



FACILITIES RESERVATION REQUEST

Date of Application: _____ Facility: _____
 Name of Organization: _____ Address: _____
 Name of Applicant: _____ Address: _____
 Phone: _____ Email: _____
 Proposed Use: _____
 Dates Requested: _____ Times: _____
 Estimated Attendance: _____ Open to Public (Circle): Yes No

Reservation Fee: \$50.00. Refundable Deposit: \$100.00. Any required additional fee for staff time will be due 7 days after approval. Please consult fee schedule for full cost.

Applicant Statement

The undersigned hereby affirms that he/she is an authorized representative of the above-named organization and agrees to be responsible for: (1) any damage sustained to the City facility occurring through the occupancy of the facility by the above listed organization; (2) conformance to all the rules and regulations of the City of Sand City governing the use of City facilities; and (3) prompt payment of all invoices for services.

Cancellation policy

Cancellations less than 48 hours before the event's start time will be charged a \$25 processing fee, and any additional staff time incurred.

Insurance requirements

The applicant will be required to provide indemnification and insurance in accordance with the Facility Use Agreement

Applicant's Signature: _____

CITY OFFICE USE ONLY

The above reservation approved by: _____

Date: _____

Fee Received: \$ _____ Received by: _____ Notes:

CITY OF SAND CITY FACILITY USE AGREEMENT

It is the City of Sand City's desire that all patrons who periodically use a City of Sand City's City Hall Chambers, Art Park, and/or the Outlook (individually, "FACILITY") are able to enjoy the Facility. This Agreement ("AGREEMENT") has been set in place to achieve that goal.

The person signing this AGREEMENT and the organization on whose behalf the Facility rental is being made (collectively the "RENTER") are responsible for compliance with this AGREEMENT. All RENTERS are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out FACILITY, RENTER, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

- 1. **FACILITY INFORMATION** – please circle facility requesting:
 Art Park (525 Ortiz Ave) Sand City, CA; City Hall Chambers (1 Pendergrass Way) Sand City, CA

2. RENTER INFORMATION

Contact Name: _____ Organization: _____

Main phone: _____ Other phone: _____

Address, City, State, Zip: _____

Email: _____ Security Deposit Refund make payable to: _____

Address, City, State, Zip: _____

Name of representative (to remain onsite during the event): _____

3. EVENT INFORMATION

Date of event _____ Set Up Begin Time: _____ a.m. / p.m.

Time event begins: _____ a.m. / p.m. Time event ends: _____ a.m. / p.m.

Clean Up Time: _____ a.m. / p.m.

Description of event _____

Estimated # of people attending _____ (Note Max capacities: 500 at Art Park; 75 in Chambers)

Open to the public? Yes No Will minors be present? Yes No

Admission fee charged? Yes No Will there be music? Yes No Type of music _____

Will food be served? Yes No. Will food be sold? Yes No.

4. CONDITIONS OF USE Initial: _____

- a) RENTER should make reservations well in advance of the intended date of use. Reservation made within 20days of the rental date must be paid in full by cash or credit card, check will not be accepted.
- b) A FACILITY is not considered rented until (1) RENTER submits the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of any required permits and licenses, and any other items deemed necessary by the City of Sand City; and (2) the City of Sand City, in its sole discretion, approves such rental in writing.
- c) A person who is at least eighteen (18) years of age must sign this agreement.
- d) RENTER shall provide the City of Sand City Manager or his/her designee with a single contact who is to serve as the representative for RENTER's activities.
- e) RENTER shall be responsible for securing all required permits and licenses.
- f) The FACILITY shall be used for the purpose stated in this agreement and no other use will be permitted.
- g) RENTER shall not use the City of Sand City's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Sand City's City Manager or his/her designee. RENTER's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
- h) RENTER shall permit any City of Sand City officers, employees, or agents to visit the event described in this AGREEMENT.
- i) Under no circumstances shall RENTER sublease or allow any other organization or individual to use the FACILITY for the period for which RENTER has contracted. RENTER is an independent contractor and not the agent or employee of the City of Sand City.
- j) The City Manager shall have the authority to cancel or postpone use of the FACILITY if such action is deemed necessary by the City of Sand City. Whenever possible, a twenty-four hour notice will be given to the RENTER.
- k) Cancellations or changes to the AGREEMENT must be submitted in writing from the RENTER.
- l) Refunds are not available for early departure from a scheduled event.
- m) Cancellation refunds will be processed within forty-eight (48) hours upon submission of the written cancellation. Please allow four to six weeks for the Finance Department to process and mail.
- n) Reservation cancellation charges are processed as follows:
 - a. Cancellations made 48 hours or more before the event will result in a full refund.
 - b. Cancellations made less than 48 hours before the event will result in City's retention of 50% of the required rental fee. City will reimburse for any charged staff time not used.

5. FEES/CANCELLATIONS/REFUNDS. Initial: _____

- a) The City of Sand City requires 100% of the rental fee and/or a deposit from RENTER. If the rental is twenty (20) or less before the event start date the rental fees are due in cash or credit only.

- b) Any person or agency holding a reservation for the use of City of Sand City Facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the FACILITY.
- c) The City of Sand City may charge an additional rental fee for any event continuing past the ending time stated in this AGREEMENT.
- d) In the event the FACILITY is left damaged, RENTER shall be charged for any and all janitorial and/or repair fees incurred by the City of Sand City as a result of same and these fees shall be billed to RENTER.

6. INDEMNIFICATION AND INSURANCE Initial: _____

- a) Indemnification. To the greatest extent allowed by law, RENTER promises to indemnify, defend, and hold harmless the City of Sand City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Sand City, its officers, employees, or agents. The City will not be held responsible for loss, damage, or theft of any equipment or personal articles owned, leased, or rented by people using the facilities or left behind at the conclusion of their event.
- b) General liability insurance. RENTER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Such insurance shall name the City of Sand City, its officers, employees, agents, and volunteers as additional insureds prior to the rental date of the Facility. RENTER shall file certificates of such insurance with the City of Sand City, which shall be endorsed to provide thirty (30) days' notice to the City of Sand City of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file seven (7) days prior to the event, the City of Sand City may deny access to the FACILITY.
- c) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.
- d) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the City of Sand City requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sand City. The City of Sand City may waive the insurance requirements for non-event activities, such as but not limited to, activities similar to meetings and non-public gatherings, provided such waiver is provided in writing.

- e) RENTER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the City of Sand City's facilities and adjoining property to the City of Sand City Manager or his/her designee, in writing and as soon as practicable.
- f) RENTER waives any right of recovery against the City of Sand City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of "acts of God" to the City of Sand City, its officers, employees, or agents.
- g) RENTER waives any right of recovery against the City of Sand City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, even if the City of Sand City, its officers, employees, or agents seek recovery against RENTER.

7. SECURITY Initial: _____

- a) The City of Sand City, at its sole discretion, may require a certain number of security officers for the event. RENTER shall be responsible for procuring and paying for security officers through a private security agency.
- b) RENTER is solely responsible for supervising all individuals at the FACILITY and adjoining property during the event. The City of Sand City is not responsible for providing this supervision. However, the City of Sand City may evict individuals from the FACILITY during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

8. SET UP / CLEAN UP / DECORATIONS Initial: _____

- a) Upon conclusion of their activities, RENTER must leave the FACILITIES in the same condition as found including the disposal of excessive trash. Such condition is to be determined by the City.
- b) RENTER, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the FACILITY prior to or after the event time period. RENTER shall be responsible for arranging access during the time requested for entry and exit of the FACILITY.
- c) RENTER shall not prepare or decorate the FACILITY prior to the rental start time, unless RENTER provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
- d) RENTER shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the FACILITY and shall not make or allow to be made any alterations of any kind therein.
- e) RENTER shall be responsible for all cleanup of the FACILITY, including adjacent grounds, at the end of the rental. RENTER shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the FACILITY, leaving the FACILITY clean and free of all trash and litter. RENTER shall also leave all fixtures, if any, in good working condition.
- f) RENTER shall not store any equipment or materials at the FACILITY or adjoining property without the prior written approval of the City of Sand City Manager or his/her designee.
- g) RENTER shall be responsible for any and all damage to the FACILITY and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, RENTER shall be charged for any and all janitorial and/or repair fees incurred by the City of Sand City as a result. Any damage or breakage to the building or equipment must be reported immediately to the City of Sand City.
- h) If RENTER chooses to rent equipment (tables, chairs, etc.) site Staff are not responsible for set-up or tear down of rented equipment.
- i) No materials shall be attached to curtains, walls, ceiling or doors without prior approval.

- j) Decorations are subject to staff approval. Fireproof decorations must be used. No group may hammer, tape, stick or staple anything to floors, walls, or ceilings. Decorations may only be placed as designated by a City representative. All set-up and take-down of decorations are the responsibility of the RENTER.

9. **EQUIPMENT / ACCESSORIES** Initial: _____

- a) RENTER shall not remove, relocate, or take City of Sand City property outside of the FACILITY for any reason without the prior written approval of the City of Sand City Manager or his/her designee.
- b) RENTER shall not use City of Sand City equipment, tools, or furnishings located in or about the FACILITY without the prior written approval of the City of Sand City Manager or his/her designee.
- c) RENTER shall not drive motorized vehicles in FACILITIES.
- d) The City of Sand City does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. With prior written approval from the City Manager, or his/her designee, RENTER, at its own cost, may bring these systems into the FACILITY for their use.
- e) RENTER shall secure the approval of the City of Sand City before using audio/visual systems, public address systems, and live or recorded amplified music. RENTER shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Sand City Manager or his/her designee.

10. **MISCELLANEOUS** Initial: _____

- a) No alcoholic beverages as defined in the Municipal Code shall be served or consumed at a City FACILITY unless the City Council has made a specific exception for a specific event. (SCMC section 9.25.020).
- b) Smoking is not permitted in any Sand City FACILITY.
- c) RENTER and all persons or organization using the FACILITY shall comply with all local, state, and federal laws and regulations. The RENTER agrees to abide by all applicable federal and state accessibility standards and regulations.
- d) RENTER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY. See maximum capacities set forth above.
- e) Gambling of any kind is not permitted at the FACILITY.
- f) No animals are permitted at the FACILITY, with the exception of service animals as defined by the Americans with Disabilities Act.
- g) If RENTER violates any part of this AGREEMENT or reports false information to the City of Sand City, we may refuse RENTER further use of the FACILITY and RENTER shall forfeit a portion of or all of the rental fee and/or the deposit.
- h) The City of Sand City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
- i) Any person aggrieved by the City of Sand City's decision with respect to this AGREEMENT may appeal to the City of Sand City Manager or his/her designee in writing no later than five (5) days after the City of Sand City's decision has been communicated to the aggrieved party.
- j) If any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- k) The Building Inspector, Fire Chief, Chief of Police, City Manager, or Designee may close the park and/or cancel rental reservations for any reason.
- l) Responsible adults, 21 years or older, must be present at all times when groups of minors are using the facilities. Security may be required. Ratio of adult to minors must be 1 adult to every 5 minors at all times.
- m) Unruly behavior such as, but not limited to, shouting, running, quarreling, fighting, and profane language are prohibited and subject RENTER to removal from the Facility. Possession of or use of drugs is prohibited. Betting and/or other forms of gambling shall not be allowed.
- n) Skateboards, scooters, rollerblades, and bikes are not allowed in Facilities.

- o) The user may not store any equipment in the facility prior to or after the approved period of use, except as specifically provided under a Facility Use Agreement.
- p) If arranged in advance, City staff will control all heating, air conditioning, lighting, sound, public address system, and any other electrical or mechanical system(s) in the FACILITY. RENTER only shall make requests to the City staff for any adjustments. RENTER shall not control heating, air conditioning, lighting, sound, public address system, and any other electrical or mechanical system(s) in the FACILITY unless City Manager or Designee agrees in writing.
- q) No outdoor loudspeaker, amplifier, musical instrument or similar device may be played at any FACILITY in such a manner that it can be heard at a place 25 feet distant. (SCMC 8.04). City staff reserves the right to monitor and maintain volume control of any amplified items.
- r) Any exceptions to any of the terms and conditions of this policy must be in writing and have the approval of the City Manager.
- s) RENTER is obligated to review the City of Sand City Facility Use Policy. Any additional regulations set forth therein are incorporated herein as if set forth in their entirety

Emergency Procedures: In the event of an emergency, RENTER is required to call 911 and/or:

Art Park – Shannon Norton 831-394-3054

Council Chambers – Chief David Honda 831-917-1823

I am an authorized agent of the organization submitting this agreement and represent and warrant that I have the right, power and legal capacity and authority to enter into and execute this Agreement on behalf of the organization. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____ Print name _____

Organization _____

Staff Signature _____

Staff Name _____ Agreement Date _____

_____ CITY OF SAND CITY USE ONLY _____

Date Application Received: _____ Permit # _____

Date Distributed: _____

TYPE OF USER GROUP: Priority # ____

Tax ID Number / Business License Number: _____

Facility Fee \$ _____

Event Staff Recovery Fee (if applicable) \$ _____

Security Deposit \$ _____

Total Amount Due \$ _____

Due By: _____

Department Approval Date _____ By: _____

Send Payment to:
Sand City 1 Pendergrass Way. Sand City, CA 93955

Checks payable to the City of Sand City