

# **HIGH DESERT RESIDENTIAL OWNERS ASSOCIATION, INC.**

## **Policy Governing Requests for Special Events at the Michial Emery Trailhead**

### **Authority**

This policy is adopted in accordance with Section III C, Paragraphs 3.16 and 3.17, of the HDROA By-Laws, which set forth the general powers and duties of the Board of Directors with respect to the administration of the Association's affairs and specifically with reference to Paragraph 3.17(c) which charges the Board with the duty of providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility.

### **Background and Purpose**

From time to time, the High Desert Residential Owners Association ("HDROA" or "the Association") has received requests to utilize the parking lot and adjacent High Desert open space land surrounding the Michial Emery Trailhead for the purpose of staging various commercial and non-commercial special events. It is the desire of the Association to allow events at Michial Emery Trailhead that enhance the outdoors experience of High Desert residents and other users of the Trailhead area without damaging the environment or causing a public nuisance. Therefore, HDROA has developed the following Policy and Guidelines that will govern the decisions on approval of events for the Trailhead area.

### **Policy and Guidelines**

1. Events should be isolated, individual events rather than an ongoing sequence of regularly scheduled events.
2. Preference will be given to groups which have affiliate groups or sponsors within High Desert.
3. Preference will be given to groups which have a charitable or community service purpose and objective.
4. The events must be for sponsorship, support and/or demonstration of outdoor sports activities and equipment and be limited to use of the Trailhead parking lot and established trails from the Trailhead and adjacent High Desert Open Space area.

5. Events shall be open to the general public. No restrictions or requirements may be placed on eligible participants. Participation may not be restricted to any group or organization. No fees may be charged for participation.
6. There may be no sales or deferred sales at the Trailhead or other HDROA property.
7. No alcoholic beverages may be consumed, served, or in the possession of any participant or representative of the sponsoring organization of any event.
8. Any event must fully comply with all applicable city, state, and federal law, and all ordinances and rules of the areas used.
9. A security deposit may be required, and will be refunded provided there is no repair, clean up, or other maintenance required by HDROA after the event.
10. Requestors must submit, with the application, evidence of insurance and a certificate naming HDROA as an additional insured for the duration the event.
11. Requestors must agree to indemnify and hold harmless the Association, its Board of Directors, officers, agents, employees, or guests from and against any and all claims, demands, loss or liability of every nature (including attorney's fees) arising from or in any way connected with the Requestor and its use of the Association's facilities for the event.
12. Requestors must obtain any requisite City, County, and U.S. Forest Service permits prior to the event. Copies of all permits must be submitted with the application.
13. Requestors must take steps to mitigate traffic congestion in and around the Trailhead by, for example, coning one side of High Desert Street to limit parking to one side.
14. Requestor must minimize the impact of their equipment on the availability of parking spaces within the parking lot at the Trailhead.
15. Requestor must police the Trailhead Parking Lot and surrounding area and remove any trash and litter at the end of the event.
16. Requestor must distribute City Open Space and US Forest Service rules for trail use and courtesy, and remaining on the established trails in order to minimize damage to the environment.

**Request Procedure**

All requests for use of HDROA property must be submitted in writing to the Community Manager not less than thirty (30) days in advance of the planned event. A form for information that is required to be included in this request is attached as Exhibit A.

**Approval Authorization**

The Board hereby authorizes the Community Manager to approve and schedule events which clearly fall within the scope and intent of the foregoing Policy and Guidelines. Submissions that are not clearly within the requirements of Trailhead use as outlined above may be submitted to the Board for additional review. In such cases, the decision of the HDROA Board of Directors shall be final.

Adopted by resolution of the Board on October 14, 2009.

Secretary: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A**

Checklist of information required to be included in all applications for special events at the Michial Emery Trailhead and other High Desert properties:

Event Name: \_\_\_\_\_

Sponsoring Organization name: \_\_\_\_\_

Address: \_\_\_\_\_

phone number: \_\_\_\_\_

Event Date: \_\_\_\_\_, start time: \_\_\_\_\_, ending time: \_\_\_\_\_

Purpose of the Event: \_\_\_\_\_

Expected/maximum number of participants: \_\_\_\_\_

Beneficiary Organization (if any): \_\_\_\_\_

Sponsor primary representative name: \_\_\_\_\_

contact information: \_\_\_\_\_

Sponsor alternate representative name: \_\_\_\_\_

contact information: \_\_\_\_\_

Description of the event: \_\_\_\_\_

\_\_\_\_\_

Describe the equipment which will be set up at the trailhead (attach a diagram showing the placement of the equipment at the trailhead if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attach certificate of insurance and any applicable city, county, and US Forest Service permits.

Will food and beverages be served? \_\_\_\_\_(Y/N). Describe: \_\_\_\_\_

\_\_\_\_\_

Describe the traffic control plan: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will security or medical personnel be on site or available? \_\_\_\_\_

When will setup begin: \_\_\_\_\_. When will all post-event cleanup be completed: \_\_\_\_\_

How will the event be publicized? \_\_\_\_\_

\_\_\_\_\_

Will there be media coverage of the event? \_\_\_\_\_ (Y/N)

Will there be entertainment? \_\_\_\_\_ (Y/N) Describe: \_\_\_\_\_

\_\_\_\_\_

Will people with disabilities be able to participate in the event? \_\_\_\_\_ (Y/N) If so, what provisions/accommodations will be provided? \_\_\_\_\_

\_\_\_\_\_

Complete and sign the following statement: “[Sponsoring Organization] hereby agrees to indemnify and hold harmless the High Desert Residential Owners Association, its Board of Directors, officers, agents, employees, or guests from and against any and all claims, demands, loss or liability of every nature (including attorney’s fees) arising from or in any way connected with the [Sponsoring Organization] and its use of Association’s facilities for this event.”

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_