

## City of Sacramento Application for Facility Use Contract Number\_\_\_\_\_

Shepard Garden & Arts Center 3330 McKinley Boulevard, Sacramento, CA 95816 Phone: (916) 808-1405

Applicant(s) Information			
Name/Responsible Party			
Organization/Company Name			Is this a company activity? YES $\ \square$ NO $\ \square$
Address			
City, State, ZIP Code			
CDL#			Birth Date
Home Phone			Cell Phone
E-Mail Address			
Tax Exempt No			Web Address
Alternate Contact Person			Cell Phone
Home Phone			E-Mail Address
<b>Activity Details</b>			
Type of Activity			
Date(s)			Day(s) of the Week
Set-up Time			Activity Start Time
Break Down Time			Activity End Time
Facility			Room(s)
Maximum Attendance	Adults		Youth Total
Will you need the use of a Kitchen?	YES 🗆	NO 🗆	
Will you need City equipment?	YES 🗆	NO 🗆	Type of equipment
Will you need a stage?	YES 🗆	NO 🗆	If yes, explain
Is this activity a fundraiser?	YES 🗆	NO 🗆	If yes, explain
Will alcohol be present?	YES 🗆	NO 🗆	If yes, explain
Will food be at your activity?	YES 🗆	NO 🗆	If yes, explain
Will money be charged or exchanged?	YES 🗆	NO 🗆	If yes, explain
Will there be amplified sound?	YES 🗆	NO 🗆	If yes, explain and identify hours of use
Will your event include entertainment?	YES 🗆	NO 🗆	If yes, explain
Will your activity be open to the public?	YES 🗆	NO 🗆	If yes, explain

## **Rules and Regulations** Initial I have received a guideline on building usage and all of the policies and procedures of facility rentals and usage. In case of an emergency or for reasons beyond the City's control, the City reserves the right to cancel the scheduled activity prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary. Reservations may be made a maximum of one (1) year in advance and must be made a minimum of thirty (30) business days in advance. I understand that my rental time is inclusive to set-up and clean-up time and will not gain access to my facility rental before said time on contract. Bring your Facility Use/Event Permit and contract to the facility with you on the day of your reservation. Initial \_\_\_\_ I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee an activity will be allowed to commence. If a contract is issued, I agree that: (1) if any of the information contained in the application is found to be false; or (2) should my conduct, or the conduct of any participants or guests, not be as described in the application; or (3) should any applicable City, County, State or Federal rules, regulations, codes or laws be violated, any contract issued shall automatically become null and void and any activity associated with this reservation will immediately cease. In addition, violations of above said will result in the forfeiting of all deposits and fees. Initial \_\_\_\_ For each fee based reservation that is cancelled; a \$25 administrative fee will be assessed. If the cancellation is made later than thirty (30) days before the event date the entire fee is non-refundable. Damage deposits will be refunded less the \$25 administrative fee. Cancellations for large meeting spaces made more than 30 days and up to 50 days in advance will be charged a \$350 cancellation fee. Cancellations received 51, or more days in advance of the reservation date will be charged a \$175 cancellation fee. Contract will be issued at the time of payment. Final date for full payment of reservation will be 60 days prior to reservation date. Any payments made less than sixty (60) days prior to the reservation date must be paid with a MasterCard, Visa, American Express, cash or cashier's check. Once an application is assigned/issued a contract number then the refund/cancellation policy becomes applicable. All cancellations, adjustments or rescheduling must be submitted in writing by the responsible party listed on the "Application for Facility Use." Cleaning/damage deposits and refunds will be processed within 21 business days after the event is canceled or event provide that the building is cleaned, repaired and restored to its condition immediately prior to the event. I also agree that I will: (1) be financially responsible for any costs incurred by the City for damages to City Initial \_\_\_ property; (2) be financially responsible to reimburse City reasonable attorney fees to enforce the provisions of any contract that is issued for the activity described in this application; (3) forfeit all fees and deposits as partial compensation to the City for any costs associated with the enforcement of the provisions of the application or reservation: (4) forfeit all fees and deposits if it is determined that I have provided false information on the application; (5) be financially responsible for any City costs that exceed fees and deposits already collected by the City for enforcement of provisions related to this application or reservation. "The Responsible Party agrees to fully indemnify, defend, and save harmless, the City of Sacramento, its officers, Initial \_\_\_ agents, employees, and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by the City of Sacramento's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of the Responsible Party in connection with its use of City of Sacramento facilities. This shall be a continuing release and shall remain in effect until revoked in writing. All debris and trash must be bagged and removed from the indoor facility immediately and placed by the dumpster after the said activity. All expenses will be the responsibility of the applicant. When the applicant uses City receptacles all rights of ownership are forfeited. I agree to report any discrepancies, complaints, or concerns within 48 hours of facility use. Refund requests other than your deposit will not be returned if the request is made more than 48 hours after your activity. These instances can be reported by telephone at (916) 808-6060. If you have safety concerns, or on-site problems please contact onsite City employee.

Rules and Regulations					
Initial	I agree that facilities must adhere to seating and standing Fire Code restrictions. Room capacity may be reduced or increased according to your setup instructions. (City staff can assist you with this determination).				
Initial	Sacramento City Code section 12.72.135 prohibits smoking in all City facilities.				
Initial	agree that I will be responsible for the behavior, actions etc. of all of the attendants at my event/activity.				
Initial	implified sound is by permit only. "Amplified sound" means speech, music or other sound projected or transmitted by electronic equipment including amplifiers, loud speakers, microphones, or similar devices or combinations of levices which are powered by electricity, battery or combustible fuel and which are intended to increase the volume, ange, distance or intensity of speech, music or other sound.				
Initial	I understand and agree that alcohol requires insurance and security. If your function does not serve or consume alcohol you are still responsible for all members of your party who may bring their own. I understand that is a misdemeanor to sell or give alcohol to persons under the age of 21. In addition, it is a misdemeanor to sell or furnish alcohol to an intoxicated person.				
Initial	I agree, for the sale of alcohol at my event a copy of my ABC license will be submitted to the Reservations Office.				
Insurance is required for your activity it must be submitted on a standard ACORD form, or on the insurance company's letterhead. The City of Sacramento must be listed as the certificate holder as well as an additional insured with respects to General Liability. An endorsement naming the "The City of Sacramento, its officials, agents, employees and volunteers" must accompany the certificate of insurance. The endorsement page is often referred to as page CG 2011.					
Agreement and Signature					
I the undersigned representative have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.					
Name (prir	nted)				
Signature	Date				
Payment Information					
Amount Due	e Cashier Initials				
Refund Information					
Name	Organization/Company Name				
Care of	Address				
City, State,	ZIP Code Day/Cell Phone				
Office U	Jse Only				
Notes					