

THANK YOU FOR YOUR INTEREST IN RENTING WITH US!

PRIOR TO SUBMITTING YOUR APPLICATION PLEASE CREATE AN ACCOUNT AT:

<u>cityofpaloalto.org/enjoyonline</u>

AND SAVE YOUR CREDIT CARD TO YOUR ACCOUNT.

APPLICATIONS SUBMITTED PRIOR TO CREATING AN ACCOUNT AND SAVING YOUR CREDIT CARD WILL NOT BE PROCESSED OR APPROVED.

IF YOU NEED ASSISTANCE, PLEASE CONTACT LSCC@CITYOFPALOALTO.ORG OR 650.463.4900



Lucie Stern Community Center Rental Agreement

Please read and initial next to each numbered item. Applications will not be processed without this form.

- 1) ____ Enter and exit the facility at your scheduled rental time, only.
- 2) _____ Payments can be paid in full or broken down into two payments, failure to pay on time will lead to cancellation of your permit. First payment, \$500 cleaning/damage deposit + 1/2 of total rental fees is due immediately upon application approval. You have 10 days from the approval date to cancel your event for a refund in full. The final payment is the remaining 1/2 of rental fees and is due 30 days prior to event.
- 3) ____ Rates may change at our fiscal year (July), any changes made after this, may result in a higher balance.
- 4) _____ Facility Attendants are on-site to
 - a. Let you into the facility on time
 - b. Ensure that the rooms and restrooms are tidy and ready for use
 - c. Have available for use, all pre-arranged facility amenities
 - d. Enforce facility rules and regulations.
 - e. Remain on premises, and be available at all times
 - f. Assist in any emergency situation requiring fire, police, or ambulance services.
 - g. To ensure the safety of our patrons, and to lessen the possibility of damage to our facility, the attendant must periodically survey the exterior of the building.
- 5) _____ Set-up and clean-up are the responsibility of the renter and must be conducted and completed between the hours of the contracted rental agreement.
- 6) _____ Cleaning is required before the end of your scheduled rental time. This includes but is not limited to wiping down tables and chairs, sink, stove, counter tops and cabinet doors, clean out refrigerator, sweeping/mopping floors as needed, vacuuming, placing trash in bags provided and removing filled trash bags from building to outside dumpsters.
- 7) ____ Rooms are expected to be returned in the condition they were found at the start of rental. Failure to adhere will forfeit your cleaning and damage deposit.
- 8) ____ NO open flame, such as wax candles, votives, chafing dishes without special permission from the CPAFD
- 9) _____Absolutely **NO** balloons or inflatables of any kind allowed on City of Palo Alto facilities.
- 10) _____ It is **NOT** permitted to:
 - a. Throw rice, confetti, birdseed, glitter, or other substances in or around the facility
 - b. Place food or beverages on the piano
 - c. Move piano out of the ballroom
 - d. Dispose of ice or other beverage on any grass surface
 - e. Use any office equipment or enter any office spaces

- f. Drive vehicles onto any grass area (ZERO exceptions)
- g. Allow minors under the age of 21 to consume alcoholic beverages
- h. Hang up decorations with anything other than blue painter's masking tape.
- 11) ____ Music shall be no louder than 70 dBs at a distance of twenty-five feet or more from source.
- 12) ____ The individual making the reservation has reviewed and understands the refund and cancelation policies and understands that they must be on site for all dates listed on their permit.
- 13) ____ Children 17 and under must be supervised at all times.
- 14) ____ I agree to adhere to the City of Palo Alto's Zero Waste policies. (Cityofpaloalto.org/zwparties)
- 15) ____ Only beer, wine, and champagne, are permitted with proper insurance coverage at events.
- 16) ____ Smoking is prohibited in all public spaces.
- 17) ____ Permit holder is responsible for all attendees of the function. Any gathering considered dangerous, a disturbance of the peace, or endangering public property is subject to closure without refund of the rental fee or security deposit.

NON-PROFIT RENTALS ONLY:

- 18) ____ Charging for event(s), accepting donations, or fundraising will null and void the discounted non-profit rate, resulting in updated charges of resident or non-resident rates pending location of your non-profit.
- 19) ____ 501(c)3 must be submitted with rental application in order to receive the non-profit discount.

REOCCURRING RENTALS ONLY:

- 20) ____ Payments for your rental are due the first day of each month in which you have a reserved space.
- 21) ____ Early cancellation of permit can be processed 30 days prior to your amended end date, with no charges for canceled dates.

Please contact us at <u>lscc@cityofpaloalto.org</u> with any questions or concerns that you may have about these agreements. Our full "Guidelines for Use" is available on our home page.

Please check this box if you would like to make your entire payment upon approval of your application (your rental fees will be processed in full) _____

Please check this box if you prefer your total to be split into two (2) payments (only applicable if your event is more than one month out.) ____

I have read, understand, and will abide by the "guidelines for use" during my facility rental. Failure to do so, may result in rental cancellation and forfeit of deposit and/or additional charges.

Print name

Signature

Date of Application

Date of Event



CITY OF PALO ALTO

FACILITY USE APPLICATION AND RENTAL AGREEMENT

First Name					Organization Name							•••••
					-							
Last Name						Address						
Address						City			State	-	Zip Code	
City	State	Zip Code			Email Address							
Email Address			Phone									
Phone				Non-Profit: O No O Yes (IRS Letter Required) IRS Non-Profit Number								
Type of Event/Activ	vity:		Atte	endance:	·	Event Co-Sp If Yes, List D						ss
Food/Beverages Served: ONo OYes												
If Yes, O Light Snacks O Meal Alcohol Served: O No O Yes O Sold			old	List Equipment Needed (AV, Furniture, Piano, etc.)								
	0	0	0									
Charging for Event	-		O Yes			Deereereikle	Davaara		E. in the			
Open to Public: ONO Asking for Donations: ONO			O Yes O Yes			Responsible Person Day of Event: Cell #:						
ROOM/				DDOCDAM	:	PROGRAM	EXIT TI					
CAMPSITE NAME	START DATE & END DATE		SET UP TIME	PROGRAM		END TIME	CLEAN UP		RE	PEAT	INSTRUCTIO	NS
									Exception	O Wee ns:	ne Time ekly O Month rved Holidays	lly
									OList Other:			
Event Notes:												
TERMS OF AG	zation or myself	have read ar				al agreement. I a Inditions set fort						

ns 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	Received	Non-profit: OReq OReceived Insurance: OReq OReceived Setup Diagram: OReq OReceived					
Facility Manager	Date Approved	Initial Payment:	Paid P	Paid in Full: Paid Amount:			
Key:							
Applicant's Signature	Date						
		Name on Card:					
Credit Card (REQUIRED)		Last 4 Digits		CVV:			

Last 4 Digits:

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.

*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 Citysponsored 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. Items left beyond the agreed upon pickup will be discarded, and your deposit may be kept for additional time used in the rental space.

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.