

Conzelmann Community Center Facility Registration

Name of Responsible Party:		Email:	
Address:		City:	State: Zip Code:
Deposit Return Name & Address (if different from above):			
Primary Phone:		Alternate Phone:	
Organization:		Are you a non-profit? <input type="checkbox"/> yes <input type="checkbox"/> no Non-profit number: _____	
Event Date:		Rental Day (s): M Tu We Th Fr Sat Sun	
What type of event?		Number Attending:	Rental Start Time: Rental End Time:
*Insurance is required for ALL events in Hall		Security Required for: Alcohol ____ Youth Event ____ Attendance ____ N/A ____ <i>(No Alcohol Permitted at Youth Events)</i>	
		Actual Guest Time (security hrs.):	

Refundable Deposit		<input type="checkbox"/> Hall \$250 <input type="checkbox"/> Gazebo \$200 <input type="checkbox"/> Boardroom \$100 <input type="checkbox"/> Hall rental serving Alcohol \$500	\$
Hall	Weekday	\$250/ 3 hrs. + \$50/hrs. x ___/hrs. =	\$
	Evenings	\$375/ 3 hrs. + \$100/hrs. x ___/hrs. =	
	Weekend	\$700/ 4 hrs. + \$125/hrs. x ___/hrs. =	
Gazebo	Weekday	\$200/2 hrs. + \$75/hrs. x ___/hrs. =	\$
	Weekend	\$300/ 3 hrs. + \$75/hrs. x ___/hrs. =	
Boardroom	Weekday	\$100/ 3 hrs. + \$25/hrs. x ___/hrs. =	\$
	Weekend	\$100/ hrs. x ___/hrs. =	
A/V Equipment		___ Wireless Mic - \$30 ___ Wired Mic - \$30 ___ Stage lighting - \$50 ___ Projector w/Screen - \$30	\$
Security		Alcohol/ Youth Event \$80/hrs. x ___/hrs. =	\$
*Insurance *Provided Ins		District provided HUB = \$160 Insurance Cert# _____	\$ 160.00
Discount		___ 15% Non-Profit ___ 10% Resident ___ Personal Ins. ___ Employee	-\$

Due By: _____ Total Fees: \$ _____

FEC Staff Only

****All fees due 2 weeks before event****

Payment:

Stamped Paid in Full

Date	Amount Paid	CC CK CA	Balance	FEC Staff Initials



2201 Cottage Way • Sacramento, CA 95825
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I have received, understand, and agree to abide by the following: *(Please Initial)*

The schedule of fees for facility rental, insurance and security.

Cancellation policy for the Community Center and Gazebo.

The rules governing use of the Community Center and the Gazebo.

Deposit and refund policy and process.

Deposit and rental fee will be forfeited in the instance the event is cancelled early due to safety or security reasons.

Security is required at Youth Events, where it is expected that guests will be predominately High School or College age. **Alcohol is prohibited at Youth Events.**

Misrepresentation of the nature of the event may cause, at our discretion, cancellation of the event before or during the event. Should the event be cancelled for this reason, there will be no refunds of any monies due.

A. INDEMNIFICATION

1. The **(USER/RENTER)** shall indemnify, defend, and hold harmless **Fulton El-Camino Recreation & Park District**, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the **(USER/RENTER)**'s use or occupancy of a facility or property controlled by the **Fulton El-Camino Recreation & Park District**, unless solely caused by the gross negligence or willful misconduct of **Fulton El-Camino Recreation & Park District**, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The **(USER/RENTER)** shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability
 - a. Such insurance shall name **Fulton El-Camino Recreation & Park District**, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The **(USER/RENTER)** shall file certificates of such insurance with the **Fulton El-Camino Recreation & Park District**, which shall be endorsed to provide thirty (30) days' notice to the **Fulton El-Camino Recreation & Park District**, of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the **Fulton El-Camino Recreation & Park District**, may deny access to the facility.



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- b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the **Fulton El-Camino Recreation & Park District's** self-insurance pool.
- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the **(USER/RENTER)** maintains higher limits than the minimums shown above, the **Fulton El-Camino Recreation & Park District** requires and shall be entitled to coverage for the higher limits maintained by the **(USER/RENTER)**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to **Fulton El-Camino Recreation & Park District**.

C. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. A **(USER/RENTER)** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The **(USER/RENTER)** agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The **(USER/RENTER)** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. **Fulton El-Camino Recreation & Park District** reserves the right to immediately revoke **(USER/RENTER)**'s right to use of the facility under this agreement should **(USER/RENTER)** fail to comply with any provision of this section.

D. FORCE MAJEURE

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the **Fulton El-Camino Recreation & Park District** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The **(USER/RENTER)** waives any right of recovery against **Fulton El-Camino Recreation & Park District** and the **(USER/RENTER)** shall not charge results of "acts of God" to **Fulton El-Camino Recreation & Park District**, its officers, employees, or agents

User agrees to be solely responsible for any and all liability, claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District facilities.

I further agree to be responsible for the conduct of all persons attending this function. The Applicant, or the agent(s) above who are empowered to act for the Applicant, agrees to be present during the entire period of use of the facility by the Applicant.



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I HAVE CAREFULLY READ THE AGREEMENT, WAIVER, AND RELEASE, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FULTON-EL CAMINO RECREATION AND PARK DISTRICT, AND I SIGN IT OF MY OWN FREE WILL.

Renter Representative

Date

District Representative

Date

Fulton-El Camino Recreation & Park District **Rules Governing Use of the Howe Community Center & Gazebo**

General

1. Attendance may not exceed 200 persons.
2. Smoking is not permitted anywhere indoors or within 25-35 feet of building.
3. Final arrangements – including rental hours, floor plan and final payment – must be made at least two weeks before the reserved date.
4. Facility must be returned in “as found” condition including: all trash and decorations placed in containers provided; all property not belonging to the District removed from the premises; bathrooms left in reasonable condition; kitchen counters, stove top and refrigerator interior wiped clean; major spills removed from floors; and tabletops wiped clean.
5. Half of rental deposit (\$125/\$250) will be forfeited for events exceeding the first 30 minutes past scheduled ending time and the entire (\$250/\$500) deposit forfeited for anything over 30 minutes past.
6. Fulton-El Camino Recreation and Park District will bill additional charges for any damages done to the facility that may exceed the deposit amount.
7. When calculating rental hours, be sure to allow for decorating, catering and cleaning time in addition to the actual time of your function as you will only be allowed in the facility during those reserved hours.
8. Furniture belonging to the District must remain inside the building.

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Decorations

1. Decorations **may** be attached by Blue painter's tape, removeable mounting putty, string or zip ties and must be removed at end of event. Push pins, tape or nails **may not** be used.
2. **Rice, birdseed, glitter or confetti is prohibited inside or outside of the building or on walkways near the Gazebo.**
3. **Open flame candles/devices are prohibited.** (See page 4 guidelines for acceptable lighting)
4. Fulton-El Camino Recreation and Park District is not responsible for items left at the facility including clothing, decorating items, kitchenware, etc.
5. Furniture, decorating items, etc. may NOT be delivered before the contracted hours of rental.
6. Renters using the Gazebo are expected to clear any flowers, ribbons, balloons or other decorating materials from the area immediately following the function.

Alcohol/Youth

1. Security is required at Youth Events, where it is expected that guests will be predominately High School or College age. **Alcohol is prohibited at Youth Events.** The cost is \$80 per hour added to the rental fee.
2. **Minors may not be served alcoholic beverages of any kind. Event will be closed down immediately if this occurs.**
3. At least one adult supervisor must be present for every 15 juveniles when the facility is used by juveniles ages 18 and under.
4. The Board Room (next to the kitchen) **may not be used** as a playroom or childcare room.

Security

1. **FEC Park Police** must be present for functions where **alcohol** is served or any sort of cash sales. Alcohol **MUST** remain **inside** the building at all times. **Alcohol is prohibited at Youth Events.** The cost is \$80 per hour while you are serving alcohol added to the rental fee.
2. District staff will enter the room or observe the function periodically throughout event.



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3. If, at any time, a situation arises that is beyond the control of the Event Staff during your function, Event Staff will call the necessary authorities. A formal complaint will be signed on behalf of the District and, if necessary, the event ended and the building closed. The event deposit will be forfeited to the Park District as a result.

Cancellation/Change of Date

Misrepresentation of the nature of the event may cause, at our discretion, cancellation of the event before or during the event. Should the event be cancelled for this reason, there will be no refunds of any monies.

- Less than 3 months before reservation date – Forfeit entire deposit
- 3-5 months before reservation date - Refund \$200 or \$450 (forfeit of \$50)
- 6 months or more before reservation date - Refund \$225 or \$475 (forfeit \$25)
- Change of date \$50 processing fee

Facility deposit refund policy

- Deposit Refund Checks will be made out and sent to the person and address on application form. They are processed through Sacramento County in approximately 4-6 weeks after your event.
- Deposits are fully refunded when ALL of the following conditions are met:
 - (1) Facility is turned over to Event staff at **scheduled time** on rental form.
 - (2) No damage occurs to the building or to District property.
 - (3) Facility is left in pre-event condition.
 - (4) Pre/Post Event Inspection Form signed off.
 - (5) All rules are followed *

I have read and understand all Rules Governing the Use of Howe Community Center and Gazebo.

Signature

Date