restrooms, pool, and parking lot) to the pre-event condition:

- Remove tape from all tables (surface and underneath)
- Remove everything from the facility that you brought to the facility
- All garbage bags must be placed in the blue dumpster located just beyond the clubhouse.
- If minor damage to the facility occurs during the reserved use time or if additional clean-up is required by staff, the refundable cleaning/ damage deposit, or a portion thereof, will be retained to return the facility, including the hall, bar area, restrooms, pool and parking lot, to its original condition, including cost of materials and labor for unscheduled cleaning and/or repair of the facility.

ALCOHOL BEVERAGE POLICY

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- Alcohol may be consumed without a permit when there is no monetary exchange for the beverages **and/or admission charged** to the event.
- Alcoholic beverages in any form will **NOT BE SERVED TO PARTICIPANTS OF EQUESTRIAN ACTIVITIES PRIOR TO OR DURING A MOUNTED EVENT.**
- Alcoholic beverages **MAY NOT BE SERVED AT EVENTS THAT ARE DESIGNED FOR YOUTHS UNDER 21 YEARS OF AGE.** Violations of these requirements will result in termination of the event and may result in your damage deposit being automatically forfeited.
- No kegs of beer are allowed.
- Applicants, whose activities include service of alcoholic beverages, must bear in mind that the applicant may be responsible for situations involving persons leaving or having left the facility while under the influence of alcohol.

ADDITIONAL RENTER RESPONSIBILITIES

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- You are solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of clubhouse & the surrounding facilities. You shall be responsible for the control and supervision of all people in attendance during your usage of the clubhouse and shall take care to see that no damage is done to the clubhouse & the surrounding facilities and that everyone conducts themselves in an orderly manner.
- If damage to the club property or behavior or your guests' warrants, your function may be stopped in progress and you may be denied further use of club grounds.

INDEMNIFICATION

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Applicant shall indemnify, defend and hold harmless the Concord Mt. Diablo Trail Ride Association (CMDTRA), its officers, members, employees and volunteers against and from claims or suits for damages or injury to the extent arising from applicant's negligent act, error or omissions of this Rental Procedure and shall further indemnify and hold harmless CMDTRA, its officers, members, employees and volunteers against and from claims or suits to the extent arising from any negligent performance and against and from all costs, attorney's fees and costs of defense, expenses, and liabilities related to claim or action or proceeding brought within the scope of the indemnification. I/we assume and accept full risk and danger of any hurt, injury or damage, which may occur through or by reason of any matter thing or condition, negligence or default or any person or persons whatsoever in the exhibitions, sports, shows, activities, rides, picnics, swimming parties, dinners, contests or meetings to be engaged in during the time of this contract is in effect. I/we agree to abide by the attached rental rules.

Renters must complete appropriate CMDTRA release of Liability form(s) and submit them to the Rental Chair.

INSURANCE

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Depending on the circumstances, group applicants may be asked to provide CMDTRA with a valid Certificate of Liability Insurance written through carriers acceptable to CMDTRA such certificate shall provide Bodily injury and Property Damage Liability protection in the amount of \$1,000,000 per occurrence. Certificate of Insurance shall name CMDTRA, its officers, members, employees and volunteers as the Additional Insured and shall be properly executed with an original signature of an authorized agent of the insurance company and is due at the time final payment is made.

All renters must provide proof of insurance listing CMDTRA as additional insured on your (person renting) policy no later than 14 days before the event.

NOTE: Please contact your insurance agent regarding whether or not your homeowner's policy may be extended to cover your event or visit www.eventhelper.com

RELEASE and INSURANCE

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Release of Liability and Assumption of Property Damage: In consideration of this acceptance of the foregoing application, the undersigned as an authorized representative of the group making the application hereby releases the Concord Mt. Diablo Trail Ride Association, and the officers and members thereof, and each of them from all and every claim for damages which may accrue to any renting group member, guest or dependent, against said Concord Mt. Diablo Trail Ride Association. I/We assume and accept full risk and danger of any hurt, injury or damage, which may occur through or by reason of any matter thing or condition, negligence or default or any person or persons whatsoever in the exhibitions, sports, shows, activities, rides, picnics, swimming parties, dinners, contests or meetings to be engaged in during the time of this contract is in effect. I/We agree to abide by the attached rental rules.

CMDTRA RIGHT TO REFUSE

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CMDTRA reserves the right to refuse rental contracts for the use of its facilities at its own discretion. I have read and understand the Rental Procedures, rules and agree to comply therewith.

I have read, understand, and agree to abide by the rules given above (5 pages total).
Renters Signature:

Print Name:

Date: