

Morris B. Vance Community Room Facility Rental Agreement

Capacity: 200 / Indoor Facility

PERMIT #

Reservations:

- Event may <u>NOT</u> exceed the maximum capacity. Penalties can include, but are not limited to, shutting down event, charges to the security deposit and/or sheriff notification.
- Permit holder must be at least 21 years of age and remain in attendance throughout entire event.
- A booking fee of 50% of the basic hourly rent is due at the time the reservation is made.
- Final payment is due no later than 180 days prior to the event; security deposit is due no later than 30 days prior to the event.
- Written cancellations made 180+ days prior to the event will receive a 50% refund of the Building Rental Fees and 100% of all
 other fees (See Policies and Procedures). Written cancellations made less than 180 days prior to the event will not receive a refund
 of Building Rental Fees but will receive 100% refund of all other fees (See Policies and Procedures).
- Payments accepted: checks made payable to City of Vista, credit card (Visa or MasterCard), cash and money order.
- Children must be supervised by an adult at all times during use of the facility.
- Facility rental does **not** include the surrounding park area. It is a public park, and city staff cannot prevent public use during a rental.
- Beer & wine permit will **not** be issued for any youth-oriented events.
- A beer & wine permit costs \$100, and its use requires security (see 'Security' section). Beer &/or wine may <u>NOT</u> be consumed prior to start of event time; if it is being sold, a proper license must be obtained. Events with beer & wine permits may not exceed 6 hours of event time. Only beer in cans (no kegs), wine and champagne not exceeding 14% alcohol content are allowed.
- Events without a beer & wine permit may last a maximum of 8 hours, not including set-up & break down time.
- ALL events must end by 10:00 PM. Beer and wine service and music must stop at 10:00 PM, no exceptions.
- Absolutely NO live animals are permitted in the facility at any time with the exception of service animals.
- All City of Vista parks and facilities are smoke free. Designated smoking area is the *adjacent parking lot on Alta Vista* Dr.
 Renter's Initials

Decorating Guidelines & Set-Up Time:

- Every hour the facility is in use by the renter is charged at the hourly rate. **This includes set-up and break-down time**. If the renter wants to set up in the morning and come back later for the event, **the hours in between will be charged**. If an event exceeds the time allotted on the permit, the time will be deducted from the security deposit at the hourly rate.
- Caterer preparation, music/DJ equipment set-up, and rental equipment drop-off are included in this time. All rental equipment must be approved by the City of Vista prior to the event with the exception of linens.
- City of Vista will supply the renter with a blank layout of the facility. Renters may pay \$70 for a contracted crew to complete their event set-up; this includes set up of tables and chairs as outlined in the plot plan supplied by the renter. This is a non-refundable but optional fee.
- Renter is responsible for their own decorating. Decorations must be stand-alone; items may **not** be hung on the walls or windows. Candles must be contained in glass votive holders, and luminaries are not allowed as per the Vista Fire Department.
- Decorative lights may be used but **cannot** be attached to the facility.
- All decorations must be removed by the permit holder and discarded appropriately.
- Individually wrapped candy is not allowed. Throwing of rose petals, rice, birdseed, or similar items is not permitted.
- Glitter of any size is not allowed to be used in any way due to maintenance guidelines.

Caterer / Music / Rentals:

Caterer: (please provide caterer with a copy of the Caterer's Guidelines)

- A caterer is required when food is served at an event at this facility.
- Caterers must have the following: City of Vista business license (can be purchased for one-time use), county health permit, and a one million dollar liability policy naming the City of Vista additionally insured with an endorsement.
- Use of the commercial kitchen is permitted with an additional \$500 security deposit. A staff fee of \$26/hour is charged for the entire time the kitchen is in use; kitchen staff supervises the use of kitchen equipment. A \$61 kitchen cleaning fee is **required** any time the kitchen is used by the caterer. Caterers are responsible for removing all items from the kitchen.
- Caterer can provide barbecue services and set up on the sidewalk area outside of the kitchen entrance. A piece of plywood or tarp must be placed underneath the barbecue on the concrete to avoid grease stains.
- Music
- Live and amplified music (DJ) is allowed at noise levels within City of Vista and San Diego Noise Ordinance regulations. Security is required at a ratio of 1 guard to 100 attendees any time there is live music. To ensure appropriate noise levels and accommodate neighbors, all doors must remain closed while music is playing.

Rentals

Rental companies must drop off and pick up equipment within the hours specified on the facility use contract. All
rental equipment must be approved by the City of Vista prior to the event with the exception of linens.



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Insurance:

- Facility rental applicants shall provide acceptable documentation of liability insurance or purchase insurance through the City of Vista. This applies to all events at this location. All insurance shall be a \$1,000,000 comprehensive general liability insurance naming the City of Vista as additional insured on an 'Additionally Insured Endorsement' with a 30 day notice of cancellation.
- Renter may purchase insurance provided through HUB International Insurance Services and a certificate will be e-mailed. This is for the renter's record. Cost of insurance may vary based on the type of event and the number of people. If Renter is purchasing insurance through HUB, Recreation Representative will email link and code. Certificate of
- Insurance must be provided to Recreation Representative no less than 7 days prior to event.

Security:

- Security is scheduled by the City of Vista and will be on-site for the entire event plus 1/2 hour before to 1/2 hour after. The cost is \$42 per hour per guard with a 5-hour minimum. Permit holder cannot supply their own security. Security is scheduled as follows:
 - Youth/teen-oriented events require 3 security guards.
 - If anticipated attendance exceeds 100 guests, one security guard is required.
 - Security is required any time there is live music &/or there is a beer & wine permit at a ratio of 1 guard to 100 guests, 2 guards to 101-200 guests, and 3 guards to 201-250 guests.
- Security ensures that the renter is following the guidelines set forth in this agreement. They are contracted by the city, not the renter.

Post-Event Clean Up:

- All events must end by 10:00 PM. This is non-negotiable, and hourly rental fees may be deducted from the security deposit if renter does not comply.
- Renter has <u>one hour</u> after event to clear out of the facility. All equipment rentals such as dance floors, tables, chairs, etc. must be picked up during this time.
- Renter must remove <u>all</u> items brought into the facility within the hour allotted, including items to be thrown away such as decorations and leftover food. Please place in trash and recycling receptacles.
- Renter and caterer are responsible for complying with the 'Kitchen Clean-up Check List'. The kitchen staff will direct the renter and caterer on their responsibilities. The cleaning crew will complete basic clean-up. Any extraordinary cleaning is the responsibility of the renter and caterer. A checklist must be signed off by staff and caterer prior to vacating the facility.
- Cleaning service will empty trash cans, clean restrooms, vacuum Community Room, sweep and mop the lobby in order to leave the facility in acceptable condition for city business.
- Any extensive cleaning is the renter's responsibility. Maintenance fees may apply and will be deducted from the security deposit for extra staff and/or cleaning time.
- Ice, hot/cold beverages or any type of liquid may not be dumped on landscaping areas. If access to the kitchen was not included in the rental agreement, City staff will allow the renter to dispose of these items in the kitchen sinks. **DO NOT dispose of liquids in the bathroom sinks**.
- Renter is <u>NOT</u> to leave the facility without checking out with city staff and signing the 'Facility Use Checklist'. Without this, the security deposit will be held until everything is checked and cleared.

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RENTER MUST READ AND INITIAL ALL ITEMS PRIOR TO SIGNING THIS CONTRACT.

Any changes or amendments to this contract must be made at least 7 business days prior to event in order to be considered for approval. Changes must be done during regular business hours, Monday-Friday 10:30 AM-5 PM. Changes can include but are not limited to extra set-up time, additional event time, number of anticipated guests and/or addition of a beer & wine permit. Changes cannot be made on the day of the event.

PLEASE NOTE: If group exceeds departure time listed on facility use permit or if additional cleanup is needed at time of departure, the renter will be charged the event hourly rate for the time which will be deducted from the security deposit.

Renter must understand and comply with all of the above listed information and understand that they are solely responsible for their portion of the clean-up immediately following their event. The renter will leave the facility in acceptable condition for the contracted cleaning service. Deposit can and will be charged for any extensive or out of the ordinary cleaning.

Responsible Party Name (Print)

City Representative Signature

Responsible Party Signature

Date

Recreation & Community Services 200 Civic Center Dr. Vista, CA 92084 (760) 643-5268 or (760) 643-5275