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Arcade Creek Recreation & Park District Facility Use Regulations

1. HOURS OF USE FOR RENTALS:

- Facilities are available for use Monday thru Sunday, 7 am until 11 pm (including setup and cleanup).
- Users are responsible for their event set up/clean up and must be exited from the rented facility by the specified time on their permit/rental agreement.
- 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.


2. GENERAL RULES:

- ACRPD has adopted these special requirements on individuals and/or groups using district facilities to protect the health, safety and well-being of other participants, staff members, district facilities and the general public. This may include security and/or attendant service for any function.
- 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, close down the event and lock the facility. All fees will be forfeited including deposit and facility fees.
- The Facility Use Application must have a minimum of one designated alternative representative.
- The contact person or their listed designee/alternate(s) must be present and on site during the entire rental period.
- The applicant or a designated alternative representative(s) is expected to be at the facility at the starting time for the rental agreement (the facility will not be open any time sooner than what the contract states), to accompany the district staff/monitor on the **pre-inspection walk-through tour and for the final inspection following the end of the event.**
- District staff will monitor the facility at all times. The staff member has authority to enforce all rules governing the facility, and is authorized to call public safety (ie Sheriff or Fire) as they deem necessary.
- Renters must provide contact information for:
 - Wedding/Event Planners
 - DJ's, musicians, live performances, etc.
 - Caterers
 - Any other contracted service provider

This information must be completed and provide no later than 30 days prior to the contracted date of event, or at the time of application if within 29 days.

- Amplified sound and music must be contained indoors. In addition, ACRPD Staff reserve the right to restrict sound to a lower level if there is a negative impact on other users and surrounding park neighbors.
- Parking laws are to be observed at all times. **There is to be no parking in fire lanes.**

- Request for control or adjustments of the HVAC system, electrical sources, etc shall be directed to the district staff person on duty.
- The applicant is solely responsible for:
 - Damage, loss, accidents or injuries to persons or property resulting from use of the facility.
 - Supervision and control of people in attendance of the event and assumes responsibility for the conduct of the guests at their function.
 - Damage to fixtures, table, chairs, any items located for use in the kitchen area, restrooms or any other part of the facility (including the decking area) and district property.
 - Any damage to Facilities and Park Area.
- **Fights, vandalism or destructive behavior are grounds for immediate cancellation of the contract (and the ability to obtain future rentals). Violence and loud behavior are not permitted and will not be tolerated. The party will be asked to leave the facility and property immediately. In such cases all fees will be forfeited.**
- Smoking is **not** permitted anywhere in the park or buildings.
- The district is not responsible for any property lost or stolen during an event or any items left behind.
- Violation of any of the rules will result in the immediate end of the rental and forfeiture of all fees.


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3. DISTRICT EQUIPMENT:

- The district provides tables and chairs with the facility rental. Users are responsible for the set up and take down of all tables and chairs.
- All items must be cleaned and returned to the designated location, storage rack and storage area.
- Trash containers will be provided with liners to begin your event. A trash dumpster is located outside the building.
- The district will provide basic cleaning supplies and equipment.
- 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.

4. DECORATIONS:

Users must furnish their own decorating supplies, such as scissors, ladders, table covers, etc.

Items Allowed:

- Battery operated candles
- Painters tape (blue or green) may be used to hang decoration on walls, but must be completely removed after the event.
- Command Removable Strip products
- Use of electrical outlets on walls and floor is permitted. One single power-strip or one extension cord is permitted per each outlet. Use of multi-plug outlets or power strips with extension cords is prohibited
- Extension cords must be placed so that they do not pose as a safety/trip hazard.

Items Not Allowed:

- Tapes: Scotch/cellophane, masking, electrical, duct tape or anything that may mark or leave a residue or peel paint.
- Staples, tacks, nails, pins, screws, staples or any other items that put holes in the facility.
- Confetti, glitter, sand, bark, rice, birdseed or any other similar materials
- Water play devices, such as water balloons and water toys are not allowed indoors or on the deck.
- Smoke, fog or bubble machines
- Any open flames in or near the facilities, including candles, torches, hibachis, etc.
- Fireworks, fire crackers, sparklers and any other type of explosive device are prohibited.
By County Ordinance 9.36.059


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5. CLEAN UP:

- All tables and chairs must be wiped and clean before putting away
- Floors must be swept and spot mopped (water only).
- Kitchen area must be clean of any and all debris. This includes countertops, sink, stove, oven, refrigerator/freezer, microwave, etc.
- All trash and recyclables must be picked up from the facility room, deck and any outdoor spaces utilized. If there is trash in the parking lot from your event, the renter is responsible for cleaning it up and disposing of it properly. All trash and trash bags are to be placed in the receptacle/dumpster located outside the building.
- All restrooms must be cleared of paper products on the floor and sink areas. Sink area must be wiped down and any water on the floor needs to be cleaned up
- It is recommended that the renter bring consumable cleaning items, such as liquid kitchen soap, dish towels, etc. The district will not provide any of this type of product.
- Time for cleanup must be included in the hours specified in the rental contract. Users will be billed for staff **and** facility rental for cleanup extending past the ending time specified in the contract.
- A final inspection walk through will be done at the end of the event, with one of the responsible persons listed on the facility rental contract.
- All or a portion of the deposit will be withheld if the facility is not adequately cleaned, damage has occurred, or if the rental or parks rules/regulations were violated during the event.


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6. ALCOHOLIC BEVERAGES:

- Alcohol is not permitted in the park or parking lot areas. Consumption of alcoholic beverages is allowed in the building and on the adjoining deck by permit only.
- No kegs are allowed on the premises.
- The ACRPD does not allow alcoholic beverages at events which are celebrating events in a minor's life (under age 21) such as birthday parties, baptisms, graduations, etc.
- The individual or group reserving the facility assumes full responsibility for the conduct of all guests and vendors at the function
- 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.

- If alcohol sold, 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. Proof of Insurance 30 days prior required.
- The sale of alcoholic beverages requires the following to be presented prior to the event.
 - A one day liquor license from the Sacramento Sheriff's office.
 - A license from the Department of Alcoholic Beverage Control (ABC) which must be posted at the bar and submitted to ACRPD
 - Proof of Insurance

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.

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7. RESERVATIONS:

- Reservations may be made Monday through Friday from 9 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 7 days prior to the event
- To secure the facility for your event the following are required:
 - Completed rental facility application and written description
 - Deposit
 - Full rental fees are due no later than 30 days prior to the event date or at the time of rental application is submitted if less than 29 days prior.
- The rental contract must be signed by a responsible adult, 18 years of age or older. If the event will have alcohol, the person signing the contract must be 21 years of age. If insurance is required, the insurance must be in the name of the person or organization 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.
- The District requires a security/cleaning deposit a minimum of \$300.00 determined by the nature of the event to reserve the facility. The deposit is due at the time of reservation paperwork being submitted.
- **The Deposit is completely refundable to you as long as the facility is in the same or better condition that it was given to you.**

NOTE: Deposit is forfeited if event is cancelled 89 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. Proof of nonprofit status must be submitted at time of reservation (i.e. 501 c (3) or other non-profit letter)
- There is no refund on unused reservation time or equipment.

- Applicants will be billed additional charges for unsatisfactory clean-up or damages, and/or when the event or activity exceeds the specified time.

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8. CHANGES/RESCHEDULING:

- All changes to your reservation, modifications and cancellations must be done in person, in writing or email only, (but not over the telephone). No exceptions. Changes and cancellations will only be accepted by the individual whose name and signature are on the rental agreement or alternate listed on the application.
- 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 when possible to the scheduled event. Changes must be approved and if necessary, fees will be adjusted. The District reserves the right to deny changes.
- Rescheduling an approved event is subject to availability. If an event is rescheduled and subsequently canceled, the cancellation fees specified will apply.

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9. 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.
- 60 - 89 days prior to event..... Deposit forfeited. Full refund of any rental fees.
- 30 – 59 days prior to event..... Deposit forfeited. 75% of any rental fees paid refunded.
- 0-29 days prior to event..... Deposit forfeited. 50% of rental fees paid refunded.

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10. SECURITY, LIABILITY INSURANCE

- If caterer has or is serving alcohol, caterer must provide proof of insurance to the District Office.
- 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 30 days prior to the event.
- The District reserves the right to require liability insurance 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. Proof required 15 days prior to event.

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INSURANCE RELATED PROVISIONS

A. INDEMNIFICATION

1. The (USER/RENTER) shall indemnify, defend, and hold harmless **Arcade Creek Recreation & Park District**, 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 out of or in any way related to the (USER/RENTER)’s use or occupancy of a facility or property controlled by the **Arcade Creek Recreation & Park District**, unless solely caused by the gross negligence or willful misconduct of **Arcade Creek Recreation & Park District**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, 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. If alcohol is sold during the permitted activity, coverage must include full liquor liability
 - a. Such insurance shall name **Arcade Creek Recreation & Park District**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **Arcade Creek Recreation & Park District**, which shall be endorsed to provide thirty (30) days’ notice to the **Arcade Creek Recreation & Park District**, of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **Arcade Creek Recreation & Park District**, may deny access to the facility.
 - b. 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 **Arcade Creek Recreation & Park District**’s self-insurance pool.
 - c. 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 **(USER/RENTER)** maintains higher limits than the minimums shown above, the **Arcade Creek Recreation & Park District**, requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **Arcade Creek Recreation & Park District**,

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The **(USER/RENTER)** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. **Arcade Creek Recreation & Park District**, reserves the right to immediately revoke **(USER/RENTER)**’s right to use of the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this section.

D. FORCE MAJEURE

1. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **Arcade Creek Recreation & Park District**, shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a “Force Majeure Event” includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **(USER/RENTER)** waives any right of recovery against **Arcade Creek Recreation & Park District**, and the **(USER/RENTER)** shall not charge results of “acts of God” to **Arcade Creek Recreation & Park District**, its officers, employees, or agents.

The District must receive a Certificate of Endorsement Showing the District as Additionally Insured.

- 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 through a special event insurance provider.
- Lessee shall provide a certificate of insurance with an attached ***Certificate of 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.**

Rental Agreement violation of the rules statement:

Any violation of the rental rules listed in this agreement; may result in a penalty between twenty-five (\$25.00) dollars to three hundred (\$300.00) dollars and/or may result in the immediate shut down of your event. As determined by the General Manager.

Applicants Signature and Acknowledgement of the Regulations

Date