



**PUBLIC WORKS DEPARTMENT
RECREATION DIVISION**

144 S. Broadway
Turlock, CA 95380
Phone: (209) 668-5594
Email: recreation@turlock.ca.us

FACILITY RENTAL AGREEMENT

- 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)

Renter is responsible for set up and clean up for the event. The facility is available 7:00 am – 12:00 am. Friday early entry at 6:00 pm subject to availability. Rental 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.

FACILITY	CAPACITY	CLASS A (RES/NON-RES)	CLASS B (NON-PROFIT)	DEPOSIT	EARLY ENTRY	SECURITY GUARDS REQUIRED
Senior Center (1191 Cahill St.)	192 Total	\$800.00	\$630.00	\$1000.00	\$105.00	2
Rube Boesch (275 N. Orange)	50 Total	\$375.00	\$275.00	\$500.00	\$75.00	1

Hourly Rentals
(Monday-Friday)

Minimum Rental: 2 hours

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 and will be given one hour after the rental, for clean up only. 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.

FACILITY	CAPACITY	CLASS A (RES/NON-RES)	CLASS B (NON-PROFIT)	DEPOSIT	SECURITY GUARDS REQUIRED
Senior Center (1191 Cahill St.)	192 Total	\$100.00	\$75.00	\$500.00	2
Rube Boesch (275 N. Orange)	50 Total	\$50.00	\$40.00	\$250.00	1

**PUBLIC WORKS DEPARTMENT
RECREATION DIVISION
FACILITY RENTAL RULES & REGULATIONS**

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 Public Works Director, or his/her designee. Inquiries for appeals may be made to the Public Works Director, or his/her designee.

1) APPLICANTS WILL BE REQUIRED TO ESTABLISH THAT

Applicant is 21 years of age or older. A photo I.D. with the applicant’s address and birth date must be submitted at the time of reservation. If applicant is an approved non-profit, or authorized to be the contract holder per direction of the non-profit, applicant 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) 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.

3) INSURANCE REQUIREMENTS

Insurance requirement is a minimum \$1,000,000.00 general liability insurance covering personal injury and property damage together with an **Additionally Insured Endorsement** 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/>

4) SECURITY REQUIREMENTS

Security is required for any event where alcohol is being served/sold or more than 50 people will be present.

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.

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

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 letter is issued, the applicant must deliver the letter to ABC before a permit from ABC will be issued.

APPROVED SECURITY COMPANIES

ACCOLADE SECURITY 209-250-1685	OMEGA FORCE PRIVATE SECURITY 209-526-2025	STEVENS PROTECTION SERVICES 209-678-5103
BRAVO CO SECURITY 209-585-9377	ONTEL SECURITY SERVICES 209-512-0200	TOTAL PROTECTION GROUP 800-219-2000
CRIMETEK SECURITY 209-668-6208	RANK INVESTIGATION & PROTECTION, INC. 209-526-2025	UNITED FRONT SECURITY & PATROL 209-585-9377
LIBERTY PRIVATE SECURITY 209-648-0497	SINTEX SECURITY SERVICES INC. 209-543-9044	

5) DEPOSIT

There is a refundable 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 during the facility walk-through.

The deposit must be paid at the time of reservation using a credit card or check in the name of the renter.

The rental fees, certificate of liability and security (*when applicable*) must be presented to the Public Works 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.

The deposit, if paid by credit card, will be credited approximately ten (10) working days after the event.

No checks are accepted for the deposit if less than thirty (30) days prior to the rental date.

6) EARLY ENTRY (*WEEKEND RENTALS ONLY*)

Individuals who wish to enter the facility before their rental time begins will be charged the additional early rental fee. Early entry can be for no sooner than the evening prior to your scheduled event, starting at 6:00 pm (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.

7) 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 are allowed and the liability becomes the responsibility of the group and/or organization renting the facility. No glass beer bottles allowed. Wine and champagne bottles may be placed on the tables; however, they need to be removed after the toast.

8) 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 Public Works 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.

9) 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.

10) 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.

11) CANCELLATIONS

Must be made in person and signed by contract holder.

If the activity is canceled with more than thirty (30) calendar days prior to the event, a **\$40.00** cancellation fee will be deducted from the deposit. If the rental is canceled thirty (30) calendar days, or less, prior to the event, 1/4th the amount of the rental fee will be retained plus the \$40.00 cancellation fee.

The refundable fee or full deposit will be credited back to the original payment method or mailed by check, if paid by check/money order, to the individual whose name and address appears on the application approximately thirty (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.

12) BUILDING RENTAL CONTRACT REVISION

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

13) DECORATION / GUIDELINES

- Public Works 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 Public Works 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 them will be deducted 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.

14) 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 \$50.00 storage fee.

15) 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, Public Works 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.

16) SET UP/CLEANING RESPONSIBILITIES

Set up and clean up are the responsibility of the renter. The cleaning responsibilities are attached to this application.

Weekday hourly rentals will be given one hour prior to and one hour after the rental for set up and clean up only. If it is found that this hour was used for more than set up or clean up, the deposit will be forfeited. Weekend rentals will have access to the facility by 7:00am the morning of the rental. 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.

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.

17) 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 clean up must be done by City staff, the deposit will be withheld. If damage is found, the deposit will be withheld. If the damages exceed the deposit, then the renter will be billed and payment will be due within 14 calendar days of the rental date.

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.

Clean Up Responsibilities

Check list for the renter:

1. Floors are to be mopped with a damp mop using hot water only. Mop the entire facility.
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 emptied, cleaned and wiped down. Wipe down stainless steel with provided cleaner.
4. Remove all trash (kitchen, main hall, bathrooms, etc.) from the building and placed in the dumpster outside of building. Place new linings in all emptied trash cans.
5. Clean bathrooms with provided cleaner.
6. Clean tables and chairs. Return to the storage room stacked properly (stack chairs 7 high).
7. Cleaning supplies and extra trash liners will be stored under the sink in the kitchen.
8. The PA system must be turned off and microphone returned to PA microphone box.
9. The screen must be secured back into the rolled-up position.
10. When exiting the building, turn off all the lights and ensure doors are locked and secured.
11. The AC is set to 72 degrees. Setting the AC to a lower temperature increases the chances of freezing the unit and losing AC for your rental. Do not set to lower than 72 degrees. When leaving the facility, set the temperature up to 78 degrees.
12. If you run into a major maintenance related issue such as a water leak, electricity went out, etc., please call the On-Call Staff at 209-614-4880



Facility Use Permit Application

Facility _____ Today's Date _____

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

Person Responsible _____ Cell Phone _____

CA Driver License# _____ DOB _____

Address _____ City _____ Zip _____

Email Address _____

Additional Contact _____ Cell Phone _____

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)

Estimated Attendance _____

Alcohol Served Yes { } No { }

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

Band/DJ Yes { } No { }

List of outside vendors: _____

I, the undersigned applicant, do hereby agree to pay in advance the costs indicated below 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.

Signature of Applicant _____ Date _____

Printed Name _____

OFFICE USE ONLY

Staff Initials: _____

Rent \$ _____
Deposit \$ _____
Early Entry \$ _____
Other Fees \$ _____
Total Due \$ _____

All remaining fees, required Security contract(s), and Certificate of Liability are due to the City on or before: _____

DISCLAIMER

IF MAINTENANCE-RELATED ASSISTANCE IS NEEDED, CONTACT THE ON CALL PERSONNEL AT 209-614-4880.

IF ENFORCEMENT IS NEEDED, CONTACT TURLOCK POLICE DEPARTMENT AT 209-668-1200.

- Renter must provide a \$1,000,000.00 general liability insurance covering personal injury and property damage together with an Additionally Insured Endorsement 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.
- Damage, loss or other incurred charges shall be deducted from deposit.
- Deposit, after appropriate deductions, if applicable, will be returned to the contract holder approximately thirty (30) calendar days following your event if paid with check, or approximately ten (10) calendar days if paid with credit card.
- Any revisions made to the contract, less than fourteen (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 thirty (30) calendar days prior to the event may be charged 1/4 of the Facility Fee plus the \$40.00 cancellation fee.
- Failure to attend your walk-through appointment without prior consultation will result in a \$25.00 fee taken from your damage deposit.
- No property or equipment belonging to the City of Turlock will be removed from the facility.
- Personal equipment or property left in the facility will incur a \$50.00 storage fee and must be picked up by the first business day following the rental.
- Security must attend all rentals where 50+ guests will attend or if alcohol is being served/sold. Security must be hired from the list provided in the facility rental agreement and the company must have a current City of Turlock business license. If not, current use of that company will be denied.
- 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 Facility Rental Agreement 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 include Visa/MasterCard, check or money order. Payments will not be accepted from anyone except the renter/contract holder.
- Set up and clean up are the responsibility of the renter. If service by City Staff is required during inspection, the appropriate fees will be deducted from the deposit, and the renter will receive a notice by mail.
- ALL CHARGES, RULES, AND REGULATIONS ARE SUBJECT TO CHANGE.

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 hereinabove 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 _____

Date _____

Printed Name _____