



UTICA PARK KITCHEN

RENTAL POLICY

City of Angels Utica Park Kitchen Rental Policy effective September 1, 2011

The City of Angels grants to the Permittee the privilege of using the Utica Park Kitchen under the conditions established in this Policy. Rental dates are on a first come, first serve basis. The City of Angels sponsored activities (Volunteer Firemen's Association Pancake Breakfast, Firemen's Fun Day, etc.), shall have first priority for all available dates. Bookings will only be allowed up to 12 months in advance. Permittee shall obtain and pay for any governmental permits or authorizations required for Permittee's activities prior to use of the facility.

The Permittee is responsible to the City of Angels and/or its agent(s) for enforcing strict adherence to this Policy. The City reserves the right to deny use of the Utica Park Kitchen to any individual, group or organization that refuses to adhere to any portion of this Policy.

PAYMENTS AND CANCELLATION PROVISIONS:

The following fees are in effect as of August 16, 2011.

- **Facility Rental Fees**
 1. 200.00 for Kitchen Use
 2. \$400.00 for Damage/Clean Facility Deposit
- One half (1/2) of the total Rental Fees are due within 2 weeks upon reserving the City of Angels Utica Park Kitchen. This Facility Rental Fee must accompany the completed and signed Rental Application.
- All remaining fee balances are due sixty (60) calendar days prior to the rental date.
- The Damage/Clean Facility Deposit and required Insurance are due fourteen (14) calendar days prior to the rental date.

- If use is cancelled by Permittee sixty (60) calendar days, or more, prior to the date of the event, Permittee shall be entitled to a 50% refund of Rental Fee. Such refund will be made within 14 calendar days of the City receiving written notice of said cancellation.
- If use is cancelled by Permittee fifty-nine (59) calendar days, or less, prior to the date of the event, Permittee shall be entitled to no refunds.
- Permittee is financially responsible for all damages to facility and equipment occurring from use, this includes the discharge of the ansul system. If damages exceed the \$400.00 Damage/Clean Facility deposit, Permittee will be held responsible for all additional charges/fees. Additional fees and charges can include, but are not limited to, heaters or coolers not turned off, and/or lights. The deposit shall be refunded to Permittee less any charges. The City shall have 14 calendar days to refund any portion of the deposit.
- It is the Permittee's responsibility to fully read and understand the Clean-Up Checklist and adhere to it.
- A full walk-through of the kitchen will take place prior to Permittee having access or keys to the kitchen. This walk through will take place no earlier than 9 a.m. It is highly recommended that the person responsible for cleaning the kitchen attends this meeting. The condition of the kitchen will be noted by City Staff and the Permittee. The Permittee will be responsible for any subsequent damage to the facility, equipment and/or City property surrounding the park and kitchen after the keys have been issued.
- A follow-up walk through of the facility will take place within 48 hours after Permittee's event. This walk through will be assigned a date and time and the Permittee is asked to attend this meeting. At this time any cleaning problems or damage will be noted by City Staff and Permittee.

INSURANCE PROVISIONS:

- Permittee shall purchase and maintain, during the term of the Rental Agreement, insurance subject to the specifications set forth below to provide protection to the City of Angels, from any and all claims that may arise from operations or performance under this contract. All insurance companies must be rate A or A+ in the most recent Best's Rating Guide of Property and Liability Insurance Companies.
- The City must be furnished a rider or certificate, including policy endorsement or additional insured policy language, subject to the following specification and naming the City of Angels, its Officials, Employees and Volunteers as additional insured, not less than fourteen (14) days prior to the event. Permittee may purchase special event insurance through the City of Angels. Contact City of Angels Park Coordinator for a free insurance quote at (209)736-2181.

- Minimum Insurance specifications are as follows:

General Liability Insurance - Such coverage shall be for \$1,000,000 per occurrence, \$1,000,000 in aggregate.

Liquor Liability Insurance – If beer and/or wine will be sold at the event the Permittee must obtain Liquor Liability coverage. Such coverage will be for \$1,000,000 per occurrence, \$1,000,000 in aggregate.

Workers Compensation Insurance – “For Profit” Permittee shall purchase and maintain, during the term of the Agreement, Workers Compensation Insurance for all employees working at the event with limits not less than \$1,000,000. These policies shall be in strict compliance with California State Laws.

ADDITIONAL PROVISIONS:

- If selling alcohol Permittee must obtain an ABC License and Liquor Liability Insurance coverage prior to the event. All consumption of alcohol and possession of open alcohol containers must remain within the vicinity of the park kitchen. (There shall be no consumption of alcoholic beverages in or upon any public street or alley, and in or upon any public sidewalk.)
- “For Profit” events are required to obtain a City of Angels Business License. Contact the Park Coordinator for further information at (209)736-2181.
- In you are selling or giving away food to the general public, you must contact the Calaveras County Health Department at (209)754-6460 at least two weeks prior to the rental date.
- No bounce houses or play structures.
- NOTHING SHALL BE ATTACHED OR AFFIXED TO ANY PART OF THE FACILITY INCLUDING INTERIOR OR EXTERIOR WALLS, DOORS, FLOORS AND TREES. E.G.:NAILS, STAPLES, THUMB TACKS AND TAPE OF ANY KIND.
- PERMITTEE IS NOT ALLOWED TO USE ANY TYPE OF GLITTER OR CONFETTI WITHIN OR OUTSIDE OF THE FACILITY.
- All free standing and table decorations must meet appropriate safety standards. Nothing shall be leaned against walls, without written permission from the City.
- Those using the park and kitchen are NOT ALLOWED to park in the Resident’s parking areas. Please be advised that if you or your guests park in these spaces, cars may be TOWED AT THE OWNER’S EXPENSE.
- Permittee shall not install, use, or be permitted to operate or use in the facility, or surrounding property, any public address equipment, television equipment, juke box, radios, loudspeaker, or other equipment producing noise levels that cause a disturbance outside of the covered area.

Exceptions can be made if the Permittee submits a written request at least (14) days prior to the event.

- Individuals under 18 shall not be permitted to rent the facility. Youth groups and minors must have adult supervision at all times during facility rental.
- Activities shall begin no earlier than 7:00 a.m. and cease no later than 10:00 p.m.
- Games of chance or any other forms of gambling will not be permitted.
- NO SMOKING shall be allowed in the kitchen.
- No City property shall be removed from the facility.
- The City shall not be responsible for any damage or loss to any item belonging to Permittee or its guests and/or customers.
- Permittee shall not discriminate because of race, creed, color, sex or national origin, against any person by refusing to furnish such person any accommodation, service or privilege offered to or enjoyed by the general public. Permittee will not discriminate against any employee or applicant for employment, because of race, color, religion, ancestry, sex, age or national origin. Permittee will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age or national origin.
- The City reserves the right to enter upon the facility at all reasonable times for the purpose of inspection, maintenance, administration, protection and development of the facility.
- In the event of an emergency contact the City Police Department at (209)736-2567, and in the event of a maintenance problem contact the Public Works Department at (209)736-2181.

For any questions regarding this Rental Policy contact, the City Park Coordinator at (209)736-2181.

Checklist for Kitchen/Park Rental

- _____ Trash removed
- _____ Floors/counters cleaned
- _____ Appliances cleaned
- _____ General building condition
- _____ General covered area condition
- _____ Lights/swamp cooler/fans – turned off
- _____ Hot water heater off
- _____ Outside area
- _____ Parking area
- _____ Meter readings