

**CITY OF ATWATER
VETERANS PARK PAVILION
RULES & REGULATIONS FOR PUBLIC USE**

The Veterans Park Pavilion is available to the general public to provide the community with a facility for residents and non-residents of Atwater to gather socially through various community functions and fund raising for non-profit community projects and local charity projects.

The following Rules and Regulations were established by the City of Atwater to govern the use of the Veterans Park Pavilion. Areas of policy not covered by such rules and regulations will be left up to the discretion of the Community Services Director.

RESERVATIONS

The Veterans Park Pavilion shall be available for reservation on a first come, first served basis. The Veterans Park Pavilion shall be considered reserved only upon payment of the deposit.

DEPOSIT (Cleaning/Damage)

The deposit must be paid in the amount of \$200 at the time of reservation. The rental fee and certificate of insurance must be submitted to the Community Services Department no later than (10) working days prior to rental. The deposit will be returned by mail in the form of a check approximately (3) to (4) weeks after the event.

RENTAL FEES

Rental fees will be charged based on the address on the certificate of insurance.

CANCELLATIONS

If the activity is cancelled less than 48 hours of event all rental fees are forfeited. If the activity is cancelled more than 48 hours of the event \$60 will be forfeited from rental fees. The refundable fee and/or deposit will be mailed to the individual whose name and address appears on the original deposit receipt approximately (3) to (4) weeks after notification of cancellation. All fees collected are processed through the Finance Office and refunds must be made through the Atwater City Council warrant procedure.

IDENTIFICATION

Individuals renting the Veterans Park Pavilion must be 18 years or older. A photo with the applicant's address and birth date must be submitted at the time of the rental.

INSURANCE REQUIREMENTS

A certificate of liability insurance in the amount of \$1,000,000 (1 Million) naming the City of Atwater, 750 Bellevue Road, Atwater, CA 95301, its elective and appointive boards, officers, agents, employees and volunteers as additional insured. This may be acquired through your own homeowner insurance carrier or through an insurance broker.

ALCOHOL BEVERAGES

No alcohol shall be permitted in the Veterans Park or in its related buildings or facilities. No Exceptions.

CLEANING REQUIREMENTS

Includes building and adjacent parking facility.

Cleaning is the sole responsibility of the renter(s). The cleanup is to be performed by the end of the rental period. If City staff is required to cleanup, a two (2) hour minimum fee of \$60.00 per hour will be assessed. Each additional hour will be assessed at the time and a half rate per hour. Renters failing to leave the facility or outside premise clean will be suspended from future use and must appeal to the City of Atwater for reinstatement.

LIVE MUSIC AND/OR AMPLIFIED SOUND

No live music or amplified sound shall be permitted in the Veterans Park or in its related buildings or facilities without first obtaining a permit issued by the Atwater Chief of Police or his designee.

By your signature appearing below on this document, it represents your acknowledgement and acceptance of each and every condition set forth above and agreement to abide by each and every said condition.

Signature of renter or responsible party

Date

**CITY OF ATWATER
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RULES & REGULATIONS FOR PUBLIC USE CONTINUED**

IF YOUR EVENT IS HAVING ANY KIND OF PLAY APPARATUS (BOUNCE HOUSE, ETC., TENTS, AMPLIFIED SOUND OUTDOORS, OR ANY THING OTHER THAN THE FACILITY AND WHAT'S PROVIDED IN THE FACILITY, YOU MUST INFORM THE OFFICE. A SPECIAL PERMIT IS REQUIRED FOR AMPLIFIED SOUND.

1. UPON ARRIVAL AT YOUR FACILITY- Staff will be expecting you to arrive at time specified on your contract. If the facility is not open when you arrive and staff does not arrive within 5-10 minutes, you can call 209-769-0338
2. CHECKING IN-A staff member should walk through the facility with the responsible party or designee on the agreement. Please make sure the building is clean and all appliances are working. Please note any damages that may already exist, otherwise you may be responsible for repair.
3. Once the building is open for your event, you must have a person stay in the building for the duration of your event. If left unattended and damage occurs, you will be responsible.
4. CLEAN UP- all trash and debris must be put in the trash cans and taken outside and placed along the building. All spills must be wiped up, especially spills on the floor such as alcohol. Please do not put food or grease down sinks or throw food on turf areas.
5. CHECKING OUT – Staff will be expecting you to check out at the time specified on your contract. No Exception! If you finish early or finish later, the amount will be deducted from your deposit.
6. If you have an emergency or problem with the building during your event, please try to contact staff immediately. If you cannot get a hold of any, you can call 209-769-0338
7. DAMAGES- any broken windows, appliances, restrooms, etc that has been damaged by your event will be billed to the responsible party.
8. NO VEHICLES ON THE TURF. Vehicles are not permitted on turf without permission.
9. You may not nail, staple or glue anything to the buildings or tables.
10. Stakes are not permitted on turf areas.
11. If you want to have pop up tents, you must contact Atwater Building Division to see if a permit is needed.
12. The facility is equipped with a specific number of tables/chairs or picnic benches. Unfortunately, staff cannot provide additional tables/chairs or picnic benches, nor do they move or set up tables for events.

By your signature appearing below on this document, it represents your acknowledgement and acceptance of each and every condition set forth above and agreement to abide by each and every said condition.

Signature of renter or responsible party

Date

STANDARDS OF CLEANLINESS FOR VETERANS PARK PAVILION

Pre and post-inspections of the Veterans Park Pavilion and related facilities are an important part of ensuring that this valuable community resource remains in an appropriately acceptable condition for future use by interested parties.

The Veterans Park Pavilion and related facilities must be clean and in a condition which is readily acceptable in order for users to receive their cleaning deposit. To ensure that these standards are met, the following supplemental cleaning instructions are provided. These standards as set forth below shall constitute the minimum acceptable standards for Veterans Park Pavilion and related facilities cleanliness in order for the user to be refunded their cleaning deposit.

STOVE

All parts of the stove must be free of grease, food particles, carbon cleaner residue and dirt. Stoves must be left in an assembled working condition. Do not use abrasive cleansers or excessive water to clean the stove or submerge the oven doors in water, as this will ruin the insulation. If this should happen, you may be required to pay for repairs. Ovens will not be left on with the doors open as this will burn out the thermostat.

KITCHEN CABINETS AND SINKS

All exterior surfaces of cabinets must be free of dirt, dust, grease, smudges and food particles. Wash cabinets with mild detergent. To assure cleanliness, go over cabinets with clean, damp cloth to remove soap film or cleaner residue. Sinks and plumbing fixtures will be free of grease, stains, grime and smudges. Do not use abrasive cleaners or cleaning materials, which may damage cabinet and sink finishes.

WALLS, DOORS AND WINDOWS

Walls, doors and woodwork will be thoroughly cleaned, ensuring that dirt; grease and marks are completely removed. After cleaning, ensure that all cleaner residues are removed from all surfaces. Do not use abrasive cleansers or cleaning materials, which may scratch, or damage wall or woodwork finishes.

FLOORS

Floors will be thoroughly cleaned ensuring that dirt, grease and marks are completely removed. Do not use abrasive cleansers or cleaning materials, which may scratch or damage floors.

PICNIC TABLES AND BENCHES

All picnic tables and benches shall be thoroughly cleaned of all food particles, grease, dirt and smudges. After cleaning, ensure that all cleaner residues are removed from all surfaces.

OUTSIDE AREAS

Patio, barbeque grill and pit will be thoroughly washed and cleaned. All food particles, grease, dirt and smudges will be removed. Wash down entire outside patio area. All trash will be emptied into the dumpster and trashcans.

DECORATIONS

Decorating is limited to the outdoor Pavilion only. All decorations must be removed immediately. All surfaces shall be cleaned thoroughly ensuring the removal of tape, glue or other substances. Staples and nails shall not be used to affix decorations. **THERE ARE NO EXCEPTIONS.**

GENERAL COMMENTS

Damage to City property during use and/or cleaning process is the responsibility of the user. Do not use abrasive cleansers or cleaning materials that might scratch or otherwise damage the finish on walls, floors, woodwork, cabinets, doors appliances and fixtures. This type of damage is not considered normal "wear and tear" and the user will be charged the costs associated with repair and/or replacement of any and/or all of these items.

By your signature appearing below on this document, it represents your acknowledgment and acceptance of each and every condition set forth above and agreement to abide by each and every said condition.

Signature of renter or responsible person

Date

HOLD HARMLESS RELEASE FOR THE USE OF THE VETERANS PARK PAVILION

Know all men by these present, that _____
(Individual or organization)

of _____
(Address of individual or organization)

do hereby remise, release and forever hold harmless the City of Atwater, its elective and appointive boards, officers, agents, employees and volunteers, of and from all, and all manner of actions and causes of actions, suits, debts, dues, bonds, covenants, contracts, agreements, judgments, claims and demands whosoever in law or in equity, against parties aforementioned by the undersigned by and for the organization and individual first listed.

Print Name

Signature