

COMMUNITY SERVICES DEPARTMENT

Facility Rental Contract

701 Laurel Street, Menlo Park, CA 94025 (p) 650.330.2200 (f) 650.324.1721



Facility (*circle one*): Burgess Onetta Harris Senior Center Room Number/Name: _____
Date of Event: _____ Type of Event: _____
Time Requested: **Start Time** _____ am pm **End Time** _____ am pm

Applicant Name: _____			
Organization Name (<i>if applicable</i>): _____			
Address: _____	City: _____	State: _____	Zip: _____
Home Phone: _____	Alternate Phone: _____		
E-mail Address: _____	Expected Attendance: _____		

Insurance Required? Yes No Will alcohol be served? Yes No
Kitchen Needed? Yes No If yes: Beer Wine Champagne
Security Required? Yes No
TOTAL HOURS: _____ @ _____ / hour = Total hourly rental fees: _____
Deposit: _____
TOTAL FEES: _____

Due at time of reservation is the deposit of \$ _____ and ___ hours rent at \$ _____ = \$ _____

The remaining balance of \$ _____ is due on or before _____.

I hereby certify and agree that I shall be personally responsible on behalf of myself/organization for any damage sustained by the facility, furniture, or equipment, as a result of the occupancy if said facility by my group/organization.

I hereby waive, release, discharge and agree to indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any and all claims by any person or entity, demands, causes of action or judgments for personal injury, death, damage or loss of property, or any other damage and/or liability occasioned by, arising out of, or resulting from this reservation or use of the facilities.

I hereby declare that I have read and understand and agree to abide by and to enforce the rules, regulations, and policies affecting the use of the facilities.

Signature of Applicant Approved by (Signature of Supervisor)

Date Date

Payment Information

Cash Check Visa Mastercard

Account # _____ Exp. _____ Account Holder Name _____

I agree to pay the above charges and authorize the City of Menlo Park to charge these costs to my credit card.

Authorized Signature: _____

Please make all checks payable to: City of Menlo Park. **Note: There is a \$15 charge for returned checks.**

Office Use Only:

Deposit:	R# _____	Date _____	Processed By _____
Partial Rental Fee:	R# _____	Date _____	Processed By _____
Final Payment:	R# _____	Date _____	Processed By _____

Entered into Calendar Entered into Staff Schedule Insurance Provided Application Complete

COMMUNITY SERVICES DEPARTMENT

Facility Rental Contract
Onetta Harris Community Center
100 Terminal Ave
Menlo Park, CA 94025
(p) 650.330.2250 (f) 650.324.2193



FACILITY RENTAL INFORMATION

FACILITY DESCRIPTIONS

The Onetta Harris Community Center offers room rentals for residents and non-residents. Although preference is given to ongoing and City-sponsored programs, reservations can be made for any day of the week. Weekend rentals require a **3** hour minimum and weekdays require a **2** hour minimum. Any time in the building, including set-up and clean-up, is chargeable to the renter. Room rental includes; the use of our tables and chairs, kitchen, and facility attendant. Onetta Harris Community Center is located at 100 Terminal Avenue, Menlo Park next to Kelly Park and Belle Haven Pool. The facility offers 4 rooms of various sizes (*please see page 3*) as well as a gymnasium for rent to accommodate a variety of activities. All rentals must end by 10 pm.

RESERVATIONS

Facility Application: Applications are accepted in person only on a first come, first serve basis and can be submitted up to one year in advance. To secure a reservation, payment must include the security deposit. The remaining balance is due two weeks prior to the date of your reservation. Reservations are not accepted with less than two weeks notice. Verification of residency must be provided at the time of reservation and the applicant must be at least 18 years of age. We reserve the right to refuse rental or use to groups or individuals who have previously used the facility and left it in poor condition. In the event that the reserved room(s) is needed for City use or maintenance, the City of Menlo Park reserves the right to reschedule, relocate, or deny a request previously approved. In this event, the group or individual will be given as much advance notice as possible.

Liability Insurance: A Certificate of Liability Insurance is required for all facility rentals. The renter must bring proof of insurance from their insurance company for one million dollars, naming the City of Menlo Park as additionally insured. The certificate must be submitted at least **two weeks** prior to the rental date. No reservation will be confirmed without proof of insurance. A Certificate of Liability Insurance can be issued by the renter's homeowner's or other insurance carrier. In order for the certificate to be valid, it must contain the following:

- ✓ *The renter's name must be listed as the one "insured."*
- ✓ *The policy must not expire before the event date.*
- ✓ *The policy must be for \$1,000,000.*
- ✓ *The "description" should list the rental location, day, and event planned.*
- ✓ *The City of Menlo Park at 701 Laurel Street, Menlo Park, CA 94025 must be listed as "additional insured."*

Confirmation: No reservation is confirmed until the completed reservation form has been approved, all fees and security deposit have been paid, and the insurance certificate is submitted. Approval is dependent upon intended use, availability, and applicants' agreement to abide by the terms and conditions listed herein.

Cancellations: For **all** cancellations, a \$15.00 service & handling fee will be assessed. Any cancellation within two weeks of the rental date will result in forfeiture of the deposit.

Refunds: Refunds on security deposits are based on compliance with the rental contract, as well as the security and clean-up requirements. To receive a full refund on the security deposit, the building must be cleaned and cleared of all guests, rental party, and caterers at the agreed upon time. Caterers, musicians,

etc., may continue cleaning up during the last hour of the rental time. The renter is responsible for caterers, musicians, photographers and guests tardiness and may have all or part of their security deposit withheld if they go over the agreed upon rental time. The renter will be billed for any damages or extra staff time not covered by the deposit. Deposits are generally refunded within 2-3 weeks.

RULES & REGULATIONS

Alcohol: ONLY Beer, Wine, and Champagne can be served. **No liquor will be allowed at any time.** If alcohol is present at your event, you are required to hire one licensed security guard if your attendance is less than 100. If your estimated attendance is more than 100, you must hire two security guards. (Falsification of estimates could result in the loss of your deposit.) Proof of a contracted licensed security guard(s) is required 2 weeks prior to the rental. **Under-aged drinking at any event is strictly prohibited.**

Smoking: Smoking is not allowed on any premises.

Renter Conduct: The renter is solely responsible for any and all accidents or injuries to persons or property resulting from the use of the facility. The renter is responsible for the control and supervision of all people in attendance. The renter shall take care that no damage is done to the facility and that all of the attendees conduct themselves in an orderly manner in and around the facility including the surrounding park areas and parking lot. If damages or behavior of the group are deemed inappropriate or unsafe for any reason, the function may be stopped in progress and denied further use of the facilities. In addition, if it becomes necessary during the course of the function to summon the police for any reason, all or part of the security deposit will be forfeited. Groups composed of minors (under the age of 18) must be supervised by 1 adult for every 20 minors. Minors must be under adult supervision at all times.

- *Decorations:* The renter is responsible for taking down all decorations, removing trash to the proper area and removing tablecloths, utensils, and bottles from the rented room. Decorations are limited to tables, windows, and glass areas only. No tape, nails, tacks, paper, or any kind of decorations are allowed on walls, ceiling, or wood. Any open flame is strictly prohibited. Decorations can be put up only on the day of the rental, not the night before. If extra time is required, the rental will be charged for extra staff hours and room rental.
- *Floor:* If necessary and depending on the type of rental, the renter is responsible for sweeping, vacuuming and/or mopping the room's floor to ensure it is left in the same condition as before rental began.
- *Kitchen and Restrooms:* The supplies and equipment in the kitchen are NOT for general use. The kitchen area must be left in the condition it was found. The stove may only be used for "re-heating" purposes and may not be used for cooking. Sinks, stoves, and counters should be wiped down, garbage, trash, food, and utensils removed. Restrooms are to be left in a clean and orderly fashion.
- *Damages:* Any damage incurred to the walls, windows, tables, chairs, or any of the property will be deducted from the cleaning deposit and is the responsibility of the renter. This includes litter in the parking lot, patio area, and lobby or any excessive cleaning done by our staff. Renter will be billed for damages, cleaning expenses, and staff overtime in excess of the deposit or for total damages.
- *Storage:* Storage is not available either before or after the event. This includes food, beverages, floral arrangements, equipment, etc.
- *Opening/Closing Checklist:* If the renter finds anything to their dissatisfaction upon entering the building, staff should be notified IMMEDIATELY so that prompt action can be taken to correct the situation. Failure to do so may result in all or partial withholding of the security deposit. In addition, the renter must check with staff before leaving and after cleaning up to ensure everything on the checklist has been completed.
- *Hours of Reservation:* In the event that the renter has not exited the building within the time parameters noted on the contract, a penalty will be assessed. It is not an option for the renter to add additional time to their reservation on the day of the event itself. Any and all time changes must be made at least one week in advance. There are no partial refunds/prorated fees if an event ends earlier than the scheduled time.

Facility Attendant: A facility attendant will be on duty for the duration of your event. They will unlock and lock the building, inform the renter the of equipment location, answer any questions, and enforce the rules of the facility. The attendant is there to assist the renter; however the renter is responsible for their own set-up and clean-up. Please report any facility issues to the attendant immediately.

Solicitations & Sales: Facility users may not charge a registration fee, admission fee, or entrance fee of any sort. No solicitations or sales presentations may be made on City property. Failure to adhere to this policy will seriously jeopardize the status of any future rental and may result in your event being shut down. Permission to hold a fundraiser must be approved by the Community Services Director.

FACILITY FEE SCHEDULE & INFORMATION

Facility/Room	Dimensions	Capacity	Fees per hour Resident/Non-Resident
Multipurpose	56X37	120	\$50/\$65
Gymnasium	102X66	460	\$59/\$76
Conference Room	21X13	25	\$29/\$38
Classroom	17X15	25	\$32/\$40
Craft Room	18X16	25	\$32/\$40
Security Deposit	\$250		

Equipment Needs

- _____ 6 foot tables
- _____ 8 foot tables
- _____ Round tables
- _____ Chairs
- _____ Chalkboard
- _____ Podium
- _____ Screen
- _____ Other

- There is a 50% discount for Non-Profit organizations for organizational meetings and events on the hourly rental rate however Non-Profit paperwork must be presented declaring Non-Profit status in the form of a 501c3 form.
- Weekday rentals that are business meetings do not required a security deposit or insurance.

Onetta Harris Community Center



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2009

PRODUCER W 220 DASH ST S 14	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED C 300	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		01/20/2009	01/20/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Lunch Picnic at Burgess Park, Menlo Park, CA. Event Date: August 7, 2009. City of Menlo Park is named as Additional Insureds per form 80-02-2000 attached to the policy.

CERTIFICATE HOLDER City of Menlo Park 701 Laurel Street Menlo Park, CA 94025	CANCELLATION 10 Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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LOAN #:
ACORD 25 (2001/08) ID #: