



City of Escalon COMMUNITY CENTER RENTAL AGREEMENT

Please read the following policies and procedures carefully. A full understanding is required before signing this agreement. Please read the following, initial in required areas, and sign below that you have read and understand the requirements. Your signature on this agreement is the City's guarantee that you assume full responsibility for the facility while you have it rented.

Renter must be a minimum of 21 years of age. A photo I.D. with the renter's address and birth date must be submitted when making the reservation. Fees will be charged based on the address on the photo I.D. unless further documentation of address is presented. The renter, or a designated, responsible individual, must be present at the facility for the duration of the event.

Reservations

Reservations are made in person only, first come-first served, at City Hall during office hours of Monday through Thursday, 8 am-12pm and 1pm-4pm – no phone reservations will be accepted. Reservations may be scheduled up to 12 months in advance and no later than 30 days prior to the event. Based on availability, and with prior approval from the City, an event may be scheduled less than 30 days in advance.

Once a reservation has been made and the renter desires to make changes such as the hours of use or change the number of people, then the change request must be done in writing and is subject to approval by the City. Changes may be made up to 15 days prior to the event.

Renter's Initials _____

Rental Times

For a one-day rental the facility will be available for use as early as 7:00 a.m. the day of the event. The renter must clean and vacate the facility by 1:00 a.m. the following morning.

The facility is only available for use the day/evening before your event (no earlier than 2 p.m. and no later than 9:00 p.m.) if you have rented it and paid the applicable fees (subject to availability), no exceptions will be made.

Renter's Initials _____

Cancellation

Renter must notify City, in writing, of a cancellation at least 30 days in advance of the scheduled reservation. Renters will then be reimbursed 90% of the original deposit. Cancellation after 30 days will result in the forfeiture of the entire amount of the original deposit.

*Renter's Initials*_____

Use of Alcohol

NO ALCOHOLIC BEVERAGES WILL BE PERMITTED AT YOUTH ORIENTED EVENTS. Youth oriented events include birthday parties, quinceaneras, youth fund-raising events, teen dances or any other event in which the primary participants are under 21 years of age.

For all other events, alcohol service will end one hour before the end of the event and for no longer than six (6) hours maximum. All alcohol must remain inside the facility and fenced patio area. Alcohol is not permitted in the parking lot or any where outside the building and fenced patio area.

All alcoholic beverages will be served from the beverage area other than wine served at a dinner or buffet, which may be placed on the tables.

Alcohol SOLD by any means (selling tickets, donations, cost in admission, etc.) will require an Alcoholic Beverage Control (ABC) Permit. In order to apply for this permit, Renter must obtain a letter from the City addressed to the Alcoholic Beverage Control advising the use of the facility. Once obtained, Renter must provide proof of an ABC permit to the City within seven (7) days of the event or sooner.

*Renter's Initials*_____

Smoking

As per Government Code Section 7597, no person shall smoke any tobacco product inside a public building, or in an outdoor area within 20 feet of an exit, entrance, or operable window of a public building. This means no smoking is allowed in the patio area.

Insurance Requirement

General Liability Insurance is required for all events at the Renter's expense. A minimum of \$1,000,000 must be secured and a Certificate of Insurance and an Additionally Insured Endorsement naming the City of Escalon must be provided. If alcohol is SOLD at the event, the Certificate must also state "Full Liquor Liability". Renter may obtain this insurance through their home owner's insurance or they may purchase it through the City.

Damages & Personal Property Loss

Renter shall be responsible for any and all damages to the real and personal property of the Community Center, including but not limited to: the premises, equipment and appliances, lights, restroom and fixtures, parking lot, furnishings, cooking utensils and landscaping.

THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOST PERSONAL PROPERTY OF THE RENTER.

Host/Hostess

A Host/Hostess will be assigned to your event. Renters will NOT be given a key to the facility. The Host/Hostess will be present at the walk through before and after the event and will open the Center for set-up. Other duties will include opening/closing the Center for functions, maintaining adequate supplies and inspecting equipment to be sure it is in proper working order.

Walk Through

A full walk through of the building will take place before and after the event. The person responsible for the rental must be present at each walk through. The before event walk through will allow the renter to understand the lighting, heating/cooling, access areas and other operations of the facility. The after event walk through will be to go over the clean-up checklist.

Security

The City of Escalon reserves the right to require security personnel during any event. The number of officers required for your event and the hours they will work will be decided by the Chief of Police. The Escalon Police Department will provide the security at the Renter's expense as shown on the Security Agreement. Payment must be received and the Security Agreement on file with the Escalon Police Department no later than 30 days prior to the date of the event.

Renter's Initials _____

Janitorial

All Renters are required to pay the janitorial fee as set forth on the Rental Application to cover the cost of routine janitorial services which must be performed after each event.

Damage/Cleaning Deposit

Renter shall pay a Damage/Cleaning Deposit as set forth on the Rental Application. This deposit will be used to cover any excessive or unusual cleanup done by the City, and/or loss or damage to the facility. The deposit is in addition to the rental fee and may be refunded upon the approval of the City after the final walk through. The refund will be mailed to the Renter within four (4) weeks after the event. Costs exceeding the deposit will be billed to the Renter.

Renter's Initials _____

Payments & Documents

Renter shall pay rental fees as set forth on the Rental Application. A completed rental application and rent deposit is due at the time of reservation. The rent deposit will be 50% (half) of the TOTAL FEE. The remainder of the fees and all other documents (i.e. certificate of insurance, security contract) are due 30 days prior to the event. Any payment made later than 30 days prior to the event must be made by cash, cashier's check or money order – no checks will be accepted.

If full payment and all documents are not received 30 days prior to the event, the event will automatically be cancelled. There will be no reminders sent from the City. It is the Renter's responsibility to be aware of the due date.

Renter's Initials _____

Rights of the City

The Police Department, Fire Department and/or a designated City representative shall have the right to enter the Center at any and all times during the event for the purpose of inspection and may terminate any event deemed to be detrimental to the health, safety or welfare of the participants, community or premises. If an event is terminated, Renter shall be responsible for any and all costs and shall not be eligible for any reimbursements.

Renter's Initials _____

Facility Use

1. Rental includes use of the following rooms only (refer to diagram on page 7): hall, lobby, kitchen, bar, restrooms, patio and meeting room. The Senior Room is available upon request to Council-approved, non-profit organizations only.
2. Renter shall be solely responsible for setting up, arranging, and decorating the facility. Renter is responsible for removing any and all personal property at the end of the event before leaving. All items must be removed from the facility by 1:00 a.m. Renter is not allowed to store anything for pickup the next day.
3. All decorations must be fire retardant. Tacks, pins, nails, staples, transparent tape and duct tape are not permitted. **Only masking tape is permitted.**
4. Renter shall place all solid waste and garbage in the designated containers with plastic liners. When a container is full, the plastic liner shall be placed in the large

garbage bin at the north side of the facility. All used cooking oil or oily liquids shall be poured into containers with plastic liners. No oil or oily liquids shall be poured into any facility drains.

5. Should Renter serve any seafood that causes a strong odor to remain in the building, then Renter must disinfect and thoroughly clean all areas and garbage cans. Should the City need to do any additional cleaning due to seafood odors, then the additional costs for that cleaning shall be retained from the Damage/Cleaning Deposit.
6. Renter shall not tamper or alter the thermostats.
7. Renter shall not increase the number of tables or chairs in the facility to expand the seating capacity. **Renter shall use only the tables and chairs provided. Renter IS NOT PERMITTED to bring in their own tables or chairs – there will be NO EXCEPTIONS MADE.** TABLES AND CHAIRS ARE NOT ALLOWED TO BE PLACED IN THE PATIO AREA.
8. Renter shall use only the west side entrance for loading and unloading of equipment or supplies. The north side entrance shall be used for food/catering loading and unloading. **LOADING AND UNLOADING IS NOT PERMITTED THROUGH THE FRONT ENTRANCE.**
9. Barbecues and barbecue equipment are NOT permitted in the building or patio area, but with prior approval from the City, they may be allowed in the parking lot area.
10. **Smoke, fog and/or haze machines are NOT permitted** to be used in the building or patio area.

Renter's Initials_____

The Community Center is designated as an emergency relief site. In the event of a disaster such as fire, flood, earthquake, etc. any or all events may be cancelled with little or no notice. In the event of such an emergency, the City has the right to use the Community Center for relief. The City of Escalon is not responsible for any fees paid to outside vendors (caterers, bands, florists, etc.).

I hereby understand the policy set forth by the City of Escalon and agree to pay the rental fees in accordance with fees adopted by the Escalon City Council as shown on the Rental Application:

Signature_____Date_____

You may contact Courtney Richmond at (209) 691-7405 or email Cmogg@cityofescalon.org if you have any questions regarding this agreement.

City of Escalon
Facility Use & Special Event Permit

Assumption of Risk and Waiver of Liability

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The City of Escalon has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, City of Escalon cannot guarantee that you (nor any participants or spectators of the activities permitted under the Facility Agreement or Permit) will not become infected with COVID-19 through your accessing of City of Escalon facilities or participating in the activities permitted under the permit. Further, your accessing of City of Escalon facilities or participating in the activities permitted under the Facilities Agreement or Permit may increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of being exposed or infected by COVID-19, any and all loss, bodily injury, illness, death, or property damage caused by or arising from my accessing of City of Escalon facilities or participating in the activities permitted under the Agreement/Permit.

I hereby release, waive, and discharge, and hold harmless the City of Escalon, its employees, volunteers, agents, representatives, and partners from all liability, claims, actions, demands, damages, costs or expenses of any kind arising out of or relating to my accessing of City of Escalon facilities or participating in the activities permitted under the Agreement/Permit. I understand and agree that this release includes any liability, claims, actions, demands, damages, costs or expenses of any kind based on the actions, omissions, or negligence of the City of Escalon, its employees, agents, representatives, and partners whether a COVID-19 infection occurs before, during or after accessing City of Escalon facilities or participating in the activities permitted under the Agreement/Permit.

I have read and voluntarily sign this waiver, release of liability, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Printed Name of Facility User

Signature of Facility User

Date

Name of Organization (if applicable)

CENTER INFORMATION

Location: 1055 Escalon Avenue, Escalon, California 95320

Hall: Air conditioned and heated
4380 square feet (54' x 80')
Ceiling is 11' 6"

Capacity: Rectangle Table Dining 280
Round Table Dining 200
Assembly 300

Tables & Chairs: 35, 30" X 96" rectangular tables that seat 8 people
300 brown folding chairs

25, 60" round tables that seat 8 people per table

Stage** 9, 4' X 8 sections, stage height is 24"

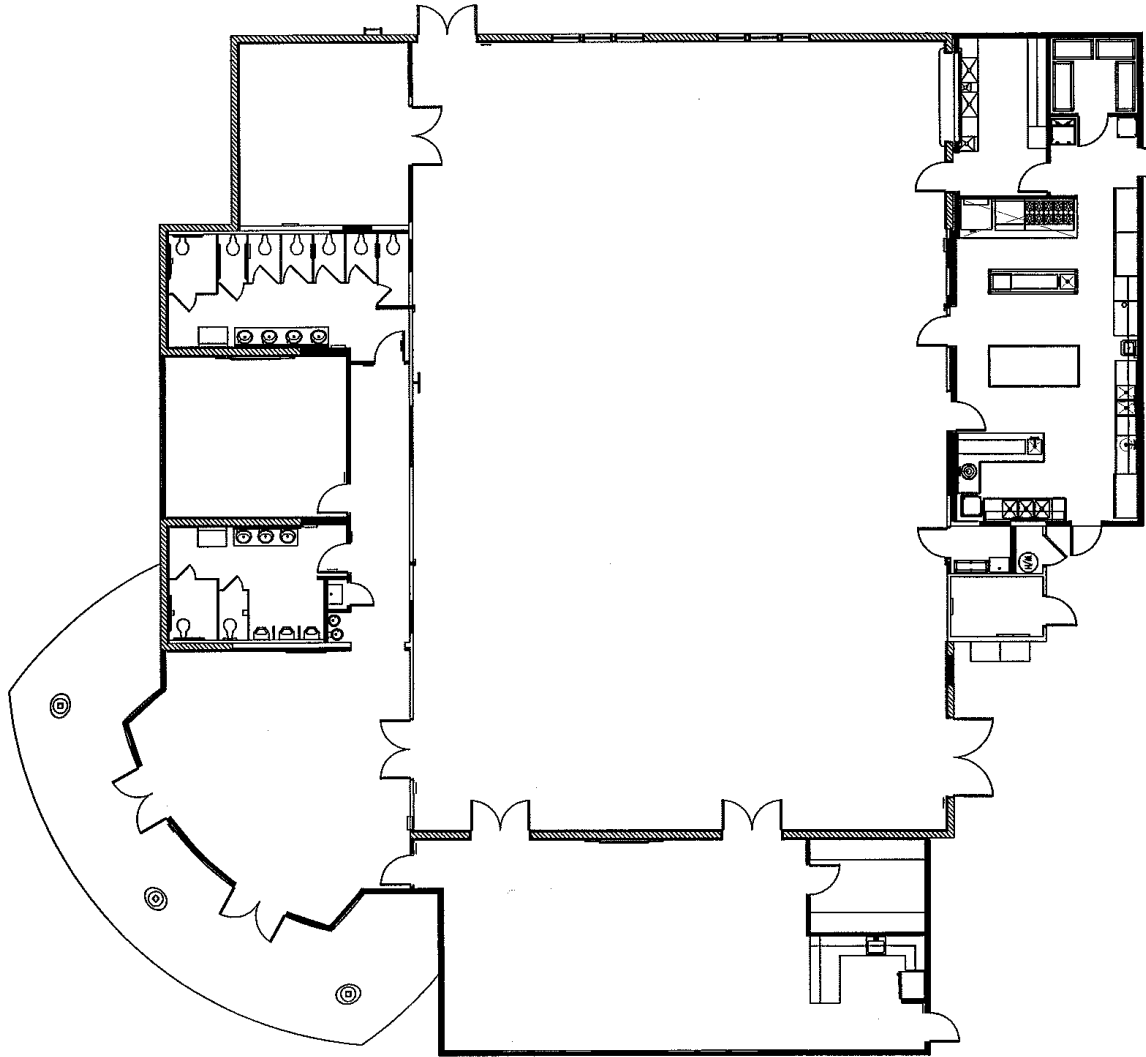
KITCHEN INFORMATION

Appliances: Two large commercial size refrigerators
One large commercial size freezer
One large commercial size dishwasher
One large stove with 10 burners, 3 ovens and a warming unit

BEVERAGE AREA INFORMATION

Appliances: One large size ice machine, 2 small sinks, beverage and wine refrigerators

**Requires an additional fee to be paid at time of reservation.



CLEAN UP

CLEANUP MUST BE COMPLETED BEFORE LEAVING THE BUILDING AS FOLLOWS:

- ☐ All decorations on the walls, tables and throughout the hall shall be taken down.
- ☐ Beverage area must be cleaned and wiped down.
- ☐ Kitchen must be cleaned by renter or hired caterers. If seafood is served, then all areas and garbage cans must be disinfected to eliminate odors.
- ☐ Chairs are to be clean and stacked on the cart and placed at the west end of the hall.
- ☐ Tables are to be cleaned and stacked on cart and placed at the west end of the hall.
- ☐ The floors in the beverage area, main hall, senior room (if used), foyer, kitchen and bathrooms must be swept.
- ☐ Garbage/trash is to be cleaned up out of both bathrooms.
- ☐ All garbage, including from the bathrooms, must be taken out to the dumpster and liners are to be placed in the cans. The Host/Hostess will provide you with the liners.

PLEASE remember that the Host/Hostess **IS NOT A JANITOR** and is not responsible for cleanup after your event. He/she is there only to assist you in finding and using various facilities and to answer questions or otherwise assist you in non-janitorial tasks.

Host/Hostess's

209-701-8545
Phone #

**Host/Hostess phone will be turned on
1 hour prior to event set-up time.**