

**CONTRACT NAME: AGREEMENT BETWEEN CITY OF WOODLAND PARKS
AND RECREATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides facility use for Administrative Leadership Team (ALT) professional development programs on August 9 and 10.

Application for Use

General (please print)

Primary Contact Person Monica Roque

Organization (if applicable) Davis Joint Unified School District

Address City Davis State Zip CA, 95616

E-mail mroque@djud.net Day Phone 530-757-5300 x144

Evening _____ Phone Cell _____ Fax 530-757-5383

The Event Date(s) 8/9-8/10 Day(s) of Week Thursday, Friday

Start Time in Facility: 7:30 End Time in Facility: 5:00

Person in charge of event Rody Boonchouy Attendance 50

Time Event Starts 8:00 Description of Event Staff Professional Development

Room(s) Requested Banquet Room

Other Event Info/Describe Outdoor Activities _____

Serving food or beverage? Yes No

Selling food or beverage? Yes No

Will alcohol be served? Yes No

Will alcohol be sold? Yes No

Will meal be catered? Yes No

Is there a charge to attend event? Yes No

Is event open to the public? Yes No

Is any part of the event outside? Yes No

Will there be music? Yes No

Live Yes No

Will meal be catered? Yes No

Application Review

Application Received

- Taken by _____
- Date Received _____
 - o Is application complete _____
- Permit # _____
- Reviewed by _____
- Date _____

Status

- Resident Adult Non-Profit
- Resident
- Youth/Senior Non-Profit
- Non-Resident
- Commercial, All Fundraisers

Photo ID

- Verified Photo ID _____

Alcohol Permit

- Yes
- No

Deposit

- Date Paid _____

Insurance Requirements

- Additional Insured Endorsement
 - o Comments _____
- Product Liability Endorsement
- Host Liquor Endorsement
- Liquor Endorsement
- Liquor License Required
- Business License Required
- Non-Profit Status Required
- Sound Permit Required
- Security Required
 - o Number of Security Required _____
 - o Time Security Required on Site _____ To _____

Waiver/Reduction Forms

- Completed Waiver/Reduction Forms
- Approved
 - o Amount of Waiver/Reduction \$ _____
- Denied
 - o Comments _____

(Office use only)

Indemnity and Hold Harmless

Please read before signing

The applicant and/or Organization is solely responsible for the event conducted within the facility and shall bear financial responsibility for all damages to the City's property, or for any claims made as a result of any accidents or injuries to the Renter, guests, or invitees or any person providing services to the applicant and/or organization shall be responsible for the control and supervision of the people in attendance during the use of the facility and shall see that no damage is done. Any violation of this provision may result in a denial of further permits and financial loss. Renters shall assume the defense of and indemnify and save harmless the City, its officers, employees, and agents from all claims, loss, damage, injury and liability of every kind, nature, and description directly or indirectly arising from the performance of his operation under the Agreement. Acceptance of the City of the Insurance Certificates does not relieve the renter from liability under the indemnity and Hold Harmless Clause.

I have read the above Reservation Policies and Regulations and agree to abide by all of the conditions of this application and of any contract or permit issued base on this application.

Signature _____ Date _____

Staff Signature _____ Date _____

Definitions

Resident

Persons living within the Woodland city limits, who pay Woodland property taxes,

Non Resident

Persons living outside the Woodland city limits, who do not pay Woodland property taxes,

Non-profit

Is a charitable, service, or community organization. Must show proof of 501c (3) status with the Internal Revenue Service.

Commercial

Any company, organization, or individual wishing to sell or promote merchandise.

Fundraisers (*Non-Profit discount does not apply.*)

An event where an admission fee is charged for entry or participation or a donation is collected in order to raise funds for an organization, special cause, or an individual.

Insurance Requirements

- A certificate of liability insurance must be provided by the Renter. This can normally be obtained from the renter's insurance agent.
- The certificate must name the City of Woodland as additionally insured, and provide at least \$1,000,000 of general liability coverage. The certificate is proof that there is the required insurance coverage for your event.
- Other insurance endorsements are required as noted on Page 5 of this booklet. The endorsement is proof that the policy has been changed to add the City of Woodland as additionally insured.
- Evidence of insurance must be on file at the Woodland Community & Senior Center at least 30 days prior to the event.
- One-day event insurance is available from the City's insurance carrier. Contact the Facility Manager for more information.

Promotions

- No outside advertising shall be exhibited and no solicitations or sales made in the building or on the grounds without the permission of the Center staff only.
- All posting on bulletin boards (including advertising) must be approved, initialed and posted by Center staff only. The Center will not provide free advertising other than posting times and place.

Security

- Private security services are required for ALL events. Security is required when guests are present in order to screen attendees and to prevent damage to the facility. The Renter is responsible to arrange for and pay for security services.
- In the event security should be required to extend their scheduled time, the Renter will be responsible to pay for any additional time. At minimum, 1 security guard per 50 guests.
- Security must be provided by a registered, bonded security company, or police agency. The City reserves the right to approve any outside security provider.
- Ask for a list of approved security companies.

Alcohol

- Renter accepts the responsibility for use of alcohol in the facility and agrees to prohibit use of alcohol by minors. Violation of this policy will result in immediate termination of event.
- Renters that charge a fee to serve alcohol, or charge an admission fee and serve alcohol, must obtain a temporary Liquor License from the State of California Alcoholic Beverage Control Board. Evidence of such a license must be on file at the Woodland Community & Senior Center at least 30 days prior to the event.
- Please see requirements under Security on page 4.
- Alcohol may be served or sold up to one-hour prior to conclusion of event.
- Alcohol may be served by any employee of the catering company or licensed bartender only. City staff reserves the right to limit the amount of alcohol allowed on the premises.
- Alcoholic beverages require additional insurance unless provided and served by a registered caterer. The caterer's insurance will be considered adequate if the amount of coverage is sufficient and there is a rider specifying the date(s) and location of the event being covered.
- The caterer's insurance only covers the alcohol beverages, not the facility.
- Alcohol can be consumed only in the room(s) rented. No alcohol may be consumed in parking lot.
- It is the Renter's responsibility to have the ABC license on site during their event.
- Person serving alcohol may not be consuming alcohol.

Cancellation/ Changes

Cancellation of the event or date changes must be submitted in writing and is subject to the following fees:

- 100% refund minus \$50 processing fee, 120 or more days prior to event.
- 75% refund, 90 -119 days prior to event.
- 50% refund, 60-89 days prior to event.
- 0% refund 0-59 days prior to event.
- \$100 processing fee if a date change can occur.
 - Notice is given at least 2 months before the original date and
 - The original date can be re-booked. Otherwise, cancellation fees apply.
 - Changes to contract, such as the nature the event or the number of participants shall be made in writing to the Department not less than 14 days prior to the event.
 - Changes must be approved, and if necessary fees will be adjusted.
 - The City reserves the right to deny changes.

Equipment

- Operations and adjustment of all fixed equipment, including lighting, sound, and temperature control systems are the responsibility of the City staff.
- Renters are not to adjust or operate any piece of equipment, and will be held liable for any damage occurring from unauthorized usage.
- Under no circumstances shall City-owned equipment be removed from the facility.

Insurance and Permit Requirements

Name of Renter: Davis Joint Unified Date of Event: 8/9-8/10

Requirements

1. The items checked below are required for your rental at the Woodland Community & Senior Center.
2. The Certificate of Insurance and necessary Permits are due no later than 60 days prior to the event.
3. The Certificate of Insurance must be in the name of the person/organization who signs the permit. It must also clearly show the liability limits and policy dates to be valid.
4. A Homeowner's or Tenants Insurance Policy can usually provide insurance for your rental. Check with your insurance agent.
5. Renters unable to secure an appropriate Certificate of Insurance will be required to purchase one-day event insurance from the City's insurance carrier. Contact Facility Manager for more information.

Checked items are required for your event

- Certificate of Insurance for Comprehensive General or Comprehensive Personal Liability coverage for a minimum of \$1,000,000.
- The following statement must appear on the certificate: *"Additional Insured Endorsement names the City of Woodland, its director's agents, or employees are included as additional insured."*
- Product Liability Endorsement. This is required on the Certificate of Insurance when food or beverage is sold, furnished, or given away.
- Host Liquor Endorsement. This is required on the Certificate of Insurance when the Renter provides alcoholic beverages, but no fee is charged.
- Requires Alcohol Permit and additional fee.
- Liquor Endorsement. This is required on the Certificate of Insurance when alcoholic beverages are sold, or if dispensed by a caterer.
- A Liquor License is also required. See information below.
- Requires Alcohol Permit and additional fee.
- WJUSD schools: Insurance on file. No other insurance information needed.
- Official Request Form must be on file.

State/County/Government Agencies

- A letter on agency letterhead must be provided stating the agency is self-insured.
- The letter must include the name of the agency requesting the reservation.
- The room being used.
- The date of the event.
- The signature of their Department/Division Head.

Permit Required

- Liquor License
This is required when alcoholic beverages are sold to the public.
- Contact the Alcoholic Beverage Commission 916.227.2002. Requires Alcohol Permit and additional fee.

Business License

- Is required when a commodity is sold to the public including food or beverage.
- Contact the City of Woodland Community Development Department at 530.661.5820.

Non-Profit Status Letter

- Is required to receive non-profit rental rates.
- Must provide proof of current 501c.3 status.

Set up/Clean up Responsibilities

- Set up and/or Decorating Time is included in the rental time. Additional set up and/or decorating time can be purchased.
- Tables, chairs, kitchen facility must be cleaned and wiped down. All food shall be removed from premises.
- Clean up is the responsibility of the Renter.*
- The room needs to be returned to the same condition it was in prior to the event.
- Fees includes table and chair set up and take down by staff.
- Hours requested should include time for the Renter's set up and clean up needs. Individuals associated with the event will not be allowed to enter the facility before the time indicated. All individuals associated with the event must vacate the facility by the indicated ending time.
- Delivery/pick up of supplies or equipment must occur at the facility during the rental.
- Nothing can remain after the event.
- Woodland Community & Senior Center staff is not responsible for any items left in the facility after your scheduled event has concluded.
- Persons in charge during event will make contact with staff at the designated starting time to sign in and do a walk through. This same person must be available to staff throughout the event and will sign-off at the conclusion of the event.
- Candles, open flame, or pyrotechnics of any kind are not permitted at the Woodland Community & Senior Center.

The City supports a comprehensive recycling program that includes paper, bottles, cans, and cardboard. All recyclables should be kept separate from trash and placed in designated receptacle.

A Clean-up check list will be provided for each rental.

Clean-up Checklist

Additional fees will be charged to Renter for any damage(s) resulting from use of unauthorized cleaning supplies.

Renters, please allow 15 minutes prior to event start and event finish for a required walk through with a Community & Senior Center staff person.

If due to the fault of the renter the walk through does not occur, the Renter waives the right to dispute any decision made by the staff member regarding the final condition of the building.

- | | | | |
|---------------------------------------|---------------------------------------|-----------------------------------------------|----------------------------------|
| <input type="checkbox"/> Banquet Room | <input type="checkbox"/> Patio | <input type="checkbox"/> Meeting Room # _____ | <input type="checkbox"/> Kitchen |
| <input type="checkbox"/> Youth Center | <input type="checkbox"/> Haarberg Gym | <input type="checkbox"/> Arts & Crafts | <input type="checkbox"/> Lobby |
| <input type="checkbox"/> Other _____ | | | |

Responsible person _____

Facility Clean-up

Kitchen

- Clean sinks out
- Floor swept and mopped
- All garbage bags tied and put in dumpsters
- Counters wiped off Stove top and burners cleaned off (if used)
- Oven wiped clean Grill cleaned Refrigerators cleaned out (if used)
- Microwave cleaned out (if used)
- All trash picked up and put in trash cans
- Walls cleaned, please report any marks to staff
- Report any damage or breakage to staff

All Rooms

- Floor swept
- All garbage bags tied and put in dumpsters Counters wiped off
- All trash picked up and put in trash cans
- Walls cleaned, report any marks to staff Report any damage or breakage to staff

Outside areas

- All trash picked up and put in trash cans

All Areas

- All Renters Equipment, Decorations, Supplies picked up
- Items left after the event will be discarded

Verifying City Staff Member: _____

Date _____ Time in _____ Time Out _____

Renters Signature _____

Staff Signature _____