



**PARKS, RECREATION &
PUBLIC FACILITIES DEPARTMENT**

144 S Broadway
Turlock, CA 95380
Phone (209) 668-5594
Fax (209) 668-5619

FACILITY RENTAL AGREEMENT

Category

Revised June 30, 2021

Class A Rentals for private meetings, parties, banquets and social events (such as wedding receptions, anniversary or birthday parties, cultural events, etc.) for which there are no entry fees for participation and attendance is by invitation only.

Class B Non-profit service and community organizations having no less than 75% of its member's residents of the City of Turlock. Must show proof of 501(c)(3) status with the Internal Revenue Service, current Entity Letter and Articles of Incorporation.

Weekend Rental (Saturday & Sunday, early entry Friday subject to availability for set up only)

FACILITY	CLASS A (Res/Non-Res)	CLASS B (Non-Profit)	DEPOSIT (per day)	Early Entry	SECURITY GUARDS REQUIRED
Senior Center 1191 Cahill 192 Total Capacity	\$750	\$600	\$1000	\$100	2
Rube Boesch Center 275 N Orange 50 Total Capacity	\$350	\$200	\$500	\$100	1

Weekday Hourly Rentals (Monday-Thursday)

FACILITY	CLASS A (Res/Non-Res)	CLASS B (Non-Profit)	DEPOSIT (per day)	SECURITY GUARDS REQUIRED
Senior Center 1191 Cahill 192 Total Capacity	\$100	\$75	\$500	2
Rube Boesch Center 275 N Orange 50 Total Capacity	\$50	\$40	\$250	1

Minimum Weekday Hourly Rental: 2 hours

A deposit is required for each day rented. On a weekend rental if the event is only on one day, only one deposit is due. Transfers from one day to the next is not allowed.

Weekend Rental: Renter is responsible for set up and clean up for the event. Facilities are available 8:00 am – 12:00 am, Friday early entry at 6:00 pm subject to availability. Times include set up and clean up. Events must end by 11:30 pm and all must be out of the facility by 12:00 am, this includes renter, guests, vendors, etc. No rental shall continue past midnight.

Weekday Hourly Rentals: Renter is responsible for set up and clean up for the event. Weekday hourly rentals will be given one hour prior to the rental, for set up only. Weekday hourly rentals will be given one hour after the rental, for clean up only. Check with staff for availability. Events must end by 11:30 pm and all must be out of the facility by 12:00 am, this includes renter, guests, vendors, etc. No rental shall continue past midnight. Minimum two hour rental.

Insurance required for all rentals.

The facilities available to the general public were built as a result of community citizen involvement both physically and monetarily in an effort to provide the community with facilities for residents of Turlock to gather socially through various community functions and fund raising for nonprofit community projects and local charity projects.

**PARKS, RECREATION &
PUBLIC FACILITIES DEPARTMENT
RULES & REGULATIONS
FOR FACILITY RENTAL**

The following Rules and Regulations were established by the City of Turlock to govern the use of facilities. Areas of policy not covered by such rules and regulations to be determined by the Parks, Recreation & Public Facilities Director, or his/her designee. Inquiries for appeals may be made to the Parks, Recreation & Public Facilities Department, or his/her designee.

1) APPLICANTS WILL BE REQUIRED TO ESTABLISH THAT

Applicant is 21 years of age or older and applicant is an approved non-profit or authorized to make application. Non-profit groups will be required to provide proof of 501(c)(3) status, a current Entity Status Letter showing good standing with the Franchise Tax Board and Articles of Incorporation.

2) IDENTIFICATION

Individuals renting the building must be 21 years or older. A photo I.D. with the applicant's address and birth date must be submitted at the time of the building rental.

3) RESERVATIONS

All rental reservations and their respective fees must be made a minimum of thirty (30) calendar days in advance. **A \$25.00 late fee may be assessed if reservations/information is not completed thirty (30) calendar days in advance.**

4) INSURANCE REQUIREMENTS

Insurance Requirement is a minimum \$1,000,000 general liability insurance covering personal injury and property damage together with an **Additionally Endorsed Insured** showing that the **City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers** are names as "added insured" to the liability policy. Renter is responsible for providing the City with a copy of the policy stating the date, time and coverage. You may use either of the two businesses below or look up any others that provide the necessary insurance.

HUB International: www.eventinsure.com

Diversified Risk Solutions: <http://www.divrisk.com/>

5) SECURITY REQUIREMENTS

A list of approved security companies will be provided. Security is required for any event where alcohol is being served or where more than 50 people will attend the event. See the chart on Page 1 for the number of guards required by facility.

Security must be in attendance from the time guests are expected to arrive through the close of the rental time. Security guards must be from the city-approved list and have a current business license with the City of Turlock. Upon receiving your security contract, we will check to see if the company on your contract is current. If the company is not current it will be declined. Any deviation from this must be approved by the Chief of Police and a minimum of ten (10) days required for this approval process.

6) DEPOSIT

There is a damage deposit required on all rentals of facilities in case of breakage, loss, or other required attention. Renters are required to sign a building maintenance checklist that indicates the condition of the building as it is accepted by the renter. This checklist will be co-signed by a representative of the City of Turlock. The damage deposit is refundable, less the facility supervisor fee and/or damage, and will be refunded approximately thirty calendar days after the event date.

The deposit must be paid at the time of reservation (Credit Card/Checks must be in the name of the Contract holder). The rental fee and security (when applicable) must be presented to the Parks, Recreation & Public Facilities Department office no later than thirty (30) calendar days prior to rental. Non-compliance may result in a **\$25.00** late fee. The deposit, if paid by check, will be returned by mail approximately thirty (30) working days after the event. If paid by credit card, the deposit will be credited approximately ten (10) working days after the event. No checks accepted for the deposit if less than 30 days prior to the rental date.

7) EARLY ENTRY (WEEKEND RENTALS ONLY)

Individuals who wish to enter the facility before their rental time begins will be charged an additional early rental fee of \$150. Early entry can be for no sooner than the evening prior to your scheduled event, starting at 6:00pm (pending availability). The early entry is for set up only. If it is discovered that the renter is using the facility for anything other than set up, an amount equal to the rental fee will be deducted from the deposit.

8) ALCOHOL BEVERAGES SERVED

All alcohol must remain inside the facility and stopped being served by 11:30 P.M. All alcohol must be out of the facility no later than 12:00 A.M. (Midnight).

Alcohol is not allowed at an event being held for an individual under the legal drinking age of 21. If alcohol is present at such event, the event will be shut down and no fees will be refunded, including the deposit.

Alcoholic beverages for private consumption is allowed and the liability becomes the responsibility of the group and/or organization renting the facility. **Security is required and is based on the capacity of the rented facility.** See chart for number of guards required. No glass beer bottles allowed. Wine and champagne bottles may be placed on the tables; however, they need to be removed after the toast.

9) ALCOHOLIC BEVERAGES SOLD

You must obtain a letter of permission from the Turlock Police Department to present to ABC prior to applying for liquor permit. There is a two (2) week waiting period for the letter of permission. A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Parks, Recreation & Public Facilities Department and Turlock Police Department two (2) weeks prior to rental date. The liquor permit must be displayed in the building area where alcoholic beverages are to be sold.

10) DISHWASHER & REFRIGERATOR/FREEZER

The refrigerator/freezer may be used for cold storage. Please chill drinks prior to placing them in the refrigerator, placing warm drinks causes the temp in the refrigerator to overwork and sometimes shut down. The dishwasher may be used by the renter. City staff will go over operation of appliances.

11) THERMOSTAT CONTROL

The thermostat is set on a degree that is comfortable for each building. This control will not be changed for any event. Keeping the doors closed during your event will help keep the building at a comfortable temperature.

12) CANCELLATIONS

Must be made in person and by the customer signing on the contract.

If the activity is canceled with more than 30 calendar days prior to the event, a **\$40.00** cancellation fee will be deducted from the deposit. If the rental is canceled 30 calendar days, or less, prior to the event, 1/4th the amount of the rental fee will be retained plus the \$40 cancellation fee. The refundable fee or deposit will be credited back to the credit card originally paid or mailed by check if paid by check/money order, to the individual whose name and address appears on the application approximately 30 calendar days after notification of cancellation. All fees collected are processed through the Finance Office and refunds must be made through the Turlock City Council warrant procedure.

13) BUILDING RENTAL CONTRACT REVISION

Any revisions made to the contract, less than 14 calendar days prior to the event date, are subject to a **\$30.00** charge per revision.

14) DECORATION / GUIDELINES

- Parks, Recreation and Public Facilities Department must approve any and all alterations and/or decorations.
- Furniture or equipment will not be brought into the facility without written approval from the Parks, Recreation & Public Facilities Department.
- The use of tacks, pins, nails, or any type of tape is not permitted on the walls, ceiling, light fixtures, or chandeliers.
- Balloons must be kept on weights. If balloons are released and get caught in ceiling fans or rafters, cost of damages or time to remove will be taken from the deposit.
- Check with the staff when renting the facility for clarification or any possible concerns with decorations.

CONFETTI/GLITTER IS NOT ALLOWED IN THE FACILITY AT ANY TIME – NO EXCEPTIONS! VIOLATION OF THIS WILL RESULT IN A FORFEIT OF THE DEPOSIT.

15) TABLES, CHAIRS, AND OTHER EQUIPMENT

No property and equipment belonging to the City of Turlock will be removed. All tables and chairs are to have rubber caps on the feet. Any property or equipment left in the city building will incur a \$50.00 storage fee and will have to be picked up by the first business day following the rental. If the customer is renting their own tables and chairs from an outside vendor, they must ensure that the tables and chairs have rubber caps on the feet. This is to protect the floor from scratches and markings. If tables are not picked up at the end of the rental there will be a \$50 storage fee.

16) MAXIMUM CAPACITIES

Failure to comply with the law will result in closing down your activity and forfeiture of all fees, including the deposit. The Chief of Police, Parks, Recreation & Public Facilities Director, or their designated representatives will, at times, control the use of the City owned facility for the safety and welfare of the users and the general public. Any use that violates these conditions of rental may cause the rental use to be terminated with forfeiture of all fees.

17) SET UP/CLEANING RESPONSIBILITIES

Set up and clean up are the responsibility of the renter. Weekday hourly rentals will be given one hour prior to the rental for set up only. If it is found that this hour was used for more than set up, the deposit will be forfeited. Weekday hourly rentals will be given one hour after the rental to clean up. If it is found that this hour is used for more than clean up, the deposit will be forfeited. Weekend rentals (Saturday/Sunday) will have access to the facility by 6:00pm the Friday before. The time prior to the scheduled event can be used for set up only. If it is found that this time is used for more than set up, the deposit will be forfeited. Weekend rentals will need to ensure that the facility is cleaned by Sunday. The cleaning responsibilities are attached to this application.

If a service call is required to clean the facility drains resulting from the misuse of the appliances, the fee will be withheld from the deposit.

18) INSPECTION

The inspection will be done Monday morning following a weekend rental or the day after your hourly rental before any other activities take place. This will be done by an authorized City of Turlock employee. If found unsatisfactory and cleanup must be done by the Parks, Recreation & Public Facilities Department staff, the deposit will be withheld. If damage is found, the deposit will be withheld. If the damages exceed \$1000, then the renter will be billed and payment will be due within 14 calendar days of the rental date.

Security

PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

APPROVED SECURITY COMPANIES

The City of Turlock requires that all private security companies be licensed to do business in the City of Turlock to provide services in our facilities.

The applicant **MUST** provide a copy of the private security contract for their services, Turlock Municipal Code Section 10-1.07.1.

If alcohol is being sold, the applicant **MUST** provide a copy of the private security contract and a completed ABC application before the Turlock Police Services may issue a "No Objections" letter addressed to the Department of Alcohol Beverage Control. Once this letters is issued, the applicant must deliver the letter to ABC before a permit from ABC will be issued.

Security is required at all events with 50+ guests and must be present from the time the activity begins through the rental end time. (See the chart on page 1 for number of guards required). The guards must be from a security company on this city-approved list and have a current business license with the City of Turlock. At the time your security contract is provided to us, we will check to see if the company on your contract is current. If the company is not current it will be declined. Any deviation from this must be approved by the Chief of Police and a minimum of ten (10) days required for this approval process.

ACCOLADE SECURITY
209-250-1685

SINTEX SECURITY SERVICES INC
209-543-9044

BRAVO CO SECURITY
209-585-9377

STEVENS PROTECTION SERVICES
209-678-5103

CRIMETEK SECURITY
209-668-6208

TOTAL PROTECTION GROUP
800-219-2000

LIBERTY PRIVATE SECURITY
209-648-0497

UNITED FRONT SECURITY AND PATROL
209-585-9377

OMEGA FORCE PRIVATE SECURITY
209-526-2025

ONTEL SECURITY SERVICES
209-512-0200

RANK INVESTIGATION AND PROTECTION, INC.
209-526-2025



**CITY OF TURLOCK
PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
Facility Use Permit**

Facility _____ Today's Date _____

Group or Organization _____ Non-Profit Tax # _____
(please include your 501(c)(3) paperwork to qualify)

Person Responsible _____ CDL# _____ B-Date _____

Address _____ City / Zip _____

Email Address _____

Day Phone _____ Home _____ Cell Phone _____

Additional Contacts _____ Phone _____ Cell _____

Date Requested _____ Type of Activity _____

Facility Rental Time From _____ To _____ Guest Time From _____ To _____
(Entry time) (Closing time) (Arrival) (Departure)
(No later than 11:30pm)

(For office Use only) Security Required at this event from _____ to _____.

Estimated Attendance _____ (Security Guards Required for all events serving alcohol and/or having attendance in excess of 50 people)

Alcohol Served Yes { } No { } **(No sale of alcohol without license from Alcoholic Beverage Control Board)**

List of outside vendors: _____

Office Use Only

Fees

Rent	\$ _____
Deposit	\$ _____
Liability Insurance	\$ _____
Total Due	\$ _____
Amount Paid	\$ _____
Balance Due	\$ _____

All remaining fees and required security contract(s) due to the City on or before: _____

Hours Alcohol will be served: _____ to _____ Staff Initials: _____

I, the undersigned applicant, do hereby agree to pay in advance the costs indicated above as an expressed condition to use the facility. I do further hereby agree to be personally responsible and liable for any and all damages or losses which are caused to the City of Turlock as a result of the use of this facility by the group for which I am the applicant. I also understand that in accordance with the law, no alcohol will be taken off the premises nor served to a minor, under the age of 21. It is understood that any false or misleading information given herein, (as well as failure to adhere to any rules and regulations governing facility use) is cause for immediate cancellation of this permit and/or forfeiture of any fees paid.

Initial here if you have received the Rules and Regulations for Facility Use. _____

Signature of Applicant _____ Date _____
Printed Name _____

DISCLAIMER

PLEASE NOTE: IF THERE ARE ANY MAJOR PROBLEMS DURING YOUR RENTAL PLEASE CALL THE ON CALL STAFF AT 614-4880.
IF ENFORCEMENT IS NEEDED, CALL TURLOCK POLICE DEPARTMENT AT 668-1200.

- Damage, loss charge or other incurred charges shall be deducted from deposit.
- Renter must provide a \$1,000,000 general liability insurance covering personal injury and property damage together with an Additionally Endorsed Insured showing that the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers are named as "additional insured" to the liability policy. Renter may purchase insurance through the City of Turlock at an additional cost.
- Deposit, after appropriate deduction, if applicable, will be returned approximately 30 calendar days following your event if paid with check, or approximately 10 calendar days if paid with card.
- Any revisions made to the contract, less than 14 calendar days prior to the event date, are subject to a \$30.00 charge.
- There will be a \$40.00 fee charged for cancellation of any Building Rental. Cancellations made less than 30 calendar days prior to the event may be charged 1/4 of the Facility Fee plus the \$40 cancellation fee.
- Failure to attend your set up appointment without prior cancellation will result in a \$25 fee taken from your damage deposit.
- No property and equipment belonging to the City of Turlock will be removed. The renter will be assessed a one (1) hour minimum charge of \$15.00 for item(s) removed from the rented facility. Any property or equipment left in the City building will incur a \$50.00 storage fee and will have to be picked up by the first business day following the rental.
- Security must be in attendance at all rentals where 50+ guests will attend or any number of guests if alcohol is being served/sold. Security must be hired from the list provided with the Building Rental Form and have a current City of Turlock business license. If not current at the time your security contract is provided we will deny use of that company.
- All alcohol must stop being served by 11:30 pm and out of the building by 12:00 am. No glass bottle containers allowed. If champagne/wine is being served, bottle must be removed from the table after the toast.
- No use of tobacco or drugs is allowed in City of Turlock Facilities.
- Decoration guidelines must be followed. See Building reservation packet supplied at time of reservation.
- No Bounce Houses are allowed at any Building Facility Rental.
- When renting one of the City Facilities, all fees must be paid by the renter whose name is on the agreement. Payment options are Visa/MasterCard, check or money order. Payments for deposits, facility fees or liability fees are not accepted from any other person and the damage deposit will only be refunded to the renter.
- ALL CHARGES, RULES, AND REGULATIONS ARE SUBJECT TO CHANGE

I acknowledge that I have received and understand the Rules & Regulations in the Building Rental Form given at the time of rental.

Initials _____

COVID-19 Protocols and any other Public Health Guidance

Under requirements issued by the State of California, you must abide by the current COVID -19 Guidance set forth by the California Department of Public Health (CDPH) as it relates to your non-city sponsored special event. Please review such guidance and implement it and also review and implement any other Public Health Guidance in effect when your event occurs.

Indemnification

Renter shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of, resulting from or in any manner related to the use of the facility rented; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require the Renter to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the City.

I hereby acknowledge that I have read and understand and agree to all of the herinabove reflected notice and hold harmless and assumption of responsibility clauses. I further acknowledge that if alcoholic beverages are banned by amendment of the Turlock Municipal Code by the time of this event, then I accept that I and my guests are subject to such ban.

Signature of Applicant _____
Printed Name _____

Date _____

Clean Up Responsibilities

Check list for the renter:

1. Floors are to be mopped with a damp mop using hot water only.
2. Walls, sinks, stove, dishwasher and all appliances need to be left clean. Wipe down stainless steel with provided cleaner.
3. Refrigerators and freezer need to be cleaned and wiped down. Wipe down stainless steel with provided cleaner.
4. All trash needs to be removed from the building and placed in trash bin outside of building. Place new linings in all emptied trash cans.
5. Bathrooms are to be cleaned.
6. Tables and chairs shall be cleaned and returned to the storage room stacked properly.
7. Cleaning supplies along with extra trash liners will be stored in the maintenance closet.
8. The PA system must be turned off and microphone returned to PA microphone box.
9. The screen must be secured back in to the rolled-up position.
10. Lights are to be turned off as you leave the facility.
11. All doors locked and secured when exiting the building.