



# FACILITY USE APPLICATION AND RENTAL AGREEMENT

- Lucie Stern Community Center
- Cubberley Community Center
- Art Center
- Baylands Nature Center
- Mitchell Park Community Center
- Rinconada Pool
- Foothills Park
- Peers Park Field House
- Other

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 Activity:  Attendance:

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

Alcohol Served:  No  Yes  Sold

Event Insurance:  Buy  Provide  On File

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 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 style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> No Repeat/One Time <input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <b>Exceptions:</b> <input type="radio"/> All City Observed Holidays <input type="radio"/> List <input style="width: 100%;" type="text"/> Other: <input style="width: 100%;" type="text"/>

## 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  Date Approved

Received

Key: \_\_\_\_\_

**Nonprofit:**  Req  Received **Insurance:**  Req  Received

**Setup Diagram:**  Req  Received

**Initial Payment:**  Paid **Paid in Full:**  Paid

**Fees to be Charged:** Date:  Amount:

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.

Card Number:  Expiration Date:

Name on Card:

## 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 for Rinconada Wading Pool are accepted beginning in February annually for the April through September private pool party season.

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:** All rentals require 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. Insurance may be available for purchase through the City of Palo Alto. Failure to provide or purchase insurance will result in the cancellation of the booking.

**Fees & Charges:** See fee schedule for rental rates. **A non-refundable reservation down payment** (at least one third of rental fees and charges) is due within ten days of permit approval, with the balance due thirty (30) days before the event. Failure to pay rental charges when they are due may result in cancellation and/or charges to the credit card on file.

**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.

### **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 third 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.

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

# Foothills Park General Information

Welcome to Foothills Park, one of Palo Alto's Open Space nature preserves. To ensure that you and your party have a safe and enjoyable time, please note the rules and regulations described below. If you have more questions, please talk to a ranger or call the park at 650-329-2423.

## **RESIDENCY REQUIREMENTS (Effective 12/17/2020 Foothill Park will be open to General Public)**

- Foothills Park is open to Palo Alto residents and their accompanied guests only. Proof of residency is required.
- Each Palo Alto resident may accompany up to 15 non-resident guests. However, your total group size may not exceed 24 adults and children without a reservation made in advance.

## **GROUPS AND GUEST LISTS**

- Groups of 25 or more residents, non-residents and children must obtain a written permit in advance or reserve Oak Grove Picnic Area in advance.
- Groups of up to 24 are permitted at any time. The total number of your party, including residents and non-residents, adults and children, may not exceed 24.
- There must be one (1) resident per 15 non-residents, children included.
- Small groups of 24 or fewer may submit guest lists to the rangers at the entrance station on the day of your gathering. The small group guest list may not be submitted in advance, and must be given to a ranger in person. The total number of your party, including residents and non-residents, adults and children, may not exceed 24.
- Guest lists for reserved areas (Oak Grove picnic area, Interpretive Center meeting room) must be submitted one week in advance of the reservation. A guest list form is available at <http://bit.ly/FHPguestlist>. The guest list must include all members of your party expected to attend: you and your family, other resident guests, non-resident guests, and all children.

## **TRAILS AND ROADS**

- Stay on lawns, roads and marked trails only. Marked trails appear on our trail maps.
- Please stay off unmarked trails made by animals.

## **FIRES, BARBECUES, AND GRILLS**

- Only charcoal may be used in the provided barbecues.
- Burning wood is prohibited. Collecting wood is prohibited.
- Personal and portable grills, whether gas or charcoal, are not permitted.

## **DOGS**

- Dogs are allowed in Foothills Park on weekdays only. They must be leashed and under physical control at all times.
- Dogs may not enter the park on weekends and city holidays. They may not be left in a car. Visitors arriving at the park with dogs on weekends or city holidays will be turned around at the entrance. See below for a list of city holidays.

## **FISHING AND BOATING ON BORONDA LAKE**

- Fishing is permitted with a valid California fishing license. All California State Fish and Game rules apply.
- Non-motorized, hand-launched watercraft are permitted. Inner tubes and inflatable rafts are not permitted. Per state law, there must be a flotation device for each person in the watercraft.
- No swimming or wading.
- The lake closes one half hour before park closing.

## **PARKING**

- Park only in designated areas or off the roadway. Two vehicles, including emergency vehicles such as fire trucks, must be able to pass side-by-side where you park.

## **OTHER**

- No smoking anywhere in Open Space.
- Do not feed the wildlife, including the ducks on Boronda Lake.
- Remote-controlled devices are not permitted in Open Space.
- Generators and items requiring generators are not allowed.
- Amplified music is allowed but is not to be heard outside your immediate area so others using the park are not disturbed.
- Bicycles are permitted on paved roads only, and not on trails. All riders must wear helmets.
- Coasting devices such as hoverboards, skateboards and scooters are not permitted.
- Please remember that Foothills Park is a nature preserve. If you are considering a non-typical park use, please call park staff in advance to inquire if it is allowed or appropriate.

## **PARK HOURS**

- Foothills Park is open every day at 8:00 a.m. and closes at a specific time based on sunset. See <http://bit.ly/PAopenhours> for closing times.
- Last entry to the park is one half hour before closing.
- All visitors must exit the park before park closing.

## **DOGS AND CITY HOLIDAYS**

Dogs may not enter Foothills Park on weekends or city holidays.

New Year's Day, January 1  
Martin Luther King, Jr. Day, 3rd Monday in January  
President's Day, 3rd Monday in February  
Memorial Day, last Monday in May  
Independence Day, July 4  
Labor Day, first Monday in September  
Columbus Day, 2nd Monday in October  
Veteran's Day, November 11  
Thanksgiving, 4th Thursday and Friday in November  
Christmas, December 25



## 2016/ 2017 FACILITY USE FEE SCHEDULE

Effective July 1, 2016

To make reservations, go to [enjoyonline.cityofpaloalto.org](http://enjoyonline.cityofpaloalto.org)

Facility	Fee
Oak Grove Picnic Area	
1-50 people	\$75.00 per day
51-100 people	\$149.00 per day
101-150 people	\$205.00 per day
Towle Camp Campsites (Any campsite, 7 days a week)	
	\$35.00 per site
Interpretive Center Meeting Room (includes setup and cleanup time)	
	\$83.00 per hour
Equipment for Interpretive Center Meeting Room (check with facility for availability)	
TV monitor with DVD player	\$29.00 per use
Guest wifi available	No charge

<b>Cancellation Fees</b>	
Greater than 14 days' written notice	One-third of Total Charges
Less than 14 days' notice	No Refund
Damage and Cleaning Deposit	\$25.00 - \$1000.00
Non-Profit Organization Discount (for facility rental fees only with City approval)	50%