



Santa Cruz County Parks  
979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062  
831.454.7938  
reservations@scparks.com  
scparks.com

## Venue 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. VENUE RENTAL PERMIT REQUIREMENTS

- i. **Reservation Times:** Venues may be reserved between 7am and midnight. Rentals starting before 10am are subject to an additional cleaning fee.
  - i. **Minimum Rental Times:** The times of the reservation permit must include all set-up and clean-up time.
    1. 10 hours during Peak Season (April – October). This includes at least 3 hours for set up, a maximum of 5 hours for the event time, and at least 2 hours for clean-up.
    2. 6 hours during Winter (November – March), weekdays, or weekend reservations booked within 3 months of the event date during Peak Season. The Live Oak Community Center and Valencia Hall require a 6-hour minimum year-round. This includes at least 1 hour for set up, a maximum of 4 hours for the event time, and at least 1 hour for clean-up.
- ii. **Alcohol:** A permit to serve alcoholic beverages may be issued and requires an Alcohol Permit Fee. Only beer, wine, and champagne may be served and consumed and only during the designated time period on the permit. If alcohol is to be sold at the event, a California Department of Alcohol Beverage Control permit and additional insurance is required.
- 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.
- iv. **Park Services Officer:** A Park Services Officer (PSO) will open the facility and remain at the site for the duration of the reservation during the times indicated on the facility use permit. The PSO is responsible to see that all permit conditions are complied with and will work directly with the Permittee or its designated on-site representative(s) for set-up, event/ alcohol, and clean-up. The designated clean-up contact must sign off on the clean-up checklist with the PSO after the event clean-up is completed.



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### 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. **Animals:** Leashed dogs and cats are allowed in all county parks and beaches, except Scott Creek Beach and the trails of Quail Hollow Ranch County Park. Animals are not allowed in playground areas, on athletic fields, or inside the venues. The leash must not exceed 6 feet in length. Horses are allowed at the equestrian areas of Aldridge Lane Park and Quail Hollow Ranch. All waste must be cleaned up immediately by the owner. Releasing of birds, butterflies, or other animals is not allowed. Other animals are not allowed at Santa Cruz County Parks. (County Code Sections 10.04.080-110)
- iii. **Concessions:** A permit is required to use County property for commercial purposes (Santa Cruz County Code Section 10.80.010). 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 the Parks.
- iv. **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, stakes longer than 6 inches, and 3M Command products or similar products are prohibited. Release of balloons or animals is prohibited. Biodegradable confetti only; no rice throwing.
- v. **Drones:** Drones or unmanned aerial vehicles are prohibited from use at our parks.
- vi. **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.
- vii. **Insurance:** The department may require insurance for activities that it deems to be high risk. Groups charging admission and/or selling alcoholic beverages must furnish the department with a Certificate of General Liability and Property Damage Insurance (one million dollars per occurrence) holding the County as additionally insured.
- viii. **Lost or Stolen Items:** Santa Cruz County Parks is not responsible for items left, lost, or stolen.
- ix. **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.
- x. **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.
- xi. **Right to Refuse Service:** The Santa Cruz County Parks Director or designated representative is authorized to refuse or revoke any use permit or agreement.
- xii. **Set-up and Clean-up:** Responsibility for general set-up and clean-up of premises shall be the responsibility of the permittee. Set-up and clean-up may only take place within the reservation timeframe. The facility must be restored to pre-use condition. All trash and recyclable materials should be placed in the provided receptacles. Remove all decorations and all personal belongings by end of reservation time. Clean up spilled food. Return all County items, including picnic tables, to their designated locations.
- xiii. **Smoking and Vaping:** Smoking and vaping are prohibited in Santa Cruz County Parks.
- xiv. **Sublease:** Permittee shall not assign or sub-lease any portion of the premises, or any rights under



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approved permit, without prior written approval of the Department.

- xv. **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 and is not guaranteed. Please encourage carpooling.
- i. **Parking** spaces are available only as follows:
    1. Aptos Park: 27 spaces
    2. Highlands House: 50 spaces
    3. Live Oak Community Center: 50 spaces, shared with the Simpkins Family Swim Center
    4. Quail Hollow Ranch: 40 spaces
    5. Valencia Hall: 38 spaces.
- xvi. **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:** \$100; subject to Department approval.
- ii. **Change of Date Fee:**
  - i. \$100 if requested more than four months prior to the event.
  - ii. 50% of the reservation rental fees if requested two to four months prior to the event.
- iii. **Cancellation Fee:** A portion of the rental fees as described below plus a \$75 processing fee
  - i. 25% of the reservation rental fees if requested more than four months prior to the event.
  - ii. 50% of the reservation rental fees if requested two to four months prior to the event.
  - iii. Cancellations of less than two months receive no refund of fees.
- iv. **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.
  - i. **Damage Deposit:** Damage deposits are required for venue rentals. Refunds are contingent upon completion of the facility use permit terms and conditions of use, including adherence to reservation time limits, clean-up requirements, and conditions of the sound and alcohol permits. Refunds, when applicable, will be returned to the credit card on file within two weeks. If damage occurs, repair or replacement costs will be subtracted from the deposit and/or an invoice.
- v. **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 at 1-1/2 times the hourly rental rate. The fee will be deducted from any deposit and/or by invoice.
- vi. **Collections:** Bills unpaid after 30 days are sent to collections.

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



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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 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

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Date

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Parks Representative

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Date