



City of Watsonville  
Parks & Community Services Department  
231 Union Street, Watsonville, CA 95076  
(831) 768-3240  
[www.watsonvillerec.com](http://www.watsonvillerec.com)

## FACILITY USE REQUEST & RENTAL AGREEMENT

ORGANIZATION: \_\_\_\_\_  
INDIVIDUAL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ BUS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
APPLICATION SUBMITTED: \_\_\_\_\_

**Request:**

The following Agreement allows the applicant to rent, schedule and use the hereinafter-identified facility according to the following agreed conditions:

**FACILITY:**

- Callaghan Cultural Center
- Gene Hoularis & Waldo Rodriguez Youth Center
- Marinovich Community Center
- Muzzio Park Community Center
- Ramsay Picnic Area \_\_\_\_\_
- River Park Picnic
- Ramsay Park Family Center
- Veterans Memorial Building
- City Plaza
- Civic Plaza Community Room A
- Civic Plaza Community Room B
- AV System       Kitchen

**RENTAL PERIOD:**

Date: \_\_\_\_\_, 20\_\_\_\_, Time: \_\_\_\_\_ m to \_\_\_\_\_ m  
Date: \_\_\_\_\_, 20\_\_\_\_, Time: \_\_\_\_\_ m to \_\_\_\_\_ m

**FACILITY USE AND SET UP:**

Date (s): \_\_\_\_\_, 20\_\_\_\_  
Set up time: \_\_\_\_\_ m to \_\_\_\_\_ m  
Event time: \_\_\_\_\_ m to \_\_\_\_\_ m  
Clean up time: \_\_\_\_\_ m to \_\_\_\_\_ m

Equipment: \_\_\_\_\_ Chairs \_\_\_\_\_ Tables

**RENTAL PURPOSE:**

Occupant shall be permitted to use the facility for the following purpose and no other purpose:

\_\_\_\_\_

\_\_\_\_\_

Estimated attendance: Adults \_\_\_\_\_ Youth \_\_\_\_\_ Total Estimated Attendance \_\_\_\_\_

Is the event open to the public? Yes \_\_\_ No \_\_\_

Is this event a fundraiser? Yes \_\_\_ No \_\_\_

Will admission, dues, fees, donation or charges be collected? Yes \_\_\_ No \_\_\_

*If yes, purpose of the fee:* \_\_\_\_\_ *Price of admission:* \$ \_\_\_\_\_

Will decorations be used? Yes \_\_\_ No \_\_\_

*If yes, what type* \_\_\_\_\_

Will food be served? Yes \_\_\_ No \_\_\_

Will alcohol be served Yes \_\_\_ No \_\_\_

Will alcohol be sold? Yes \_\_\_ No \_\_\_

If yes, ABC License Holders Name & # \_\_\_\_\_

Will there be entertainment? Yes \_\_\_ No \_\_\_

*If yes, what type?* \_\_\_\_\_

Will there be music? Yes \_\_\_ No \_\_\_

If yes, amplified? Yes \_\_\_ No \_\_\_

Is the applicant a 501(c)(3) non-profit organization? Yes \_\_\_ No \_\_\_

*If yes, please provide organization's EIN #* \_\_\_\_\_

Is the applicant a governmental agency (City, County, State or Federal)? Yes \_\_\_ No \_\_\_

Is the applicant a business/promoter? Yes \_\_\_ No \_\_\_

*If yes, provide City of Watsonville Business License #:* \_\_\_\_\_

## **CENTER RULES, REGULATIONS & CONDITIONS OF USE**

### **A. PAYMENTS:**

Deposits and cleaning fees are due at the time of the application.  
Full payment of all fees is due 15 days prior to the date of rental.

### **B. PARKING FEE:**

All vehicles parked in the Civic Plaza Parking Garage may be subject to applicable parking fees. \$5.00 per parking pass  
Renters requesting validation for parking in advance will be charged \$5.00 per parking pass, parking fee may be subject to change. Parking passes not used will not be reimbursed.

### **C. ADDITIONAL HOURS/UNUSED HOURS OF RENTAL TIME:**

The use of the facility in excess of the time agreed above will result in additional charges in 1-hour increments. Overtime charges will be deducted from the facility deposit. No refund will be issued for unused hours of a facility.

### **D. DEPOSITS:**

1. Deposits may be fully or partially withheld for any of the following reasons:
  - a. Facility use fees for the time used in excess of time requested and reserved.
  - b. Damage to the facility or equipment.
  - c. Misuse of the facility, park or field/court.
  - d. Inadequate clean-up by renter, requiring additional custodial time/services after renter's use.
2. If fees due exceed the amount of the deposit, the renter will be billed for the balance. Payment will be due within five (5) business days of the date of invoice. Further reservations will not be honored until additional fees are paid.
3. It is the renter's responsibility to notify PCS of any address or telephone changes so the refund may be mailed to the correct address.

### **E. CANCELTION BY APPLICANT:**

Cancellation fees will be charged as follows:

- 31 days or more prior to the rental: 50% of the deposit or \$100, whichever is less, will be deducted from the deposit plus a \$10.00 processing fee applies.
- 30 days or less prior to the rental: 100% of the deposit will be forfeited.

**F. CANCELTATION BY CITY:**

The City may cancel a scheduled rental at any time without liability under any of the following conditions: a) the application is found to contain false or misleading information; b) the Department finds that the proposed use of the facility will be detrimental to the health and safety of the public, or to the efficient operation of the facility; c) should any individual or group willfully or negligently misuse or damage the equipment or the facility; d) for recurring scheduled activities, if the applicant use of the facility becomes irregular or event attendance falls below the standard established for the rental; e) applicant has not completed all conditions and requirements for the use of the facility; f) in case the center becomes unavailable, destroyed or damaged by fire or any other cause, or strikes, labor disputes, war, or acts of military authorities render fulfillment of the contract difficult or impossible; g) the facility is needed by public necessity or emergency use. Cancellation by the city shall be made in writing to the applicant as soon as any of these conditions listed above occur. If refund of rental is applicable, such refund will be processed by the City and received by the applicant 4 to 6 weeks after the notice of cancellation issued by the City.

**G. TRANSFER OF AGREEMENT:**

This agreement cannot be transferred, assigned, or sublet unless approved by the City in writing. No other parties, groups or organizations are allowed to occupy the facility unless otherwise specified in this contract.

**H. COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:**

- a. **SECURITY:** Applicant must sign complete executable contract with a security company for services to be rendered during the rental thirty (30) days prior to the rental date. Security Contract due on: \_\_\_\_\_
- b. **ENTERTAINMENT PERMIT:** Applicant must sign entertainment/sound application permit issued by the Police Department to the PCS office thirty (30) days prior to the rental. Entertainment Permit due on: \_\_\_\_\_
- c. **LIABILITY INSURANCE:** Applicant will be provided with liability insurance through the City and the applicant will be responsible for the cost. Events with 75 people or less in attendance and in which alcohol will not be served or sold will be exempt (not be charged) but can opt to purchase this insurance coverage from the City. All insurance fees are due at the time that reservation fees are due. Liability Insurance Payment due on: \_\_\_\_\_

Special event applicants/facility renters who can comply with the City’s insurance requirements (provide proof of coverage) will be exempt from purchasing insurance from the City. However, they must provide the PCS Department with a Certificate of Insurance and an Additional Insured Endorsement with a minimum \$1 million liability coverage and an endorsement that names the City of Watsonville, it’s appointed & elected officials and it’s employees as additional insured. The City reserves the right to require additional insurance based on the nature of the activity(ies). A copy of said insurance must be provided to the PCS Department 30 days prior to the event. Certificate of Insurance due on: \_\_\_\_\_

- d. **CITY BUSINESS LICENSE:** is required if selling food/products. Due on: \_\_\_\_\_
- e. **COUNTY HEALTH PERMIT:** is required if selling prepared food and if your rental lasts more than one day. Due on: \_\_\_\_\_
- f. **ALCOHOL/ABC LICENSE:** is required if selling alcohol. Due on: \_\_\_\_\_

**I. HOLD HARMLESS**

It is understood and agreed that the applicant assumes all risks for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way by such user or occupancy of the facilities of the City of Watsonville; the applicant further agrees that in consideration of being permitted to use said facilities the applicant and their guests/attendees will hold harmless from any loss, claim and liability or damages, and/or injuries to persons or property that in any way may be caused by applicant's and their guests/attendees use or occupancy of said facilities.

**J. COMPLIANCE WITH THE CONDITIONS OF USE:**

The renter shall observe, obey and comply with all applicable policies, rules and regulations regarding the use of Parks & Community Services facilities. Renter failure to follow the conditions of use of PCS facilities may result in eviction from the facility and the forfeit of all fees paid for violation of the same.

**K. ANIMALS PROHIBITED WITH THE EXCEPTION OF SERVICE DOG, NO DOMESTIC ANIMAL:**

No domestic or wild animals or birds shall be taken into, or kept in or about the facility, or any part thereof without consent of the PCS Department.

**L. DEPARTMENT RIGHT-TO-ENTER:**

A Center Attendant will be on duty at all times during the rental. Other Department staff shall have the right to enter the facility at all times during the rental.

**M. CONDUCT OF PERSONS:**

The renter shall be solely responsible for the orderly conduct of all persons using the facility by their invitation, either expressed or implied, during all times covered under this contract. The Department reserves the right to eject from the facility any person or persons due to objectionable, unlawful or undesirable conduct.

**N. APPLICANT RESPONSIBILITY FOR CLEANLINESS OF FACILITY:**

Renter shall comply with facility clean up agreement. A pre rental walk through of the facility will take place prior to renter occupancy of the facility and a post rental walk through will be completed after renter completes the clean-up.

**O. GARBAGE/RECYCLING/LITTER CONTROL:** Renter shall be responsible for litter control during the event. Renter is encouraged to educate your participants on the importance of recycling; keep your recyclable items separate from your garbage.

- **POLYSTYRENE BAN:** Renters serving food at their event shall use recyclable, biodegradable or compostable cutlery/table ware as per City of Watsonville Ordinance #1245-09 (Municipal code Chapter 6.6).
- **PROPER DISPOSAL OF GREY WATER** (*water from food preparation*): Shall not be disposed into the street; use facility sink drains.
- **PROPER DISPOSAL OF COOKING FAT, OIL, & GREASE:** Shall not be disposed into the sink or street drains; bring your own containers and toss it into the garbage or take it to an oil recycling center.

**P. SMOKING:**

Smoking is not permitted at parks or inside of city facilities.

**Q. ALCOHOL:**

Only beer and wine may be served. Beer and wine shall not be consumed outside the facility and shall not be served and shall cease to be served 40 min prior to the end of the event. All beer and wine must be served in plastic cups.

**R. USE OF RESERVED FACILITY AND EQUIPMENT**

The renter may use ONLY those facilities and equipment specifically designated in this agreement

**Request for Facility use:**

**Submitted by: (Name)** \_\_\_\_\_, **Date,** \_\_\_\_\_

**\*Please note, a final signature by the applicant will be required once agreement has been reviewed and approved by staff. Please allow 3-5 working days for approval.**

**Date of Approval:** \_\_\_\_\_ **Staff Initial:** \_\_\_\_\_

**FEES:**

Fees will be determined according to the priority use classification and number of hours requested.

Applicant is a:

Category \_\_\_ User                      Hourly fee charged: \$ \_\_\_\_\_

- \_\_\_\_\_ *I understand that I am responsible for notifying in a timely manner the Parks & Community Services Staff when/if I will not be using the facility on any or all reserved dates.*
- \_\_\_\_\_ *I understand that this rental may be bumped by PCS activities and I will receive 10 days notice*
- \_\_\_\_\_ *I understand that this rental may be bumped by PCS activities and I will receive 10 days notice.*

Total hours requested for set up: \_\_\_\_\_

Total hours requested for event: \_\_\_\_\_

Total hours requested for clean up: \_\_\_\_\_

Total number of hours x fees: \_\_\_\_\_ hrs. x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

	Facility deposit:	+ \$	_____
	Non-refundable cleaning fee:	+ \$	_____
	Equipment rental fee:	+ \$	_____
Class: 1 2 3	Insurance/Alcohol fee:	+ \$	_____
	Alcohol Insurance fee:	+ \$	_____
	Kitchen fee:	+ \$	_____
	AV System fee:	+ \$	_____
	Parking fee:	+ \$	_____
	Entertainment Permit	+ \$	_____
	Security Guards	+ \$	_____

Total amount due: \$ \_\_\_\_\_

**Rental Agreement:**

**SIGNATURES REQUIRED:**

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained on the grounds, building, furniture, or equipment occurring through the occupancy of said facilities by the Applicant or their guests/attendees.

I, the undersigned, have read, and agree to abide by the rules and regulations for the facility use as listed on supplementary materials.

By signing this agreement, I have read and understand the rules, regulations and conditions to use and rent the above-specified Parks and Community Services Department facility and I agree to abide by them.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_