

City of Rancho Cordova Facility Rental Use Agreement

This is a Use Agreement between the City of Rancho Cordova (“City”) and _____ (“User”) for the use of City Hall Community Rooms.

Section I. Purpose

The purpose of this Facility Rental Use Agreement (“Agreement”) is to ensure that the Rancho Cordova City Hall is utilized so as to best serve the residents of the City and to provide for reasonable returns on investment in facilities by practicing sound fiscal management.

Section 2. City Approval

The City has no obligation to approve any application for the rental of City Hall community rooms (“Facility”). In order for the City to consider approval for any use of a community room, individuals and/or groups wishing to rent the facility room shall enter into this Agreement and shall have completed the City Hall Facility Reservation Application. By signing this Agreement the User is assuring the City that User has been made aware, agrees, and will comply with all terms and conditions associated with this Agreement and all other City policies. The City will decide whether to approve such request after User turns in a signed copy of this Agreement and all other necessary documents.

Section 3. Definitions

- A. “City” means the City of Rancho Cordova, its officials, representatives, agents, and employees.
- B. “User” means an individual or group that obtains City approval to use the Rancho Cordova City Hall pursuant to the terms of this Agreement.
- C. “Facility” means the City of Rancho Cordova’s City Hall and community rooms.

Section 4. General Terms and Conditions

A. Reservations

1. Before entering into this Agreement, User shall have completed and signed the City Hall Facility Reservation Application for the reservation of any of the City’s community rooms. If the City approves the application, the User shall enter into this Agreement.

2. In order for an event to be guaranteed, the City must receive a deposit of at least fifty percent (50%) the estimated fees (cleaning/damage deposit, rental fees, other fees and charges) at the time this Agreement is entered into. The

remainder of any rental fee, and the cleaning deposit, is required fifteen (15) days prior to the event.

3. Any applicant, group or organization may reserve multiple dates for a series of events such as weekly or monthly.

B. Hours of Operation

Events may not last beyond 12:00 a.m. without prior approval from City Staff. This 12:00 a.m. deadline includes cleanup time. User is responsible for making sure guests leave the building at an appropriate time in order for User to finish clean up before the time deadline. Arrangements must be made by the User to have all rental equipment picked up and removed from the Facility the *same day as the event* before the event's time deadline. The City is not responsible for any damage or theft of any items left by the User or any other party attending the User's event.

C. Supervision

Supervision by City Staff is necessary for the public's safety. City Staff shall be responsible for and have complete authority over the Facility being used, all equipment, participants and activities. City Staff shall have authority to request changes in activities or cessation of activities. Users must comply with these requests and instructions. City Staff shall be responsible for enforcement of all City policies, rules, and regulations. The City reserves the right to require additional security whenever it deems it appropriate.

Application approval for the rental of community rooms for groups composed of persons under the age of 21 will be issued only to adults who accept supervisory responsibility throughout the period covered by the rental.

D. Kitchen Usage

Kitchen usage is limited to professional or qualified individuals as deemed by City Staff. Basic food preparation shall take place off site. This means that food may be warmed or kept warm using the warming ovens, and perishables and beverages may be chilled in the refrigerator and freezer. Warming ovens, refrigerators, and freezers must be thoroughly cleaned after use. Kitchen may be rented for additional fee.

E. Illegal Activities

User assumes full responsibility for the conduct of the guests at their function. Illegal activities shall not be permitted. All groups and individuals using the community rooms shall comply with City, County, State, and Federal laws. No profane language, quarreling, fighting, gambling, or lewd conduct will be permitted.

F. Non City-Owned Property

The User's property (equipment, supplies, etc.) must be removed from the Facility immediately following the activity. The City reserves the right to remove any remaining items from the premises and have them stored at the User's expense. If such equipment or supplies are not claimed within three (3) months, the City reserves the right to dispose of such material in any manner it deems appropriate. User will be responsible for any costs of storage and disposal incurred by the City for such equipment or supplies.

Changes, alterations, repairs, or defacement to any of the Facility, its furnishings, or equipment thereof will not be permitted. User shall be held liable for expenses required to repair or replace the Facility, its furnishings or equipment to its original condition.

G. Revocation for Violation

The City may cancel reservations at any time upon a violation by the User of any of the terms and conditions of this Agreement. In the event of such cancellation, all fees will be forfeited.

H. Public Portions

1. The City shall have the right to control and operate the community rooms, including the heating and air conditioning systems and common use areas, in a manner deemed best for the City. City equipment shall not be removed from the Facility.

2. Event participants and activities will be limited to the rented community room and lobby. At no time is it acceptable for parents, guardians or event sponsors to allow children to wander the building unsupervised.

3. The City of Rancho Cordova shall not rent, lease, or allow use of its public facilities by any person or organization that illegally discriminates on the basis of race, color, creed, marital status, sex, religion, national origin, ancestry, or disability. The City will remain neutral on religious and political matters. The City will not sponsor or fund religious or political activities. The name, insignia, seal or address of the City or any of its offices or units shall not be used for or in connection with religious or political purposes or activities.

I. Events Not Covered

Special events or requests not covered in the above policy must be submitted in writing and shall be reviewed by the City to determine appropriate use, fees, and services.

J. Decorations

All decorations must be flame-retardant (UL approved). The use of nails, tacks, scotch tape, staples, pins, etc., is not permitted. The City will provide "blue tape" for signage and

decorations. Decorations and any type of wire or attachment cannot be hung, tied, or draped on any light fixture inside or outside the Facility. Mylar balloons are not allowed; helium tanks need to be on approved carts and bases. All decorations must be taken down and removed from the Facility immediately after the event. Candles must be completely enclosed in a glass or non-flammable holder. The use of glitter, metallic confetti, straw, rice, birdseed, or hay is not permitted inside the community rooms. Outside decorations must have prior approval. No rice, birdseed, or other similar items shall be thrown in or around the Facility.

If any of the above items are used during an event, a minimum \$400 cleaning fee will be assessed.

K. Music

1. City Staff is not required to open the Facility prior to the rental time for musicians.
2. Outdoor events involving music and live bands may not go beyond 10:00 pm.
3. Special effects must be approved by City Staff prior to the event date.

L. Smoking

Smoking is not allowed inside the Facility nor within 25 feet of an entrance. User must provide adequate smoking containers for use outdoors as needed.

M. Services Provided

1. City Staff will be on duty during the entire event. The Staff member will open the Facility and provide information and direction as needed. The Staff member will not be available to serve, decorate or be involved in the event.
2. Tables and chairs are provided upon request and will be set up and taken down by City Staff. City Staff will provide several layouts from which to choose. If User would like a special layout, User must attach a diagram of such layout to this Agreement. Tables and chairs are not to be taken outside by the User or any parties attending the event without prior authorization.
3. If an event requires more than one set-up in the same room, an additional set-up fee of one (1) hour's rental will be charged.
4. There is ample parking surrounding the Facility. Parking availability may be limited due to other events and is not guaranteed.

N. Food

All food must be prepared by, brought onto the premises, and served by User or a caterer that is designated by the User. This Facility does not provide a food preparation area. User or their caterer shall coordinate with City Staff two (2) days in advance in order to confirm catering staff arrival time. A minimum of one (1) catering staff person is required to be on duty at all times during the catered event. Caterer or event coordinator must provide all serving materials. NO FOOD OR DRINKS (OTHER THAN WATER) ARE ALLOWED IN THE COUNCIL CHAMBERS OR HALLWAYS. Caterers are responsible for dumping all leftover non-consumed food waste leftover after the event in the Green Food Waste bins located in the catering kitchen.

Organic Food Material: In the Catering kitchen and community rooms there are specific bins for Organic Food Waste, Trash and Recycling. All renters are required to separate their food waste at the end of their event in the Green bins labeled "Food Scraps". All recyclables must be separated into the blue bins labeled "Recycling." All trash must go in separate bins labeled "Landfill." A Facilities Attendant can assist with pointing out the bins or providing additional bins if necessary.

O. Security of Entrances

All entrance doors on the premises shall be locked when the Facility is not in use. All doors opening to public corridors shall be kept closed except for normal ingress and egress. During use of the community rooms, all exit doors shall be unlocked and shall not be blocked in any manner.

P. Advertising and Promotional Materials

User shall submit all advertising or promotional materials used to advertise or promote meetings or events at City Hall to the City for approval at least fifteen (15) days prior to the meeting or event. The City will review materials in order to assure "truth in advertising" and good taste. All advertising materials used by User shall clearly and visibly state that the meeting or event being held at City Hall is not a City-sponsored or an event of the City. The City may require withdrawal or correction of advertising not approved. The City is not liable for the expense of reprinting or altering promotional materials affected.

Q. Miscellaneous Policies

1. Live animals, except for service animals, may not be brought onto the premises.
2. The User and his/her guests are restricted to the rental area.
3. The City will not be responsible for items left in the building before, during or after an event.

4. The City, or its authorized representatives, may enter any of the rented premises at any time and on any occasion.
5. The City, or its authorized representatives, reserve the right to take photographs of rental events for its own records and for use in future promotional materials.
6. The User agrees to pay reasonable attorney's fees if any part of the City rental or service charge has to be collected by suit or by attorney after the charge is past due.
7. This Agreement may create a possessory interest subject to property taxation. User shall be responsible to pay any possessory interest tax levied by the County of Sacramento.
8. If User or User's agent violates a specific City policy contained herein, the City may withhold all or a portion of the User's deposit.
9. Any matters not herein expressly provided for shall be at the discretion of the City.
10. The City reserves the right to deny or cancel an approval issued for any event or activity for its convenience and exclusive use. In the event of such a cancellation, notice will be given as far in advance as possible and a full refund will be made.
11. User shall inspect community rooms. Upon arrival the User will review the condition of the building with the City Staff person on duty. Damage and unclean items must be brought to the attention of the on-duty personnel before the User's event begins and recorded on the User Inspection form. At the end of the event the City Staff person on duty will accompany the User on a walk-through of the Facility and complete the same check-off form that is to be signed by the User at the end of the event.
12. **Damage to Building.** In cases where property has been damaged or abused beyond normal wear, User will be billed for all damage and additional clean-up.
13. **Storage in Building.** The City does not provide storage in the community rooms. It is not available before or after a rental event. All decorations, props, rented furniture, beverage dispensers, and personal belongings must be removed at the end of the event.

Section 5. General Fees and Charges

A. Costs of renting the community rooms range in price depending on the room and whether the User is a community group. Prices are located in the "City Hall Community Room Rental Information Packet," attached hereto as Attachment A.

B. Payment and Cancellation Policy

1. A fifty percent (50%) deposit of the estimated fees (cleaning/damage deposit, rental fees, other fees and charges) is due at the time the User enters into this Agreement. The remaining balance of total costs is due no less than fifteen (15) days prior to start of the meeting.

2. If the nature of the event or the number of participants changes, the City must be notified at least fifteen (15) days in advance (before the total cost is paid), and if necessary, fees will be charged in accordance with applicable rates. The City reserves the right to disapprove of such changes.

3. All cancellations must be in writing. Cancellations of confirmed reservations will be subject to the following conditions and fees:

a. The User shall be subject to twenty-five dollar (\$25) fee if cancellation is made at least fifteen (15) days in advance of event. City will promptly refund the remainder of User's full deposit.

b. Cancellations made fourteen (14) days or less in advance of the event will result in the User's forfeiture of his/her entire fifty percent (50%) deposit. City will promptly refund any payments made in excess of the fifty percent (50%) deposit.

C. A \$25.00 per room fee may be charged for any rescheduled event.

D. No refunds will be made when the event is canceled by the City due to the User's noncompliance with City rules and regulations.

Section 6. Indemnification

User agrees to defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, demands, causes of action, or liabilities incurred by the City, its officers, agents, or employees, arising from User's acts or omissions under this Agreement or any act or omission of User's officers, agents, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of User, except as may arise from the negligence or willful misconduct of the City, its officers, agents, contractors or employees. In any action or claim against the City in which User is defending City, City shall have the right to approve legal counsel providing the City's defense and such approval shall not be unreasonably withheld.

User agrees to abide by this Agreement and acknowledges having received a copy thereof. User will be held financially responsible for any damage to the Facility or equipment, which occurs through the User's meeting or event at the Facility.

Section 7. Insurance and Security Requirements

A. Insurance

User shall take out, at their expense, and keep in force during the event covered by the Agreement, broad form comprehensive general liability insurance, naming the City as additional insured. Amounts of required insurance will be based on the type and size of the event with limit of coverage of \$1,000,000. A waiver or subrogation and endorsements are required.

B. Security

1. Based on the size and type of your event, private security may be required. Arrangements and costs are responsibility of User. Private security may be obtained by any security agency licensed and bonded by the State of California. A copy of the security contract must be provided at least fifteen (15) days prior to the event. When applicable, the City may require adult chaperones for youth activities. A list of these chaperones must be submitted to the City at least fifteen (15) days prior to the event, including their addresses and phone numbers. City shall have the absolute right to enter premises herein specified, or any portion thereof, at all times.

2. On the day of the event, City Staff will be responsible for informing the security company of what their responsibilities will be during the event and what is expected of those renting the Facility. The security company will furnish the City with incident reports that will be available upon the City's request.

3. In an effort to ensure a safe environment throughout the Facility, security officers from one event or security company may be requested to assist, by their presence, with another event in the same Facility. A security company's purpose within the Facility is to provide a safe environment for all individuals and to assist with the enforcement of the City's Facility use policies and procedures, including the use of alcohol. Armed security officers are not permitted on the premises.

Section 8. Alcoholic Beverage Policy

The City shall abide by all laws of the State of California concerning the use and serving of alcohol. Each User wishing to have alcohol at their event must also sign the "Alcohol Management Policy Acknowledgement," attached hereto as Attachment B, and to abide by the following regulations regarding alcohol use in City facilities.

Alcoholic beverages may be consumed without a permit when there is no monetary exchange for the beverage and when there is no admission charge for the event. **Alcohol is also not permitted at any event of which the focus is for a minor (such as a graduation or birthday celebration).**

Alcoholic beverages require additional insurance unless provided and served by a licensed caterer. Please note that the caterer's insurance only covers the alcoholic beverages, not the Facility. We ask that the serving of alcohol be approved (see below) and a copy of the license on file no less than fifteen (15) working days and no more than thirty (30) days prior to function date, or at the time a contract is signed with proper insurance. All license fees are the responsibility of the User.

A. Summary of Pertinent California State Laws

1. It is illegal to give, serve, or sell alcoholic beverages to any person under age twenty-one (21). This law applies to parents and other family members of minors.
2. Identification as evidence of age must be issued by a government agency (state or federal) (i.e. valid driver's license). Documents altered in any way are unacceptable.
3. It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person.
4. It is illegal to be intoxicated in public.
5. It is illegal to drive under the influence of alcohol or with a blood alcohol level of .08% or higher.
6. One-day licensed alcohol servers/sellers must be 21 years of age or older.
7. Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.

B. Responsible Beverage Service Policies and Procedures

1. The City reserves the right to close any event, which violates the Alcohol Management Policy or poses a health or safety risk.
2. Copies of this policy will be distributed to, read, and signed by all persons who will be serving alcoholic beverages at the event. Signed copies must be submitted to City Staff.

3. Necessary licenses to serve or sell alcohol will be obtained. Any group who sells alcohol, or charges an admission fee and serves alcohol, must obtain a temporary liquor license from the State of California Alcoholic Beverage Control Board. A copy of the license must be on file with the City, **15 business days prior to the scheduled event.**
4. Proposition 65 signage on the potential health risks of alcoholic beverages will be posted as required. City Staff will provide signage.
5. Alcoholic beverages will not be promoted in such manner as to encourage over-consumption. Self-service bars, drink contests, discounted drinks, and “all you can drink” offers are prohibited.
6. Portions of the Alcohol Management Policy may be waived only with written permission from City Staff.
7. Proof of Age will be required for anyone appearing to be 30 years of age or younger. Age identification must include date of birth, physical description, and photograph. Servers will confirm that the I.D. is that of the presenter.
8. Non-alcoholic beverages (sodas, juices, waters, etc.) will be promoted and made available for the duration of any event where alcoholic beverages are sold or served.
9. At events of three (3) hours or longer, alcoholic beverages service will be stopped one (1) hour before the end of the event.
10. All beverages will be served in plastic cups. Alcoholic and non-alcoholic beverages will be served in distinctly different containers. Glassware may be used only with the permission of City Staff.
11. A **standard drink** is a 12-ounce beer, a 4-ounce glass of wine or a 11.4-ounce of distilled spirits. Serving practices will reflect this equivalency. (Beer cup size will not exceed 14 ounces).
12. At wine tastings, servings will not be greater than one (1) ounce.
13. Alcoholic beverage sale/service will be limited to two (2) drinks per person at each visit to the point of service.
14. Non-alcoholic beers and wines will not be sold or served to minors.
15. No alcoholic beverages may be brought into or taken out of the event by guests or participants.

C. Staffing/Server

1. At least one person trained in responsible beverage service will be present for the duration of the event to assist servers and monitor the event. The event monitor will assume responsibility for insuring adequate communication between event workers and City Staff. The name(s) of the designated event monitor(s) will be submitted to City Staff before the event.
2. Clearly identified security personnel will be posted at the alcohol serving area.
3. At least one (1) person present for the duration of the event will be designated to assist with arrangements for alternative transportation for alcohol impaired individuals, if requested by City Staff or event participants. The name of this person will be submitted to City Staff before the event.
4. Alcoholic beverage servers will be identified as such through the use of badges, buttons, pins, vests, etc.

D. Obtaining a Temporary Liquor License:

The Department of Alcoholic Beverage Control (ABC) will issue daily licenses to non-profit groups who wish to sell beer, wine or distilled spirits at fundraisers. Events involving exchange of monetary consideration to raise funds (example: drinks for sale or part of a purchase of a meal ticket) require a license. The daily application license form is available through the City of Rancho Cordova Police Department, 2897 Kilgore Road, Rancho Cordova, CA (916) 875-9600.

At the police department, the User should ask for an "ABC Form 221 – Daily License Application." This form needs to be approved and signed off by the police department before submitting to ABC. ABC will accept the signed license with a \$25.00/per day fee and documentation that the User's organization has non-profit status--no less than ten (10) days prior to User's event. The address is: 2400 Del Paso Road #155, Sacramento, CA (916) 419-1319.

Section 9. Clean-Up Responsibilities

A. Clean-up is the User's responsibility. User is expected to provide sufficient supervision to minimize spillage of food and beverages on the Facility floors during the rental event. User is also expected to clean up spillage in a timely manner to minimize leakage to the sub-floor of the building.

B. User must finish the clean-up no later than the time the User has identified as the ending time for his/her event. The User is responsible for the following cleaning duties:

1. All tables must be cleared of all items such as table linens, dishes, decorations, etc.
2. All trash must be placed in the receptacles provided. If any trash will not fit in the receptacles, such as boxes or large items, these must be broken down and taken out to the trash dumpsters located behind the building. City Staff will provide additional trash liners if needed.
3. All decorations must be taken down and removed from the Facility.
4. User is responsible for all kitchen clean-up. The kitchen area must be thoroughly cleansed and returned to its original level of cleanliness. This includes all work areas, ovens, refrigerators, sinks and floors. Supplies needed to clean the kitchen properly must be provided by the User or caterer. City Staff will provide a mop, bucket, broom and trash liners.

C. Any User leaving excessive trash in the main hall, kitchen, restrooms, lobby, and/or outside of doors is subject to additional charges. All or a portion of the cleaning/damage deposit will be withheld if the Facility is not adequately cleaned, or if damage occurs.

By signing below, User acknowledges that he/she has read and agrees to all above terms and conditions.

User's Signature

Date

User's Name

Organization (If Applicable)

Date of Event