



## Arcade Creek Recreation & Park District Facility Use Regulations

### 1. RESERVATIONS:

- Reservations can be made Monday through Friday from 8:30 a.m. to 4:30 p.m. Please call prior to coming in so that we may assure that a staff member is available to speak with you.
- Reservations will be accepted as early as one year prior to the requested date of usage and not less than 14 days prior to the event
- The rental contract must be signed by a responsible adult, 21 years of age or older. If insurance is required, the insurance must be in the name of the person who has signed the rental contract.
- Building storage facilities are not available to users before or after functions. Set up of equipment is allowed only during the hours for which the facility has been reserved.
- We require a security/cleaning deposit of \$250.00 and up depending upon the nature of the event to reserve the facility. **This deposit is completely refundable as long as you leave the facility in the same or better condition as it was presented to you.** NOTE: Deposit is forfeited if event is cancelled 90 days or less before the event.
- All groups, organizations, and individuals who sign a contract to rent the facility shall agree to indemnify and hold harmless the District, its elected and appointed boards, commissions, officers, agents and employees harmless from any liability for damages and claims for damages or personal injury, as well as for claims for property damage and/or loss, including personal property, which might arise from the use of the facility. Users shall sign a waiver of liability at the time the contract is signed.
- Documentation is required for all non-profit rentals.

### 2. HOURS OF OPERATION:

- Facilities are available for use (including setup and cleanup) Monday through Sunday, 7:00 a.m. until 11:00 p.m. Events must end by 10:00 p.m. so the facilities can be cleaned and closed by 11:00 p.m. All participants must be off the property by 11 p.m.
- A District representative shall be available at all times. The representative has authority to enforce all rules governing the facility.

### 3. GENERAL:

- The individual or group reserving the facility assumes full responsibility for the conduct of the guests at their function.

- Fights, vandalism, or destructive behavior are grounds for immediate cancellation of the contract (and all future contracts). The party will be asked to leave the facility immediately. In such cases **all** fees will be forfeited.
- If intentionally misleading information is provided by the user in the contract or through any other means regarding the nature of the event or the number of participants, the District will immediately cancel the contract and all fees will be forfeited.
- Persons responsible for decorating or preparing rooms for scheduled events will not be permitted in the rooms until the time specified on the contract as the start of the rental period. The applicant or specified responsible party should arrive at the time designated on the contract.
- There is no refund on unused reservation time or equipment.
- The District may require security and/or attendant service for any function.
- The District is not responsible for any property lost or stolen during an event, or any items left behind.
- Applicants will be billed additional charges for unsatisfactory clean-up or damages, and/or when the event or activity exceeds the specified time.

#### **4. EQUIPMENT:**

- Users are responsible for the set up and take down of all table and chairs. All tables must be washed after use.
- Under no circumstances shall District-owned equipment be removed from the facility. Users will be liable for the cost of necessary repairs and/or replacement of any equipment lost or damaged while in their care and control.

#### **5. DECORATIONS:**

- Cellophane tape, adhesives, nails, screws, staples, tacks, or any other devices, which may mar or leave a residue, are prohibited on walls, woodwork, windows, fixtures and furniture. Carpenter and painters tape is acceptable.
- All balloon decorations must be weighed down.
- Exits must remain clear at all times.
- Open flames are prohibited (including but not limited to candles, torches, and hibachis). Bar-B-Ques may be used outside the facility in approved areas.
- Smoke and Fog machines are prohibited.
- Throwing birdseed, rice, confetti or other similar materials inside or outside the building is prohibited.
- Users must remove all decorations from tables, walls, windows, woodwork, and fixtures prior to leaving the building.
- Users are subject to a charge for decorations that have not been removed from the facility within the time frame stated in this contract. This cost will be taken from the cleaning deposit.

- User must furnish their own decorating supplies (i.e., scissors, helium etc. ladders)

**6. CLEANUP:**

- ***Time for cleanup must be included in the hours specified in the contract. Users will be billed for staff and facility rental for cleanup extending past the ending time specified in the contract.***
- Floor must be swept and mopped. Cleaning supplies are available in the kitchen area.
- All soiled tables and chairs must be wiped down.
- All bathrooms must be cleared of paper products on the floor and sinks. Counters will be wiped.
- All trash and recyclables must be picked up from the room, deck, and any outdoor spaces utilized. If there is trash in the parking lot from your event, you are responsible for cleaning it up. All trash can be placed in the receptacle located outside the building.
- All or a portion of the cleaning/damage deposit will be withheld if the facility is not adequately cleaned, or if damage occurs. Any cleaning/damage cost beyond the deposit will be billed.

**7. CHANGES/RESCHEDULING:**

1. Changes to contract, such as the nature of the event or the number of participants, shall be made to the District office not less than 30 days prior to the scheduled event. Changes must be approved and if necessary, fees will be adjusted. The District reserves the right to deny changes.
2. Rescheduling an approved event is subject to a \$50 processing fee. If an event is rescheduled and subsequently canceled, the cancellation fees specified will apply.

**8. REFUNDS and CANCELLATIONS:**

Cancellation of the event may only be done by the person who made the reservation and is subject to the following fees:

- 90 days or more prior to event..... Full refund minus \$50 processing fee
- 89-60 days prior to event..... Deposit forfeited. Full refund of fees minus \$50 processing fee
- 30 – 59 days prior to event..... Deposit forfeited – 75% of fees refunded, minus \$50 processing fee
- 0-29 days prior to event..... Full deposit forfeited – 50% of fees refunded minus a \$50 processing fee.
- Less than 28 days prior to event..... Forfeit of all fees

**9. ALCOHOLIC BEVERAGES:**

- Consumption of alcoholic beverages is allowed in the facility and on the decks. Alcohol is not permitted in the park area.
- It is the permittee's responsibility to comply with the Alcoholic Beverage Control (ABC) Board regulations. Failure to comply with ABC regulations will result in the immediate cancellation of the contract, and/or termination of the event.
- No kegs are allowed on the premises.

- The individual or group reserving the facility assumes full responsibility for the conduct of the guests at the function.
- Users who charge a fee for alcohol must obtain approval from the Sacramento County Sheriffs Department, signed by the Sheriff or his/her designee. A copy of the sales permit (license) must be on file at the District office no less than ten (10) working days and no more than thirty (30) days prior to the event. The license must be posted on-site during the event. All license fees are the responsibility of the user.
- Consumption of alcoholic beverages by minors is prohibited AT ALL TIMES. Consumption of alcoholic beverages by minors will result in immediate termination of the event.
- We do not allow alcoholic beverages at events which are celebrating events in a minor's life such as birthday parties and baptisms.

#### 10. LIABILITY, LIABILITY INSURANCE AND SECURITY

- The District reserves the right to require liability insurance and/or security based on the nature of the event. If required the lessees shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the lessee. If security is required, the District will need to have on file a copy of the contract with the security company and a contact number 14 days prior to the event.
  - The options for providing liability insurance are as follows:
    1. You may provide your own insurance through your insurance agency.
    2. You may purchase insurance thorough an special event insurance provided.
- Minimum Limits of Insurance – Lessee shall maintain limits no less than:
  - General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit. o Deductibles and Self-Insured Retentions – Any deductibles or Self-insured retentions must be declared to and approved by the District.
  - Lessee shall provide a certificate of insurance with an attached **endorsement** to contain the following as additional insured. "The Arcade Creek Recreation & Park District, it's, officers, elected officials, employees, agents and volunteers."
  - The endorsement of insurance must include:
    - Applicant's name
    - Amount of coverage
    - Location and date(s) the event is being held.

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Applicant's Signature and Acknowledgement of Regulations

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Date