

CITY OF SANTA ROSA - FACILITY USE AGREEMENT

The use of City of Santa Rosa parks and recreation facilities by individuals, groups and will be considered through the use of this request form and agreement. All individuals, groups and organizations must abide by all facility and city rules and regulations.

COMPLETELY FILL OUT ALL SECTIONS

Section 1.

RENTER INFORMATION

Name: _____ Application Date: _____

Last *First*

Address: _____ City: _____ State _____ Zip _____

Primary Phone: _____ Email: _____

Check One: ☐ Individual ☐ Organization ☐ Non-Profit

IF REPRESENTING AN ORGANIZATION, COMPLETE THE FOLLOWING:

Name of organization: _____ Purpose: _____

Address: _____ City: _____ State _____ Zip _____

Name of person in charge during the event _____

Section 2.

EVENT INFORMATION

Title/Description of event	Date of event:
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Time event begins (include set-up): _____ Time event ends (include clean-up) _____

Estimated attendance	# of Adults	# of Youth	Total Attendance
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Section 3.

FOR CITY USE ONLY

Date Received _____ Approved _____ Denied _____ By _____

Deposit Total \$	Receipt #	Date Paid
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Additional Requests:

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DAILY RATE SCHEDULE

Section 4.

FACILITY INFORMATION - Check mark facilities requested

KIDDIE LAND - \$25 Deposit	# OF DAYS	FROM ___/___/___	TO ___/___/___
<input type="checkbox"/> Canopy - \$50	<input type="checkbox"/> Electricity - \$8	<input type="checkbox"/> Other - \$	
TOTAL \$ ____.			
Notes:			
Staff Approval: Date ___/___/___ Initial ____			

GUTIERREZ PARK - \$25 Deposit	# OF DAYS	FROM ___/___/___	TO ___/___/___
<input type="checkbox"/> Canopy - \$50	<input type="checkbox"/> Field - \$25	<input type="checkbox"/> Other - \$	
TOTAL \$ ____.			
Notes:			
Staff Approval: Date ___/___/___ Initial ____			

PARK LAKE (West Side) - \$25 Deposit	# OF DAYS	FROM ___/___/___	TO ___/___/___
<input type="checkbox"/> Canopy - \$50	<input type="checkbox"/> Electricity - \$8	<input type="checkbox"/> Volleyball Pit \$15	
TOTAL \$ ____.			
Notes:			
Staff Approval: Date ___/___/___ Initial ____			

PARK LAKE (East Side) - \$25 Deposit	# OF DAYS	FROM ___/___/___	TO ___/___/___
<input type="checkbox"/> Picnic Area - \$50	<input type="checkbox"/> Other - \$		
TOTAL \$ ____.			
Notes:			
Staff Approval: Date ___/___/___ Initial ____			

WEST SIDE PARK (Black Street) - \$25 Deposit	# OF DAYS	FROM ___/___/___	TO ___/___/___
<input type="checkbox"/> Canopy - \$50	<input type="checkbox"/> Other - \$		
TOTAL \$ ____.			
Notes:			
Staff Approval: Date ___/___/___ Initial ____			

PERCH LAKE - \$25 Deposit	# OF DAYS	FROM ___/___/___	TO ___/___/___
<input type="checkbox"/> Canopy - \$50	<input type="checkbox"/> Other - \$		
TOTAL \$ ____.			
Notes:			
Staff Approval: Date ___/___/___ Initial ____			

COURTYARD GAZEBO - \$50 Deposit	# OF DAYS	FROM ___/___/___	TO ___/___/___
<input type="checkbox"/> Gazebo - \$50	<input type="checkbox"/> Electricity - \$10	<input type="checkbox"/> Other - \$	
TOTAL \$ ____.			
Notes:			
Staff Approval: Date ___/___/___ Initial ____			

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BH CONVENTION CENTER - \$200 Deposit		# OF DAYS	FROM	TO
<input type="checkbox"/> Civic Center Room - \$500	<input type="checkbox"/> Classroom #1 - \$100		_/_/___	_/_/___
<input type="checkbox"/> Dance Floor - \$100	<input type="checkbox"/> Funerals - \$100 with a \$50 Deposit			
TOTAL \$ ____.				
Notes:				
Staff Approval: Date _/_/___ Initial ____				

PARK LAKE FIELD - \$100 Deposit		# OF DAYS	FROM	TO
<input type="checkbox"/> Field - \$75	<input type="checkbox"/> Canopy 1 - \$25		_/_/___	_/_/___
<input type="checkbox"/> Canopy 3 - \$25	<input type="checkbox"/> Electricity - \$50			
TOTAL \$ ____.				
Notes:				
Staff Approval: Date _/_/___ Initial ____				

SOFTBALL COMPLEX - \$200 Deposit		# OF DAYS	FROM	TO
<input type="checkbox"/> Ortega Field - \$100	<input type="checkbox"/> Yankee Field - \$100		_/_/___	_/_/___
<input type="checkbox"/> Fenway Field - \$100	<input type="checkbox"/> Electricity (Per Field) - \$50			
<input type="checkbox"/> Wrigley Field - \$100	<input type="checkbox"/> Umpire Room 2 - \$20			
TOTAL \$ ____.				
Notes:				
Staff Approval: Date _/_/___ Initial ____				

MULTI-USE FACILITY - \$200 Deposit		# OF DAYS	FROM	TO
<input type="checkbox"/> Meeting Room - \$100	<input type="checkbox"/> Water (arena) \$25		_/_/___	_/_/___
<input type="checkbox"/> Kitchen - \$50	<input type="checkbox"/> Animal Pen - \$15 (with canopy)			
<input type="checkbox"/> Barn - \$50	<input type="checkbox"/> Animal Pen 1 - \$10			
<input type="checkbox"/> Arena - \$100	<input type="checkbox"/> Animal Pen 2 - \$10			
<input type="checkbox"/> Electricity (arena) - \$25	<input type="checkbox"/> Animal Pen 3 - \$10			
TOTAL \$ ____.				
Notes:				
Staff Approval: Date _/_/___ Initial ____				

Ilfeld Warehouse - \$200 Deposit		# OF DAYS	FROM	TO
<input type="checkbox"/> Graduation/Weddings - \$500	<input type="checkbox"/> Other Events - \$250		_/_/___	_/_/___
TOTAL \$ ____.				
Notes: No Climate Control Available (Initial ____)				
Includes 160 chairs and 44 tables for facility use only.				
Alcohol is prohibited				
Staff Approval: Date _/_/___ Initial ____				

* CHAIRS		# OF DAYS	FROM	TO
<input type="checkbox"/> Per Chair \$0.50			_/_/___	_/_/___
TOTAL \$ ____.				
Notes:				
Staff Approval: Date _/_/___ Initial ____				

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* TABLES - \$100 Deposit	# OF DAYS	FROM	TO	
<input type="checkbox"/> Per Table - \$4.00				
				TOTAL \$ _____.
Notes:				
Staff Approval: Date ____/____/____ Initial ____				

* GYMNASIUM - \$25 Deposit	# OF DAYS	FROM	TO	
<input type="checkbox"/> Per Day - \$10				
<input type="checkbox"/> Per Week - \$15				
				TOTAL \$ _____.
Notes: Fees may vary according to activity				
Staff Approval: Date ____/____/____ Initial ____				

*IF property is lost or damaged, you agree to pay the cost of repairing or replacing the lost or damaged property.

Staff Approval: Date ____/____/____ Initial ____

AMOUNT DUE \$ _____.

**FACILITY USE AGREEMENT
CONDITIONS OF USE**

A. RESERVATIONS

1. A facility request form and agreement is required before a reservation date can be considered. All individuals and groups must complete the forms in order to reserve city facilities.
2. A copy of the facility use agreement must be present at the event.
3. Reservations shall be granted on first-come, first-served basis by the city and subject to the availability of the facility.
4. A facility is not considered rented until (1) User delivers to the city a completed facility request form and agreement. (2). All deposits and rental fees are paid in full. (3). Provide a certificate of insurance (if applicable), permits and licenses (if applicable), and any other items deemed necessary by the city; and (4). the city, in its sole discretion, approves such rental in writing.
5. A person who is at least eighteen (18) years of age must sign this agreement.
6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. User shall not use the cities name to suggest endorsement or sponsorship of the event without prior written approval of the city. User's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. User shall be responsible for picking up the keys to the Facility, if any, from the city prior to the event. User shall return keys immediately following the event to the city.
9. Under no circumstances shall User sublease or allow any other organization or individual to use the Facility for the period for which User has contracted. User is an independent contractor and not the agent or employee of the city.
10. An additional facility use agreement may become necessary for special events and long term use of facilities.

B. FEES

1. All required deposits and fees must be paid in full prior to use of facilities.
2. A deposit is required for all city facilities and is due at the time of facility request form and agreement submittal. If a request is not accepted, the deposit will be refunded to the applicant in full. The city reserves the right to waive fees if it seems fit.
3. The deposit fee shall be refunded only if the facility is left clean and without damages to the building or its furnishings. The City reserves the right to retain all or part of the deposit fee if the facility is left unclean or damaged. If damages result in excess of deposit fee the city reserves the right to bill the user for additional fees.
4. All facility rental fees are due a minimum of ten (10) workdays prior to the event date. If all rental fees are not paid within this period, the request for use of the facility may be canceled.
5. A key deposit of \$5.00 will be charged. All keys must be returned to the city by the first workday after the event date.

C. INDEMNIFICATION AND INSURANCE – Required ☐ Yes ☐ No Initial _____ Provided ☐ Yes ☐ No

1. During the term of this Contract the user shall indemnify and hold harmless the City from any and all claims, loss or expenses of any kind, including but not limited to, those for personal injury, property damage, wrongful death, attorney fees, civil rights violations caused by, arising out of or in any connected with User's performance or non performance under the terms, conditions and obligations of this Contract, regardless of any negligence or fault on the part of the City. User shall indemnify and hold harmless the City and its officers, officials, employees volunteers, agents and attorneys from and against all claims, damages, losses and expenses including attorney fees arising from any dangerous or substandard condition(s) of the facilities, if such dangerous or substandard condition is caused in whole or in part by any negligent act or omission by the City or its officers, officials, employees, volunteers and attorneys or agents.
2. The City may require special events to provide a certificate of liability insurance (demonstrating coverage of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate) naming the City of Santa Rosa as additional insured must be provided by the User.

D. MISCELLANEOUS

1. User shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. User agrees not to staple or use nails to affix banners or signs to city property. User will not use glitter or confetti products. User will not spray paint or paint on city property.
3. City facilities are available during normal park hours from 7:00 a.m. – 10:00 p.m. User must comply with park hours. The city may allow for extended hours for special events only with written request by the user and written consent thereto by the City.
4. Alcoholic beverages, tobacco products, glass bottles, open fires, fireworks and firearms are prohibited on city facilities with the exception as provided by Ordinance 236.
5. Incidents and or accidents shall be reported in writing by user to the city within 24 hours of said incident or accident. If needed user may request a report from Law Enforcement.
6. User shall not waste, harm or destroy utility services provided by the city. The city reserves the right to bill user and user agrees to pay for its unreasonable use, harm or destruction of city utilities.
7. During inclement weather user is responsible for the safety of its guests.
8. User is responsible for monitoring facilities during its use.
9. Request for facility use on a continuing basis is valid for six (6) months at a time.
10. If User violates any part of this agreement or reports false information to the City of Santa Rosa, the City of Santa Rosa may refuse User further use of the Facility and User shall forfeit a portion of or all of the rental fee and/or the deposit.
11. A facility use agreement will not be issued under the following conditions:
 - a. **Insufficient Notice:** When Department personnel cannot be scheduled, facility prepared, other conditions relating to such use cannot be completed in the time between the date of the request and the date of the proposed event.
 - b. **For Hazardous Activities:** When activities are of hazardous nature, which may endanger person or property.
 - c. **Prior Circumstances:** When user has mistreated a facility or violated facility use policies during a previous occupancy.
 - d. **Event Publicized Prior to Approval:** When an event has been publicized prior to receiving approval for facility use and the facility is not available.
12. **Cancellation of Facility Use Agreement:**
 - a. **By User:** To cancel a reservation or change the date of a facility use agreement, the user must give a minimum of twenty (10) work days in writing. A reservation deposit (if applicable) may be transferred to another date in the same facility, but is not refundable if user cancels. To change the time of an event, a minimum of 48 hours notice is required. In case of inclement weather for outdoor reservations, the applicant may request a refund of usage fees or reschedule the reservation date.
 - b. **By the City:** The agreement may be cancelled for any of the following conditions: A. If the facility request form or agreement is found to contain false or misleading information: B. The use or proposed use would be detrimental to the safety or general welfare of the City or the efficient operation of the facility for the public welfare: C. Should any individual, group, member or guest willfully or through gross negligence, mistreating the equipment/facility, or violate any of the rules or state or local ordinance: D. Failure to make rental fee payment within the minimum times provided: E. If user defaults on or has not completed all conditions and requirements for use of a facility: F. If the facility is needed for public necessity or emergency use.

IMPORTANT: READ BEFORE SIGNING

I am an individual or authorized agent of the organization. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use. I understand that by signing this document there are no refunds.

USER

Signature: _____

Print Name: _____

Date: _____

CITY OF SANTA ROSA

Signature: _____

Print Name: _____

Date: _____