

USE OF FACILITIES APPLICATION AND AGREEMENT



COMMUNITY CENTER
City of American Canyon
100 Benton Way
American Canyon, CA 94503
(707) 648-7275

Posted in Computer: _____
 Monitor ____ Who: _____

OFFICE USE	DATE	Receipts #
Fee Paid: \$ _____	_____	_____
Insurance: \$ _____	_____	_____
Deposit: \$150 / \$250 <small>(sports/stage) (other)</small>	_____	_____
Security: _____	_____	_____
Refund: \$ _____	_____	_____

(PLEASE READ THE FACILITY POLICIES & PROCEDURES BEFORE COMPLETING)

Applicant Name: _____ Person in charge of activity: _____

Name of Organization: _____ Organization #: _____

Mailing Address: _____

Home #: _____ Work #: _____

Date(s) Requested: _____ Total Period of Use: _____ to _____ Estimated # of Attendance: _____
(Including set-up and take-down) (Maximum capacity: 541)

Type of Activity: _____

Please check all that apply: Amplified Music Dancing Decorations Admission Charge Alcohol

Facility Rental Rates:	Per hour	Hours	Cost
COMMUNITY CENTER			
Resident	\$52.00	x	=
Non-Resident	\$65.00	x	=
Resident, Non-Profit Organization	\$39.00	x	=
Non-Resident, Non-Profit Organization	\$58.50	x	=
Active Activities Committee Organization	\$26.00	x	=
COMMUNITY CENTER – STAGE ONLY			
Resident	\$32.00	x	=
Non-Resident	\$40.00	x	=
Resident, Non-Profit Organization	\$25.00	x	=
Non-Resident, Non-Profit Organization	\$36.00	x	=
Active Activities Committee Organization	\$16.00	x	=

I, the undersigned, on behalf of the above-named organization or individual, do hereby agree that we will abide by the policies governing the use of this facility, as set forth by the City of American Canyon and will specifically accept financial responsibility for any damage or loss, including the cost of repair or replacement, sustained by the City of American Canyon to premises or equipment caused by the occupancy of these premises within our organization.

Furthermore, the above-named organization or individuals agrees to indemnify and hold harmless, the City of American Canyon from all liabilities, damages, demands, claims, causes of action or judgments and all reasonable expenses, including attorney's fees and costs, incurred in investigation or defending the same, of any person, for injury to person, loss of life, or damage to property arising from or by the use and occupancy of the facilities herein described by said organization of individual.

Permission for use of the facility will be granted upon the condition that all rules governing use of said facilities would be followed. Permission may be revoked at any time for failure to do so, and the group or individual will forfeit all fees paid.

I AM AWARE THAT THIS IS A CONTRACT BETWEEN THE CITY OF AMERICAN CANYON AND I. I HAVE CAREFULLY READ THE ABOVE AGREEMENT AND THE FACILITIES POLICIES & PROCEDURES AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

Signature of Applicant: _____ Date: _____

USE OF FACILITIES APPLICATION AND AGREEMENT

City of American Canyon
Parks and Recreation Department

FACILITY RENTAL POLICY ACKNOWLEDGEMENT FORM

(To be completed prior to the rental fee being paid.)

I, _____ have been informed of and understand the following policies (please initial):

- _____ My refundable cleaning and damage deposit must be turned in **one week prior to the rental.**
- _____ If I leave the facility clean and undamaged, and if I vacate the facility at the proper time, I will receive my full deposit back within 15-20 working days.
- _____ I am responsible for the complete clean-up of the facility, including removal and disposal of all decorations and trash. Floors, restrooms, the parking lot, etc. must be left in a clean condition for in order for me to get a full refund of the deposit.
- _____ Any cleaning or damage repair expenses in excess of the deposit amount will be my responsibility. The City will determine the cost of cleaning the facility and/or repairing damages.
- _____ I acknowledge that I cannot enter the facility until my rental starts and that I am expected to vacate the premises when the scheduled rental time ends.
- _____ I understand that I will be charged from my deposit for any time that I use the facility that is over and above the time requested on this application and agreement. Set-up and clean-up is to be done within the rental hours booked.
- _____ I acknowledge that our event must end at 10:00 pm and time reserved after 10:00 pm is for clean up only.
- _____ A Certificate of Insurance listing the City of American Canyon as additional insured for \$1,000,000 must be turned in **one week prior to the rental.** If I am unable to acquire it through my homeowners insurance, I may purchase it through the City for an additional fee.
- _____ A concert, event with dancing, or any event involving the use of alcohol with less than 199 attendees requires that I obtain the services of 1 security guard. Events with more than 199 attendees must have 2 security guards. The guards must be licensed, insured (liability & worker’s compensation), and pre-approved by the City. A copy of my contract with the security company must be turned in to the Community Services Department at least **one week prior to the rental.**
- _____ If I cancel the rental, the City will retain the following percentage of the rental fees: 30+ days prior to rental – 10%; 15-29 days prior to the rental - 50%; 0-14 days prior to the rental - 100%.
- _____ I have been provided with a copy of the Park and Recreation Facility Policies and Procedures and I have read and understand the document.

Applicant Signature

Date

USE OF FACILITIES APPLICATION AND AGREEMENT **Park and Recreation Facility Rental Policies and Procedures**

Amended October 21, 2008

I. PROCEDURES

1. Telephone reservations will not be accepted.
2. Application forms must be signed by a responsible adult, eighteen years or older.
3. Residents may reserve facilities no more than one year in advance. Non-residents may reserve facilities no more than four months in advance.
4. Ongoing rentals can only be booked for three months at a time. Staff will review each ongoing rentals every three months. Staff will determine the number of requests that have been made for the facility at the time of the ongoing rental and also consider the need for the facility for new or proposed City programs. If the ongoing rental is preventing residents from utilizing a City facility on a frequent basis or preventing a City activity or program from being held, the ongoing rental can be ended at the end of the next three month cycle.
5. Rental applications must be completed and turned in with the rental fee no less than one week prior to the rental date. Those wishing to rent the Aquatics Center are asked to start the rental policy well in advance of rental date (at least two weeks) so there will be enough time to determine if a sufficient number of lifeguards are available.
6. A completed application form and the rental fee must be turned in at the Parks and Recreation Office, 100 Benton Way, before a rental will be placed on the calendar. Any required cleaning/damage deposits must be paid no later than one week prior to the event.
7. When required, a Certificate of Insurance must be turned in one week before the event/activity date.
8. Approved applications cannot be transferred, assigned or subletted.
9. The City reserves the right to cancel, reschedule or otherwise adjust reservations when necessary or in the event of an emergency.

II. DEPOSIT: CLEAN UP AND DAMAGES

1. A refundable deposit is required for rental of most facilities. The deposit must be paid no later than one week prior to the event. Any cleaning or damage repair expenses in excess of the deposit amount will be the responsibility of the individual signing the application form.
2. Storage is not available either before or after the rental event.
3. The facility renter is responsible for the removal of all decorations, disposing of trash, and the complete clean up of the facility. Clean up is to be done WITHIN THE RENTAL HOURS.
4. Rice and birdseed, etc., may NOT be thrown inside or outside the buildings. An additional fee of \$50 will be charged if this rule is violated.
5. The City will determine the cost of cleaning the facility or repairing damages. Renters that leave the facility clean and undamaged, vacate the facility at the proper time, and return the facility keys (if any given) will be eligible to get the refundable deposit back. Deposit refunds will be processed and mailed to the renter within 15 working days after the rental.

III. CERTIFICATE OF INSURANCE

1. A completed Certificate of Insurance listing "City of American Canyon" as additional insured for \$1,000,000 is required for most facility rentals. A sample certificate is provided attached to the rental application form.
2. Insurance is required for the rental of the Community Center (gym or stage), Recreation Center, Aquatics Center, ballfields/soccer fields, and hard courts when used for leagues or tournaments or ongoing practices. Insurance is also required when City facilities are rented by individuals, firms or organizations that offer classes or instruction that are not sponsored by the City of American Canyon Parks and Recreation Department such as tennis lessons, exercise classes, etc.
3. If the rental applicant is unable to obtain the required insurance, it can usually be obtained through the Parks and Recreation Department office from Driver Alliant Insurance services. The cost is variable based on the type and size of the event. Driver Alliant does not insure rentals at the Aquatics Center.
4. Proof of insurance must be provided at least one week prior to the event.

IV. SECURITY

Security guards must be provided based on the following guidelines:

- **Events, other than concerts or dances, which do not involve the use of alcoholic beverages:**
Security guards not required, but one City employed Building Monitor may be present.
- **Concerts, dance events, or other events involving the use of alcoholic beverages with less than 199 attendees:**
One security guard required and one City employed Building Monitor present.

USE OF FACILITIES APPLICATION AND AGREEMENT

- **Concerts, dance events, or other events involving the use of alcoholic beverages with more than 199 attendees:**
Two security guards required and one City employed Building Monitor present.
- *Security guards not required for basketball or volleyball practices or games.*
- *The Parks and Recreation Director may require more or less security than listed based on the type of event, anticipated attendance and other relevant factors.*
- *The security guards must be bonded, insured and pre-approved by the City of American Canyon. The security guards must be present at all times. The security guard will ensure that alcoholic beverages do not leave the interior of the building. Acquisition and cost of security is the sole responsibility of the renter. A security guard contract must be submitted to the City of American Canyon no later than one week prior to the rental. If security vacates the premises before event completion, the American Canyon Police Department will be contacted and the event may be closed down.*

V. DECORATIONS AND BANNERS, ADVERTISING

1. Decoration, preparation, and clean up time must be completed during the rental hours.
2. Cellophane adhesives, nails, screws, staples, etc. in the walls or on the windows are prohibited.
3. All decorations must be fireproof or of fire-retardant material.
4. At no time shall exits or fire extinguishers be covered or obstructed.
5. The City reserves the right to remove any or all decorations/banners at any time at the expense of the individual or organization scheduled to use the facility.
6. Decorations must be removed when the group leaves the building.
7. No advertising shall be exhibited and no solicitations or sales may be made in the building or on the grounds without written permission of the City.

VI. MISCELLANEOUS INFORMATION

1. Smoking is not permitted within the facilities.
2. Other than guide dogs or assist animals for the disabled, animals are not permitted in City buildings.
3. Parking availability is not guaranteed, and on occasion may be limited. Overnight parking is NOT allowed.
4. The individual renting the facility and signing the application form shall be present at the event and shall be responsible for the control and supervision of all people in attendance at the event.
5. City approval is required for concession sales and fundraising at City facilities. Approval from the Napa County Department of Environmental Management is also required for food sales.
6. The City of American Canyon reserves the right to set the maximum number of people attending any rental function. Occupation limits are to be strictly enforced.
7. The City of American Canyon reserves the right to enforce an escalation clause, which would result in a \$10 per person charge for each person above and beyond the renter's stated maximum attendance.
8. A twenty-five percent surcharge will be added to rentals for commercial use of City facilities.
9. If a renter states that there will be no alcoholic beverages at an event, the event will be shut down if alcoholic beverages are sold, served or consumed on City premises.
10. Refund policy for cancellations:
Advance cancellation notice of 30+ days the City of American Canyon retains 10% of rental fee for an administration fee; cancellation within 15-29 days of the event, the City of American Canyon retains 50% of rental fee; cancellation of the event within 0-14 days the City of American Canyon retains 100%. Rentals at outdoor venues may be rescheduled if adverse weather results in the need to cancel the event. If the event cannot be rescheduled, a full refund will be given.

DEFINITIONS:

Resident – Person that lives within the City Limits of American Canyon.

Non-Resident – Person that does not live within the City Limits of American Canyon.

Non-Profit Organization – Bonafide clubs, organization or groups that are formed for other than commercial purposes.

Resident Non-Profit Organization - Non-profit that is headquartered in American Canyon, has more than half its membership from American Canyon or demonstrates that the rental is directed towards members/clients that live in American Canyon.

Non-Resident, Non-Profit Organization - Non-profit that is not headquartered in American Canyon, doesn't have more than half its membership from American Canyon, or cannot demonstrate that the rental is directed towards members/clients that live in American Canyon.

Active Activities Committee Organization – Resident non-profit organization that has had a representative attend a minimum of fifty percent of Activities Committee meetings during the six-month period preceding the rental request.