



FACILITY USE APPLICATION AND RENTAL AGREEMENT

First Name _____

Last Name _____

Address _____

City _____ State _____ Zip Code _____

Email Address _____

Phone _____

Organization Name _____

Address _____

City _____ State _____ Zip Code _____

Email Address _____

Phone _____

Non-Profit: No Yes (IRS Letter Required)

IRS Non-Profit Number _____

Type of Event/Activity: _____ Attendance: _____

Food/Beverages Served: No Yes
 If Yes, Light Snacks Meal

Alcohol Served: No Yes Sold

Charging for Event: No Yes

Open to Public: No Yes

Asking for Donations: No Yes

Event Co-Sponsored by City of Palo Alto: No Yes
 If Yes, List Department Name & Contact Person: _____

List Equipment Needed (AV, Furniture, Piano, etc.) _____

Responsible Person Day of Event: _____ Cell #: _____

ROOM/ CAMPSITE NAME	START DATE & END DATE	DAY OF WEEK	ENTER TIME/ SET UP TIME	PROGRAM START TIME	PROGRAM END TIME	EXIT TIME/ CLEAN UP TIME	REPEAT INSTRUCTIONS
							<input type="radio"/> No Repeat/One Time <input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly Exceptions: <input type="radio"/> All City Observed Holidays <input type="radio"/> List Other: _____

Event Notes: _____

TERMS OF AGREEMENT

I on behalf of the organization or myself have read and understand the facility rental agreement. I agree to inform persons participating in this proposed activity of the terms and conditions of the permit, if granted, and agree to comply with the conditions set forth in the permit. I understand that I am responsible for the actions and behavior of my guests, and I assume responsibility for any damages or extra fees that might be incurred due to my guests' actions or behavior. I further agree to hold harmless and indemnify the City of Palo Alto, its officials, officers, employees and agent for any liability, loss or damage due to personal injury, death or property damage caused by or resulting from activities permitted by this rental agreement, excepting that which is caused solely by the negligence, recklessness or willful misconduct of the City, its officials, officers, employees or agent. I have also read and reviewed the rental conditions on the back of this form.

FOR OFFICE USE ONLY

Application: Approved Denied

Facility Manager _____

Received _____

Date Approved _____

Key: _____

Applicant's Signature _____ Date _____

Credit Card (REQUIRED)

I understand that payment for the deposits and fees associated with this permit must be made by the indicated date(s). I hereby authorize the City of Palo Alto to charge past-due balances and cleaning/damage fees associated with this permit to the card listed on file.

Non-profit: Req Received Insurance: Req Received

Setup Diagram: Req Received

Initial Payment: Paid Paid in Full: Paid

Fees to be Charged: Date: _____ Amount: _____

Name on Card: _____

Last 4 Digits: _____ CVV: _____

**In order to pay by credit card, please visit one of our community centers or save your credit card number in your [Enjoy account](#).*

RENTAL CONDITIONS

Reservations: Reservation Applications are accepted up to a year in advance on a first come, first served basis, with preference given to on-going, City and City-sponsored programs.

Applications for the Cubberley Community Center are accepted beginning in May of each year for the booking period of September of the current year through August of the following year.

Applications submitted less than thirty (30) days prior to an event date are subject to the approval of the Facility Manager, availability of space, availability of staff, current insurance, payment of total fees, and special conditions for facilities such as gymnasiums.

Application Submission: Before a reservation request can be accepted the rental application must be filled out and signed by an authorized person 21 years of age or older. Name must be consistent on all required documents. Residency verification will be required to qualify for any applicable Palo Alto resident discounts. No reservation is confirmed until the application has been approved and the reservation payment is paid in full. Approval is dependent upon intended use, availability, applicant's agreement to abide by the terms and conditions listed herein and any other conditions deemed necessary by the Facility Manager (as attached to the approved contract).

Insurance: Your rental may require a certificate of general liability insurance that names the City of Palo Alto as an additional insured in the minimum amount of one million dollars due thirty (30) days before your event. Insurance must be provided by a carrier rated A-VII or higher by Best's Insurance Rating Service. Failure to provide or purchase insurance will result in the cancellation of the booking. Staff will let you know if insurance is required upon application approval.

Fees & Charges: See fee schedule for rental rates. **A down payment (50% of all incurred charges) is due upon application approval.** This is refundable, with written permit holder request, within 10 calendar days from application approval. Refunding the down payment will cancel your permit. After the 10 days has passed, the amount is no longer refundable. The remaining balance is due thirty (30) days before the event, this is also non-refundable. Failure to pay rental charges when they are due may result in cancellation of your reservation and/or charges to the credit card on file. Picnic areas, field house, camp sites, Interpretive Center meeting rooms, and Banners all require full payment upon application approval.

A) Non-profit Discount: Non-profits providing a majority (51% or more) of their service to Palo Alto residents are eligible to receive a non-profit discount. Palo Alto-serving organizations must submit an IRS letter of nonprofit 501(c) (3) status with their application. No discount will be given if fees are charged by the renting organization or donations requested for the event.

B) Facility Staff: Facility staff is required if the activity is held outside the posted hours of the facility or if the nature of the event makes their presence necessary. The facility staff is on duty to assist the client and for facility safety. The Facility Manager will determine the

number of staff required. In some cases, and at the permit holder's expense, the services of a professional security firm may be required based on the type of event and the number of participants. Permit holder is responsible for set-up, clean up, and take down of rooms. City facility staff will be on the premises at all times during rental period. *Staff will not be on site for rentals at the Alma Room or Peers Park Field House.*

C) Cleaning and Damage Deposits/Overtime:

A refundable cleaning/damage deposit of up to \$2,000 may be assessed. Cleaning and/or damage expenses, extra staff time, and/or extra room rental time may be deducted from the cleaning/damage deposit and/or charged to the credit card on file. Permit holder will be signed out of the facility by the facility staff on duty, when applicable. Any charges incurred to return the venue to its original condition, reasonable wear and tear excepted, will be deducted from the cleaning/damage deposit and/or charged to the credit card on file. This deposit may be forfeited for violations of ANY rental conditions named herein.

If cleaning/damage deposit was charged, permit holder will be charged for any damages in excess of the deposit. If no deposit was required, permit holder will be charged for any damages, cleaning expenses, and overtime.

D) Rental Time: Must include time for set up, decoration, take down and facility clean up. Rental times differ among facilities so please check when events must conclude. Any requests to modify dates, times, rooms, equipment, etc., to an existing contract must be made in writing fourteen (14) days prior to the event. Any fees incurred due to the amendment will be payable immediately. Deliveries and pickups cannot be outside the rental period, unless prior arrangements are made with the Facility Manager.

In respect for our neighbors, for events that have live or recorded music, the music must conclude by 11:00 p.m. on Fridays and Saturdays and by 9:00 p.m. Sunday through Thursday. Any exceptions require prior arrangements and approval of the Facility Manager.

E) Cancellations: Must be made in writing and received thirty (30) days before the event. **One half of rental fees and charges is non-refundable unless the City cancels the permit, wherein a full refund will be made. No refund is given if cancellation is made less than thirty (30) days before the event.** The City reserves the right to cancel an applicant's permit, if the City deems the facility not usable or unsafe due to natural causes, repair, renovation, or is deemed an unsuitable facility for the event by the City. Changes to previously approved permits may result in cancellation of the permit.

SPECIAL CONDITIONS

A) Liquor Conditions: Sale or dispensing of distilled spirits at any rented City facility is strictly prohibited. The sale of beer and wine requires the Facility Manager's prior approval, liquor liability insurance, and a state license, which is the responsibility of the permit holder to obtain. No alcohol may be brought into the facility except that which is served by the

permit holder. Based on the type of the event, the number of participants, the presence of minors at the event, and other criteria, the Facility Manager may require additional security deposits, the use of City-approved security officers, and other safeguards at events that sell or dispense alcoholic beverages (beer, wine and champagne). No alcohol is permitted at Rinconada Pool.

If food/refreshments are to be sold, a health permit is required and is the responsibility of the permit holder to obtain. Proof of the licenses must be on file with the appropriate Facility Manager fourteen (14) days before the event.

B) Sound Restrictions: Sound, as heard from outside the rented facility, cannot be greater than 15 dB above the local ambient noise level at a distance of 25 feet or more from the facility (PAMC 9.10.050). Sounds from an event must not interfere with any other scheduled events. Amplified sound is not permitted in the Art Center Sculpture Garden or Courtyard at any time. In order to protect the habitat of nesting swallows, amplified music is not permitted at the Baylands Interpretive Center mid-March through mid-September.

C) Equipment: Check with facility staff for availability and fees.

Permit Holder's Responsibilities: Returning the facility to its clean and tidy condition existing at the beginning of the rental is the renter's responsibility. Unless otherwise specified City staff will not provide janitorial service for the event. Spilled food or beverages must be cleaned up immediately. All equipment, decorations, food, beverages and trash must be removed and properly disposed of. The City is not responsible for any materials or equipment left by the renter after the event. No rice, confetti, birdseed, or other substances may be thrown in or around the facility. Decorations must be flame retardant and fastened in an approved manner. Lighted candles, incense and open flames may be permitted under special conditions. Check with the facility staff for particular facility rules. All City facilities prohibit smoking inside or outside (within 20 feet of a public entrance). Posted parking rules must be observed and authorized parking stalls used.

The Alma Community Room: Only incidental snack foods, i.e. cookies, soft drinks, coffee, can be consumed in the room and food preparation is prohibited onsite. No alcoholic beverages, smoking, amplified music or sound is allowed. Parking at Alma Plaza is limited to (1) hour parking and is strictly enforced.

The Community Room is available for use weekdays from 8:00 a.m. to 1:00 p.m. and after 6:30 p.m. The room is also available weekdays from 1:00 p.m. to 4:00 p.m. for groups not more than 20 people. For weekend use, the Community Room is available from 8:00 a.m. to 11:00 a.m. and after 6:00 p.m.

All capacity limits must be adhered to and are set by the Fire Marshal.