



## Picnic Rental Terms and Conditions of Use

### A. RESERVATIONS

- i. **Reservations:** Reservations are made on a first come, first served basis, and can be made up to one year in advance. Minors (under 18) are not eligible to reserve facilities.
- ii. **Payment:** Full payment is required when the reservation is made. Credit cards are charged by ACT\*SCCountyParks. Credit card charge backs and checks returned for insufficient funds and chargebacks are charged at the current processing fee.
- iii. **Changes to Permit:** Changes to the permit, including change of date, must be requested in writing by the permittee. All changes are subject to Department approval and subject to a change fee (as described in the Additional Fees section). No changes or additions to the reservation times may take place within two weeks of the event date.
- iv. **Cancellations:** Reservation cancellations must be made in writing and are subject to a fee (as described in the Additional Fees section).

### B. PICNIC RENTAL PERMIT SPECIFICATIONS

- i. **Reservation Times:** County Parks outdoor facilities may be reserved daily between dawn to dusk. The times of the reservation permit must include all set-up and clean-up time.
  - i. Minimum Rental Times:
    1. 8 hours on Saturdays, Sundays, holidays and for all online reservations.
    2. 4 hours on weekdays or may be applied to weekend reservations made within three weeks of an available date.
- ii. **Alcohol:** Alcohol consumption is not permitted in the County Parks outdoor facilities.
- iii. **Amplified Sound:** A sound permit is required for any event using these devices: public address systems, electronic equipment, live music, and amplification. These are subject to certain restrictions determined by individual facilities.
  - i. **Picnic Area Restrictions:** Sound Permits are available at Pinto Lake County Park from 12:00 pm to 5:00 pm on weekends and holidays from May to September only. Live or amplified sound or music is not permitted at reservable picnic areas at Anna Jean Cummings Park, Brommer Street Park, Highlands Park, Felton Covered Bridge, Jose Avenue Park, or Scott Park.

### C. GENERAL CONDITIONS

- i. **Activities for Minors:** Groups comprised predominately of participants under 21 years of age, must be chaperoned at a ratio of one adult (over 18 years) to 12 minors.
- ii. **Concessions:** A Concessionaire Permit is required to use County property for commercial purposes. The County reserves sole right to control all concessions in and about department buildings and park facilities through separate agreements. Please inquire about concessions agreements if you are planning on selling items or food in County Parks.
- iii. **Decorating:** Light adhesive, removable tape (i.e., poster tape or painter's tape), zip ties, twine, and florist wire are the only fasteners permitted. Staples, tacks, nails, screws, or stakes longer than 6 inches are prohibited. Release of balloons or animals is prohibited. Biodegradable confetti only; no



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rice throwing.

- iv. **Drones:** Drones or unmanned aerial vehicles are prohibited from use at our parks.
- v. **Flammable Materials:** Candles, fuels, and hazardous materials are prohibited. Fires must be confined to designated barbecue areas. Portable barbecues and cook stoves are not permitted. Taco stands with sturdy workstations are subject to approval.
- vi. **Insurance:** The department may require insurance for activities that it deems to be high risk.
- vii. **Lost or Stolen Items:** Santa Cruz County Parks is not responsible for items left, lost, or stolen.
- viii. **Overnight Storage:** Overnight storage is not permitted. If rental equipment is used, permittee must arrange for it to be delivered and removed the same day as the reservation.
- ix. **Public Use:** The park will remain open for use by others. Permittee shall not exclude the public from any site, nor obstruct the public right-of-way, nor interrupt or impede upon the orderly flow of automobile or bicycle traffic on any streets or pedestrian right of way adjacent to the location.
- x. **Right to Refuse Service:** The Santa Cruz County Parks Director or designated representative is authorized to refuse or revoke any use permit or agreement.
- xi. **Set-up and Clean-up:** Responsibility for general set-up and clean-up of premises shall be the responsibility of the permittee. All trash and recyclable materials should be placed in the provided receptacles. Remove all decorations and clean up spilled food. Remove all personal belongings by end of reservation time. The facility must be restored to pre-use condition. Set-up and clean-up may only take place within the reservation timeframe.
- xii. **Smoking and Vaping:** Smoking and vaping are prohibited in Santa Cruz County Parks.
- xiii. **Sublease:** Permittee shall not assign or sub-lease any portion of the premises, or any rights under approved permit, without prior written approval of the Department.
- xiv. **Vehicles:** All vehicles associated with a permit must abide by all applicable vehicle and parking statutes and regulations. Vehicles are allowed in designated parking areas only. Driving on grass areas or outside of parking areas is prohibited. Parking may be limited. Please encourage carpooling.
- xv. **Additional Provisions:** County Parks may establish additional policies consistent with the provisions of the adopted rules and regulations as it deems necessary for safe, efficient, and optimum use of facilities. Please check with the Reservations Office for prior approval regarding uncommon or unique requests.

#### D. ADDITIONAL FEES

- i. **Change Fee:** \$25.00
- ii. **Cancellation Fee:** \$100.00 or 50% of the reservation charge, whichever is less, if cancelled before two weeks prior to the date. Cancellations of less than two weeks receive no refund of fees. Refunds are not given for inclement weather.
- iii. **Damage:** Damage done to the facility or grounds during events or additional clean-up required by Parks Maintenance staff that do not have a deposit, or the damage is not covered by the amount of the deposit, will have the required amount billed to the Permittee. Staff rates to repair the facility are charged at the current maintenance staff hourly rate.
- iv. **Time Limit:** Renters are expected to abide by the reservation times indicated on the permit. If the time limits are exceeded by early entry or late exit, the Permittee will be charged for the excess time



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at 1-1/2 times the hourly rental rate. The fee will be deducted from any deposit and/or by invoice.

v. **Collections:** Bills unpaid after 30 days are sent to collections.

**E. ASSUMPTION OF LIABILITY, WAIVER, AND INDEMNITY**

i. **Assumption of Liability**

Permittee, whether individual, group, or entity, is solely responsible for any and all liabilities to persons or property resulting from use of the Park Facility, including damage to any County property or structures. Permittee will indemnify, defend, and hold harmless the County of Santa Cruz, its elected and appointed Boards, Commissions, Officers, Agents, and Employees from any claims, suits, losses, or damages for injury to persons or property arising from or connected to this use of the Park Facility.

ii. **Agreement to Abide by Terms and Conditions**

Permittee, whether individual, group, or entity, represents that he/she/they/it has/have read these Terms and Conditions, agrees to make them known to persons attending the function or activity, and agrees that no violation of such shall be allowed to occur on the premises or facilities. Permittee understands that permission to use of the Park Facility is contingent upon compliance with these Terms and Conditions and that permission may be revoked at any time upon failure of persons attending the function or activity to fully comply with these Terms and Conditions.

iii. **Permittee, or Representative, to be Present**

Permittee, or the group or entity individual named in the Permit, will be present during the entire period of use of the facility.

I have carefully read and agree to the Terms and Conditions of Use and will comply with the regulations and use policies.

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Permittee

Date

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Parks Representative

Date