



Venue Rental Terms and Conditions of Use

Hours: Parks indoor facilities (venue) may be reserved for use by groups and individuals between 10:00 AM and midnight on Friday and Saturday; 10:00 AM and 10:00 PM Sunday; and 8:00 AM and 10:00 PM Monday through Thursday. Weekend reservations require a 10-hour minimum rental from April to October, and 6-hour minimum rental from November to March. A 6-hour rental is available for Valencia Hall year-round, and for reservations made within 3 months of the date at all Park centers from April to October. Weekday reservations require a 6-hour rental year-round. A 10-hour rental must include a 3-hour minimum set-up, a 5-hour maximum event, and a 2-hour minimum clean-up. A 6-hour rental must include a 1-hour minimum set-up, a 3-4-hour maximum event, and a 1-hour minimum clean-up.

Time Limits: Renters are expected to abide by the reservation times indicated on the facility use 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 or an invoice will be sent.

Changes to the Permit: Changes and additions to the permit may be made at no charge if submitted in writing before the first of the month preceding the event (for example, changes for September events should be submitted before August 1st). Any changes to the permit made during the month prior to event are subject to a \$100 fee and Department approval (for example, changes for September events would be charged for any changes made after August 1st) (see page 2 for Change of Date fees). No changes or additions to the reservation times may take place within 2 weeks of the date nor on the day of the event.

Cancellations: Reservation cancellations must be made in writing. All cancellations are subject to a \$75 charge, as a processing fee. Cancelled reservations up to four months prior to the event are subject to a fee of 25% of the reservation rental fees. Reservations cancelled between four months and two months prior to the event are subject to a fee of 50% of the reservation rental fees. Cancellations of less than two months receive no refund of fees.

Alcohol Permits: A permit to serve alcoholic beverages may be issued for up to five hours with a facility reservation and requires a \$250 alcohol permit fee. A 3-hour permit is available for the 6-hour minimum rental and requires a \$125 alcohol permit fee. Only beer, wine and champagne may be served and consumed and only during the designated time period on the permit. The Alcohol Permit for Private Events, issued with the facility use permit paperwork, contains all of the conditions of the permit. If alcohol is to be sold at the event, a California Department of Alcohol Beverage Control permit and additional insurance is required.

Sound Permits: Public address systems, electronic equipment, live music (including acoustic) or amplification require a sound permit. The permit can be issued for up to five hours. A 3-hour permit is available with the 6-hour minimum rental. There are restrictions on outdoor sound that vary in each Park center. Please check with the Reservations office if you are planning on an outdoor sound permit. The Indoor/Outdoor Facility Sound Permit, issued with the facility use permit paperwork, contains all of the conditions of the permit.

Deposits: Damage deposits may be required for venue rentals. The 10-hour minimum rental requires a \$200 refundable damage deposit. The 6-hour minimum rental requires a \$100 refundable damage deposit, which may be increased to \$200 if an alcohol permit is issued for more than 3 hours. 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. If Parks facilities, grounds, and equipment are left in pre-use conditions and all conditions of the permits have been complied with, the full deposit will be returned. If damage occurs, repair or replacement costs will be subtracted from the deposit or an invoice will be sent. Refunds will be returned to the credit card on file within two weeks or check refunds will be mailed approximately three weeks following the event.

Damage: Damage done to the facility or grounds 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 damage are charged at the current maintenance staff hourly rate. Bills not paid after 30 days are sent to collections.

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.

Set-up and Clean up: Set-up and clean-up of the indoor facility and any adjacent exterior grounds may only occur during the hours of the reservation and as notated on the facility use permit. Permittee is responsible for set-up (chairs, tables, decorations, etc.) and clean-up of premises. Please leave the buildings and grounds free of debris and other refuse from the event. Refer to the Center Rental Clean-up Checklist for specific instructions. All recyclable materials should be placed in provided containers. 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. Set-up and pick up may only take place within the reservation time frame. If the time limits are exceeded, the Permittee will be charged at 1-1/2 times the hourly rental rate. Staff rates to complete any incomplete clean-up by Permittee (as noted by the PSO and/or maintenance staff) may be charged at the current maintenance staff hourly rate, with final determination made by the Parks Reservations office.

Decorating: Light adhesive, removable tape (i.e. poster tape or painter's tape), and florist wire are the only types of fasteners permitted. Use of staples, tacks, nails, and screws are not permitted. If Permittee uses a tent or canopy, do not use stakes longer than 6 inches (no water barrels permitted). Release of balloons, birds or butterflies is prohibited by Parks policy. Use biodegradable confetti only; no rice throwing. Candles, fuels and hazardous materials are not permitted in the park buildings and facilities. Fires must be confined to approved locations only.

Parameters of Use: 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.

Reservations: Reservations are made on a first come, first served basis and can be made up to one year in advance. Minors are not eligible to reserve facilities.

Change of Date: Requests granted four months prior to the event are subject to a \$100 fee. Requests granted between four months and two months prior to the event are subject to a fee of 50% of the reservation rental fees. Requests granted less than two months receive no refund of fees.

Smoking: Smoking and tobacco products are prohibited in Santa Cruz County Parks.

Lost Items: Santa Cruz County Parks is not responsible for items left or lost in the County Parks.

Insurance Requirements: 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. The department may also require insurance for activities that it deems to be high risk.

Checks: Checks returned for insufficient funds and credit card chargebacks are charged at the current processing fee. Please note that credit cards are charged by ACT*SCCountyParks.

Sub-Lease: Permittee may not assign or sub-lease any portion of the premises, or any rights under its permit, without prior written approval of the department.

Activities for Minors: Groups, which are comprised predominately of participants under 21 years of age, must be chaperoned at a ratio of one adult (over 21 years) to 12 minors.

Special Events: For large or unique events, such as concerts or fundraising events, the department may require the Permittee to provide additional services, including security, traffic control, first aid services, fire control, special trash collection, and sanitary facilities beyond those available by the department.

Concessions: The County reserves sole right to control and limit all concessions in and about the department buildings and park grounds. Please inquire about concessions agreements if you are planning on selling items or food in the Parks.

Public Use: Permittee has reserved a space in a County Park; however, the park will remain open for use by others. At some parks there may be other events happening at the same time as the permitted event.

Parking: Parking spaces are guaranteed only as follows: Aptos Park, 27 spaces; Highlands Park, 50 spaces; Quail Hollow Ranch, 40 spaces; and Valencia Hall, 38 spaces.

I have carefully read, considered and agree to the *Center Rental Terms and Conditions of Use* and will comply with the regulations and use policies.

Permittee

Date

ASSUMPTION OF LIABILITY, WAIVER, and INDEMNITY

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.

AGREEMENT TO ABIDE BY TERMS AND CONDITIONS

Permittee, whether individual, group, or entity, represents that he/she/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.

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.

Permittee

Date

Parks Representative

Date