



**MUNICIPAL SERVICES DEPARTMENT
RECREATION AND MAINTENANCE DIVISION**

144 S. Broadway
Turlock, CA 95380
Phone: (209) 668-5594
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PUBLIC FACILITY RENTAL AGREEMENT

Class A Rentals for private meetings, parties, banquets and social events (such as wedding receptions, anniversary or birthday parties, cultural events, etc.) for which there are no entry fees for participation and attendance is by invitation only.

Class B Non-profit/community organizations having no less than 75% of its member’s residents of the City of Turlock. Must show proof of 501(c)(3) status with the Internal Revenue Service, current Entity Letter and Articles of Incorporation.

Weekend Rental

(Saturday & Sunday)

Renter is responsible for set up and clean up for the event. The facility is available 7:00 A.M. – 12:00 A.M. Early entry at 6:00 P.M. on Friday is available, subject to availability, with applicable fees. Rental times include set up and clean up. Events must end by 11:30 P.M.; everyone must be out of the facility by 12:00 A.M. (renter, guests, vendors, etc.). Nobody is allowed in the facility past midnight.

FACILITY	CAPACITY	CLASS A	CLASS B	DEPOSIT	EARLY ENTRY	SECURITY GUARDS REQUIRED
Senior Center <i>(1191 Cahill St.)</i>	192 Total	\$840.00	\$660.00	\$1000.00	\$110.00	2
Rube Boesch <i>(275 N. Orange)</i>	50 Total	\$395.00	\$289.00	\$500.00	\$79.00	1

Hourly Rentals

(Monday-Friday)

Minimum Rental: 2 hours

Renter is responsible for set up and clean up for the event. Weekday hourly rentals will be given one hour prior to the rental, for set up only and will be given one hour after the rental, for clean up only. If it is found that these allotted hours are used for more than set up or clean up, the deposit will be forfeited.

Events must end by 11:30 P.M.; everyone must be out of the facility by 12:00 A.M. (renter, guests, vendors, etc.). Nobody is allowed in the facility past midnight.

FACILITY	CAPACITY	CLASS A	CLASS B	DEPOSIT	SECURITY GUARDS REQUIRED
Senior Center <i>(1191 Cahill St.)</i>	192 Total	\$105.00/hr	\$79.00/hr	\$500.00	2
Rube Boesch <i>(275 N. Orange)</i>	50 Total	\$52.00/hr	\$42.00/hr	\$500.00	1

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The facilities available to the general public were built as a result of community citizen involvement both physically and monetarily in an effort to provide the community with facilities for residents of Turlock to gather socially through various community functions and fund raising for nonprofit community projects and local charity projects.

The following rules and regulations were established by the City of Turlock to govern the use of public facilities. Areas of policy not covered by such rules and regulations to be determined by the Municipal Services Director, or his/her designee. Inquiries for appeals may be made to the Municipal Services Director, or his/her designee.

1) PROOF OF IDENTIFICATION

Applicant must be 21 years of age or older. A photo I.D. with the applicant's address and birth date must be submitted at the time of reservation.

If applicant is an approved non-profit, or authorized to be the contract holder per direction of the non-profit, applicant will be required to provide proof of 501(c)(3) status, a current Entity Status Letter showing good standing with the Franchise Tax Board and Articles of Incorporation.

2) RESERVATIONS

All rental reservations and respective fees must be made a minimum of thirty (30) calendar days in advance. **A \$25.00 late fee may be assessed if reservations/information is not completed thirty (30) calendar days in advance.**

Reservations may be made no more than twelve (12) months in advance of the requested event date.

3) INSURANCE REQUIREMENTS

A minimum \$1,000,000.00 general liability insurance policy covering personal injury and property damage together with an **Additionally Insured Endorsement** naming the **City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers** as "added insured" to the liability policy. Renter is responsible for providing the City with a copy of the policy stating the event date and coverage no later than thirty (30) calendar days prior to rental. Non-compliance may result in a **\$25.00 late fee** and rental will be cancelled.

4) SECURITY REQUIREMENTS

Security is required for any event where alcohol is being served/sold or more than 50 people will be present.

Security must be in attendance from the time guests are expected to arrive until the event ends. Security company must have a current City of Turlock business license. The renter must provide a copy of the private security contract no later than thirty (30) calendar days prior to rental. Non-compliance may result in a **\$25.00 late fee** and rental will be cancelled.

(Turlock Municipal Code Section 10-1-07.1.). Upon receiving your security contract, we will verify that the company is current. If the company is not current, it will be declined. Any deviation from this must be approved by the Chief of Police, with a minimum of ten (10) days required for approval.

5) DEPOSIT

There is a refundable damage deposit required on all rentals of facilities in case of damage, loss, or other required attention. This damage deposit must be paid at the time of reservation using a credit card, money order or check in the name of the renter. Checks will not be accepted within thirty (30) days of the rental date.

The deposit, if paid by check, will be returned by mail approximately thirty (30) working days after the event.

The deposit, if paid by credit card, will be credited approximately ten (10) working days after the event.

No checks are accepted for the deposit if less than thirty (30) days prior to the rental date.

6) EARLY ENTRY (WEEKEND RENTALS ONLY)

There is an early entry option for set up only. Early entry can be for no sooner than the evening prior to your scheduled event, starting at 6:00 P.M. (pending availability). If it is discovered that the renter is using the facility for anything other than set up, the deposit will be forfeited.

7) ALCOHOLIC BEVERAGES SERVED

1. Alcoholic beverages may be served; the individual/organization renting the facility assumes full liability. No glass beer bottles allowed. Wine and champagne bottles may be placed on the tables; however, they need to be removed after the toast. All alcohol must remain inside the facility.
2. No alcohol can be served after 11:30 P.M.
3. All alcohol must be out of the facility no later than 12:00 A.M. (Midnight).

**Alcohol is not allowed at an event being held for an individual under the legal drinking age of 21.
If alcohol is present at such event, the event will be shut down and no fees will be refunded, including the deposit.**

8) ALCOHOLIC BEVERAGES SOLD

You must obtain a letter of permission from the Turlock Police Department to present to ABC prior to applying for a liquor permit. There is a two (2) week waiting period for the letter of permission. A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Municipal Services Department and Turlock Police Department two (2) weeks prior to rental date. The liquor permit must be displayed in the building area where alcoholic beverages are to be sold.

9) REFRIGERATOR/FREEZER

It is recommended to chill drinks prior to placing them in the refrigerator. Any items left in the refrigerator/freezer will be disposed of immediately.

10) ICE MACHINE (*SENIOR CENTER ONLY*)

Renters must use the provided scoop for the ice machine and avoid placing anything directly into the machine.

11) THERMOSTAT CONTROL

The thermostat is set at a comfortable temperature at each building. Setting the thermostat below 72 degrees increases the risk of freezing the unit, which may result in a loss of air conditioning during your rental. Do not set it lower than 72 degrees. Keeping the doors closed during your event helps maintain a comfortable temperature inside the building.

12) CANCELLATIONS

Must be made in person and signed by contract holder.

If the activity is cancelled with more than thirty (30) calendar days prior to the event, a **\$50.00 cancellation fee** will be deducted from the deposit. If the rental is cancelled thirty (30) calendar days, or less, prior to the event, **1/4th the amount of the rental fee** will be retained in addition to the **\$50.00 cancellation fee**.

The balance of the deposit will be refunded to the original payment method. If the payment was made by check or money order, a refund check will be mailed to the individual listed on the application at the provided name and address. Refunds are issued approximately thirty (30) calendar days after cancellation notification. All fees collected are processed through the Finance Office and refunds must be made through the Turlock City Council warrant procedure.

13) BUILDING RENTAL CONTRACT REVISION

Revisions to the contract within 14 days of the event are subject to a **\$30.00 revision fee** per revision.

14) DECORATIONS

- Municipal Services Department must approve any alterations and/or decorations.
- Furniture or equipment cannot be brought into the facility without written approval from the Municipal Services Department.
- The use of tacks, pins, nails, or any type of tape is not permitted on the walls, ceiling, light fixtures, or chandeliers.
- Balloons must be kept on weights. If balloons are released and get caught in ceiling fans or rafters, cost of damages or time to remove them will be deducted from the deposit.
- Check with the staff when renting the facility for clarification or any possible concerns with decorations.
- Do NOT tape, glue or attach any item(s) to the glass sliding glass doors.

**CONFETTI/GLITTER IS NOT ALLOWED IN THE FACILITY AT ANY TIME – NO EXCEPTIONS!
VIOLATION OF THIS WILL RESULT IN A FORFEIT OF THE DEPOSIT.**

15) TABLES, CHAIRS, AND OTHER EQUIPMENT

No property or equipment belonging to the City of Turlock can be removed. All tables and chairs are to have rubber caps on the feet. If the customer is renting their own tables and chairs from an outside vendor, they must ensure that the tables and chairs have rubber caps on the feet. This is to protect the floor from scratches and markings. Any property or equipment left in the city building will incur a **\$50.00 storage fee** and will have to be picked up on the first business day following the rental.

16) MAXIMUM CAPACITIES

Failure to comply with the law will result in closing down your activity and forfeiture of all fees, including the deposit. The Chief of Police, Municipal Services Director, or their designated representatives will, at times, control the use of the City owned facilities for the safety and welfare of the users and the general public. Any use that violates these conditions of rental may cause the rental use to be terminated with forfeiture of all fees.

17) SET UP/CLEANING RESPONSIBILITIES

Set up and clean up are the responsibility of the renter. The cleaning procedures are attached to this application.

Weekday hourly rentals will be given one hour prior to and one hour after the rental for set up and clean up only. Weekend rentals will have access to the facility by 7:00 A.M. the morning of the rental. The time prior to the scheduled event can be used for set up only. If it is found that this time is used for more than set up, the deposit will be forfeited. Weekend rentals will need to ensure that the facility is cleaned by Sunday.

If a service call is required to clean the facility drains resulting from the misuse of the appliances, the associated fees will be deducted from the deposit.

18) WALKTHROUGH APPOINTMENT

An authorized City of Turlock staff member will schedule a walkthrough with the renter on the day of your hourly rental, or the Friday before your weekend rental. Renters are required to sign a building maintenance checklist that indicates the condition of the building as it is accepted by the renter. This checklist will be co-signed by an authorized City of Turlock employee during the facility walkthrough. Failure to attend your walkthrough appointment without prior consultation will result in a **\$25.00 no-show fee** taken from your deposit.

19) INSPECTION

An inspection will be done Monday morning following a weekend rental or the day after your hourly rental before any other activities take place. This will be done by an authorized City of Turlock employee. If found unsatisfactory and clean up must be done by City staff, the deposit will be withheld. If damage is found, the deposit will be withheld. The renter will be charged for staff time, supplies, equipment, and any necessary repairs or replacements. This charge will be deducted from the deposit and the balance of the deposit will be refunded to the original payment method.

If the damages or excessive cleaning time exceed the deposit, then the renter will be billed and payment will be due within fourteen (14) calendar days of the rental date.



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Public Facility Rental Application

Facility _____ Today's Date _____

Group or Organization _____ Non-Profit Tax # _____

(must include your 501(c)(3) paperwork to qualify)

Person Responsible _____ Cell Phone _____

CA Driver License# _____ DOB _____

Address _____ City _____ Zip _____

Email Address _____

Additional Contact _____ Cell Phone _____

Date Requested _____ Type of Activity _____

Estimated Attendance _____

Facility Rental Time: From _____ To _____ Guest Time: From _____ To _____
(Entry time) (Closing time) (Arrival) (Departure)

(No later than 11:30 P.M.)

Early Entry at 6:00 P.M. Yes { } No { }
(Only applicable to weekend rentals pending availability)

Alcohol Served Yes { } No { }

Alcohol Sold Yes { } No { } (No sale of alcohol without license from Alcoholic Beverage Control Board)

List of outside vendors: _____

I, the undersigned applicant, do hereby agree to pay in advance the costs indicated below as an expressed condition to use the facility. I do further hereby agree to be personally responsible and liable for any and all damages or losses which are caused to the City of Turlock as a result of the use of this facility by the group for which I am the applicant. I also understand that in accordance with the law, no alcohol will be taken off the premises nor served to a minor, under the age of 21. It is understood that any false or misleading information given herein, (as well as failure to adhere to any rules and regulations governing facility use) is cause for immediate cancellation of this permit and/or forfeiture of any fees paid.

Signature of Applicant _____ Date _____

Printed Name _____

OFFICE USE ONLY

Staff Initials: _____

Rent \$ _____
Deposit \$ _____
Early Entry \$ _____
Other Fees \$ _____
Total Due \$ _____

All remaining fees, security contract, and insurance policy are due to the City on or before: _____
(one month prior to rental)

CLEANING PROCEDURES:

- Mop all floors, including restrooms, with a damp mop and hot water only.
- Clean walls, sinks, stove and all appliances.
 - a. Wipe down all stainless-steel surfaces and appliances with provided cleaner.
- Empty and clean the refrigerator and freezer.
- Remove all trash (from the kitchen, main hall, bathrooms, etc.) and place it in the dumpster outside. Replace liners.
- Clean restrooms with provided cleaner.
- Clean tables and chairs. Return to the storage room stacked properly.

A DETAILED CHECKLIST WILL BE PROVIDED AT YOUR WALKTHROUGH APPOINTMENT.

DISCLAIMER:

- Renter must provide a \$1,000,000.00 general liability insurance policy covering personal injury and property damage together with an Additionally Insured Endorsement naming the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers as "additional insured" to the policy.
- Damage, loss or other incurred charges shall be deducted from deposit.
- Deposit, after appropriate deductions, if applicable, will be returned to the contract holder approximately thirty (30) calendar days following your event if paid with check/money order, or approximately ten (10) calendar days if paid with credit card.
- Any revisions made to the contract, less than fourteen (14) calendar days prior to the event date, are subject to a \$30.00 charge.
- There will be a \$50.00 fee charged for cancellation of any building rental. If the rental is cancelled thirty (30) calendar days, or less, prior to the event, 1/4th the amount of the rental fee will be retained in addition to the \$50.00 cancellation fee.
- Failure to attend your walkthrough appointment without prior consultation will result in a \$25.00 fee taken from your deposit.
- No property or equipment belonging to the City of Turlock can be removed from the facility.
- Personal equipment or property left in the facility will incur a \$50.00 storage fee and must be picked up on the first business day following the rental.
- Security must attend all rentals where 50+ guests will attend or if alcohol is being served/sold. Security company must have a current City of Turlock business license. If not, use of that company will be denied.
- All alcohol must stop being served by 11:30 P.M. and out of the building by 12:00 A.M. No glass bottle containers allowed. If champagne/wine is being served, bottle must be removed from the table after the toast.
- No use of tobacco or drugs is allowed in City of Turlock Facilities.
- Decoration guidelines must be followed. *(See Facility Rental Agreement supplied at time of reservation.)*
- No Bounce Houses are allowed at any Building Facility Rental.
- When renting one of the City facilities, all fees must be paid by the renter whose name is on the agreement. Payment options include Visa/MasterCard, check or money order. Payments will not be accepted from anyone except applicant.
- Set up and clean up are the responsibility of the renter. If service by City Staff is required during inspection, the appropriate fees will be deducted from the deposit, and the renter will receive a notice by mail.

ALL CHARGES, RULES, AND REGULATIONS ARE SUBJECT TO CHANGE.

Indemnification

Renter shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of, resulting from or in any manner related to the use of the facility rented; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require the Renter to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the City.

I hereby acknowledge that I have read and understand and agree to all of the hereinabove reflected notice and hold harmless and assumption of responsibility clauses. I further acknowledge that if alcoholic beverages are banned by amendment of the Turlock Municipal Code by the time of this event, then I accept that I and my guests are subject to such ban.

Signature of Applicant _____

Date _____

Printed Name _____