



4381 Broadway Street, American Canyon CA 94503  
(707)648-7275 / cityofamericancanyon.org

## FACILITY RENTAL APPLICATION

*(APPLICANT MUST BE 18+ YEARS. Please complete the application in its entirety or the permit process may be delayed)*

Facility Location / Room: \_\_\_\_\_

Rental Date(s): \_\_\_\_\_ Day(s) of the Week: \_\_\_\_\_

Rental Time: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm Event Time: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm Total Hours: \_\_\_\_\_

\*Rental hours must include all-time needed for decorating, setup, event time, and cleanup.

Type of Event: \_\_\_\_\_

Total Expected Attendance: \_\_\_\_\_ Nonprofit Tax ID: \_\_\_\_\_

Applicant Name: (main contact for rental): \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

- |                                    |                |  |                |
|------------------------------------|----------------|--|----------------|
| 1. Will alcohol be served?         | Yes ___ No ___ | 7. Will music be played?                                     | Yes ___ No ___ |
| 2. Will alcohol be sold?           | Yes ___ No ___ | 8. If you answered yes to #7, what kind of music will        |                |
| 3. Will there be an admission fee? | Yes ___ No ___ | Played (circle all that apply): DJ / Band / Acoustic / Phone |                |
| 4. Will food be sold?              | Yes ___ No ___ | 9. Will you have a bounce house or jumper?                   | Yes ___ No ___ |
| 5. Will food be served?            | Yes ___ No ___ |  |                |

Type of Cooking Method: \_\_\_\_\_

### AGREEMENT AND RELEASE OF LIABILITY

I certify that I, the Applicant reserving with the City of American Canyon (City), am at least 18 years of age. The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct and that the undersigned has read and understood the Facility Rental Rules and Regulations as set forth by the City pertaining to the use of City facilities. I understand that I or an appointed representative must be present at the beginning of the rental time and must be present at the end of the rental time for inspection. I agree to do a full facility evaluation walk-through with City staff of all areas listed on the evaluation form prior to

and after the event to review any current or new damages to the facility which may have occurred during my rental. I understand that failure to comply with the Facility Rental Rules and Regulations may lead to losing portions and/or all of my rental deposit and fees, which in some cases may exceed the rental deposit amount. I further understand that if I delegate my applicant responsibilities to other members or service agencies for which I have contracted, I still have the ultimate responsibility of the facility during my rental.

It is further agreed that the Applicant shall indemnify, defend, and hold harmless the City its officers, employees, and agents from any and all losses, costs, expenses, claims, litigation, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Applicant's use or occupancy of a facility or property controlled by the City, unless solely caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents.

Force Majeure: Notwithstanding anything to the contrary contained in this agreement, the City shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemics, epidemic, civil disturbance, acts of terrorism, regulation of public authority, inclement weather, the loss or unavailability of electrical power such as in a Public Safety Power Shutoff event, and other causes beyond their control. The undersigned waives any right of recovery against the City, including waiver of incidental and/or consequential damages, and the undersigned shall not charge or seek recovery for damages resulting from "acts of God" or Force Majeure Events from or against the City, its officers, employees, or agents.

Applicant Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## FACILITY RENTAL RULES AND REGULATIONS

By signing the Facility Rental Application, you are signing that you have read and understand all information contained herein, which constitutes a contract between you and the City of American Canyon (City). The following rental policies outline the conditions for use of the City facilities. All City facilities are governed by these general rules, in addition to specific conditions for each facility.

1. **Rental Application and Requirements** – Facility rentals are accepted on a first-come, first-serve basis and will only be accepted with a completed Rental Application and refundable deposit fee. American Canyon residents may reserve facilities up to one (1) year in advance of their rental date; nonresidents may reserve up to six (6) months in advance of their rental date. Applicants must be at least 18 years of age. American Canyon residents must provide valid proof of residency (i.e., California I.D. or utility bill in Applicant's name) to qualify for the resident rate. All other facility rental forms (including insurance and ABC license), and fees are due and to be paid in full thirty (30) days prior to the facility rental date. Applicants who fail to meet these requirements may result in their facility rental being canceled and a refund may not be issued, including withholding the refundable deposit. Facility rentals are not permitted to go beyond 10:00 p.m. daily; Applicants are required to clean up and vacate the facility by 10:00 p.m.
2. **Rental Contact Requirements** - All contact regarding the rental fees, insurance, and on-site coordination will only be arranged with the original Applicant. If the original Applicant is unavailable for the facility rental coordination on the day of the facility rental, the Applicant must designate an alternate person to assume this responsibility in advance of the facility rental and inform the City in writing. Applicants will be required to meet with City staff thirty (30) days prior to the facility rental date to review the facility layout, review rules and regulations, and submit required signed documents.
3. **Nonprofit Groups** – Nonprofit organizations are required to provide evidence of their approved State of California nonprofit 501(c)(3) status to qualify for the nonprofit facility rental rate.
4. **Refundable Deposit** – The Refundable Deposit is due at the time of submitting the Facility Rental Application to secure a facility rental with the City of American Canyon. The Refundable Deposit is intended to be refunded back to the Applicant two (2) weeks after the facility rental has concluded. The City may withhold all or portions of the Refundable Deposit if the Applicant fails to abide by the Facility Rental Rules and Regulations pertaining to the facility rental, including but not limited to facility and equipment damage, failure to meet the cleaning requirements, and/or cancel the facility rental prior to the rental date.
5. **Facility Rental Fees** – Facility rental fees are fixed hourly rental fees that are set by the City of American Canyon. Facility rentals are booked in full-hour increments and must include setup, event time, and cleanup; there is a 3-hour minimum on all facility rentals with the City. Facility rental fees will be required to be paid in full thirty (30) days prior to the rental date; failure to pay the facility rental fees as outlined within these rules and regulations may result in the facility rental being canceled, and the refundable deposit, including any fees paid, may be forfeited by the Applicant and retained by the City.
6. **Facility Rental Cancellations** - If the original Applicant cancels a rental seven (7) business days after booking and securing the rental date, the entire deposit will be forfeited. The following schedule will be used to determine the City cancellation process for facility rental refunds:
  - **7 Business Days After Securing the Facility Rental:** The refundable deposit will be forfeited and retained by the City.
  - **From Date of Booking to Thirty-One (31) Days Prior to the Rental Date:** The refundable deposit will be forfeited, and 50% of any rental fees paid to the City will be withheld from the refund.

- **Thirty (30) Days or Less Prior to the Rental Date:** All paid rental fees to the City, including the refundable deposit will be withheld.

City facilities may be closed at any time, with or without notice, this includes closures due to inclement weather. City staff will make every effort to contact the Applicant ahead of time of any facility closures that may affect the rental date. If a closure occurs and a facility rental is canceled on behalf of the City, a refund credit will be applied to the Applicant's household. This credit may be used for any Parks and Recreation program, service, or rental in the future.

- 7. Permit Changes** – All facility rental changes must be made in writing to City staff. Changes made less than thirty (30) days prior to the rental date and result in additional fees will be required to be paid in full by the Applicant at the time of making the change. If the Applicant fails to make this payment, the changes will not be granted, and the rental will not be altered. All facility rental fees are due and are to be paid in full thirty (30) days prior to the facility rental date. Failure to pay the rental balance in full thirty (30) days prior to the rental date may result in the facility rental being canceled, and a refund may not be issued, including withholding the refundable deposit. It is the Applicant's responsibility to check and verify their facility rental permit to ensure that all facility rental details are accurate and correct. Corrections must be addressed with City staff in writing prior to the rental date to ensure the permit reflects the facility rental. Changes made on the day of the rental will need to be addressed with City staff on duty and will be documented on a facility rental sheet; the Applicant will be required to sign off on these additional changes. These changes will be reviewed by City staff on the following Monday, and the Applicant will be assessed the appropriate rental fees to reflect the changes to the facility rental. These fees may be deducted from the refundable deposit, and/or the Applicant may be billed separately if the deposit is not sufficient to cover the balance.
- 8. Facility Rental Onsite Appointments** – Facility Rentals receive one (1) thirty (30) minute onsite appointment walkthrough at the rented facility location. Applicants are required to schedule their one (1) time courtesy appointment with City staff; appointments are scheduled on a first-come, first-serve basis. City staff will open the facility at the specified time per the agreed-upon scheduled appointment. Appointments start at the designated scheduled start time and will end at the designated end time; appointments will not be rescheduled on the day of the appointment due to late arrivals by the Applicant, vendor, and/or family. Applicants are responsible for rescheduling and/or canceling their own appointments by contacting City staff 48 hours prior to their scheduled appointment. Appointments that exceed thirty (30) minutes will be subjected to an additional appointment charge of \$50 for every thirty (30) minutes; a minimum of thirty (30) minutes will be charged. Applicants are encouraged to ensure that vendors and/or family members attend this scheduled appointment. Applicants will be charged \$50 for any additional thirty (30) minute appointments after the first courteously rental appointment.
- 9. City staff on duty during rental-** City staff will be on duty during all approved use of City facilities. City staff is not available for loading/unloading supplies, waiting tables, serving, moving rented furniture or equipment, and/or assisting with the Applicant's portion of the cleanup.
- 10. Adhering to the time schedule on the application** - The time stated on the application form for the rental will be strictly enforced. If the applicant does not use full time as stated on their application, there will be no refunds given or funds transferred. The rental period must include all-time necessary for setup and cleanup for the rental, and time must be consecutive. All facility usage is based upon space availability and is limited to specific rental periods. City staff will set up tables and chairs unless other arrangements have been approved by the City. The City must receive a written floor plan a minimum of thirty (30) days prior to the rental date. Otherwise, a standard room setup will be provided. The facility will not be open prior to the stated rental time for any renter, caterers, bands, decorators, etc. participating in a rental activity, nor can items be stored overnight in a City facility prior to or after any rental activity.

- 11. Cleaning requirements** – City staff are responsible for the setup and takedown of City tables, chairs, and equipment. Applicants will be responsible for the removal and/or disposal of food, beverages, paper goods, decorations, signage, equipment, furniture, and personal items once the rental has concluded. The City will not authorize the overnight storage of any personal items or equipment or be responsible for any items left behind. All rental trash is to be properly bagged and placed in the designated trash receptacles. Applicants will be required to notify City staff immediately of any large spills within the facility(ies) that are rented per this agreement. Applicants are responsible for ensuring that DJs, caterers, decorators, etc. adhere to the City's cleaning requirements and exit the facility by the rental end time. Failure to adhere to the City cleaning requirements could result in the forfeit of the entire facility rental deposit, and /or the Applicant may be billed separately if the deposit is not sufficient to cover the additional balance.
- 12. Condition of the facility** – The Applicant acknowledges that the facility will be made available in an as-is condition and the City undertakes no obligation to make improvements or changes to their existing conditions. City staff will check the condition of the facility with the Applicant before the start of the rental and prior to their departure to determine if additional damage, cleaning, or overtime use has occurred. City staff will document any issues during the total length of the rental including but not limited to setup, event time, and cleanup. This on-site evaluation is only one means of evaluating the return of the rental deposit; however, additional charges may be imposed for damages or cleanup not identified on the evaluation form if additional items are identified after the Applicant has left the facility. It is the responsibility of City staff to enforce facility use regulations and prevent abuse of any facility or facility use privileges, including but not limited to, requesting police department assistance to stop the service of alcoholic beverages, remove disruptive individuals, and/or to clear the facility and cancel the rental. In the case of such cancellation of a facility rental, no rental fees will be refunded or transferred. City staff will process the deposit refund request upon review of evaluations the week following the rental. Refundable deposits are refunded back to the Applicant forty-eight business hours after the conclusion of the facility rental; the deposit will be returned to the Applicant in the same form as the original payment unless approved by City staff.
- 13. Liability** - The Applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of City facilities. The Applicant is responsible for knowing and understanding all rules and regulations governing City facilities. The Applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility and that everyone conducts himself or herself in an orderly manner. Minors must be supervised at all times during the facility rental, this includes setup and cleanup. The City will not be held responsible for unsupervised minors. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occurs at any rental activity, the rental may be shut down, a refund may not be issued including withholding the refundable deposit, and further use of City facilities by the Applicant or group may be denied.
- 14. Compliance with all applicable law, rules, and regulations** – The Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The Applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all Applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. The City reserves the right to immediately revoke an applicant's right to use the facility under this agreement should the Applicant fail to comply with any provisions of this section.
- 15. Group Picnic Rental and Photography Permits:** *(Only applicable to these types of rentals)*

  - a. **Inclement Weather:** The Applicant will be required to contact the Parks and Recreation Department to cancel and reschedule their rental. Applicants may receive a refund or a credit on their household if a rental is canceled due to inclement weather.

- b. **Jumpers and Bounce Houses:** Applicants are required to go through the City's preferred vendor list for jumpers and bounce houses. The City approved bounce house or jumper vendors have been vetted by City staff and meet the City insurance requirements. Separate rental fees may apply to the vendor at the time of making the rental.

**16. For Pool Rentals:** *(Only applicable to these types of rentals)*

- a. The Applicant and their guests are required to always wear proper swimming attire while swimming in a City aquatic facility.
- b. Swimming will not be permitted unless there is a designated City Lifeguard on duty. The Applicant and their guests will not be permitted into the facility prior to the start time stated on the facility rental permit and will be required to exit the facility per the end time stated on the permit. Additional facility rental use outside the permitted time will be billed to the Applicant and rounded up to the nearest hour.
- c. Applicants and their guests who are experiencing a contagious or communicable disease shall not be permitted to utilize any City facility including, but not limited to entering the aquatics facility or water.

**17. Facility Restrooms & Keys** – Depending on the nature of the rental, Applicants may be required to have a portable restroom(s) for the day; the total number of required portable restrooms is determined by City staff and is based on the following criteria: type of rental, total rental hours, and total rental attendance. The City of American Canyon works directly with a varied vendor for this service – the City will secure the portable restrooms for the rental, and the Applicant will be charged for these services; the charges are at a direct cost to the Applicant. The portable restroom will be delivered prior to the facility rental date and City staff will lock and secure the portable restroom with a City portable restroom lock. The Applicant will be given the code to access the portable restroom for their rental. Once the rental has concluded, the Applicant will be required to return the lock to the City of American Canyon Parks and Recreation Department at City Hall the following business day.

For facility rentals that include a facility key – Applicants will be required to pick up the City key the Friday prior to the facility rental date during business hours at the City of American Canyon's Parks and Recreation Department at City Hall. During the rental, the Applicant will be given access to the rental facility with the key; once the rental concludes – the Applicant will be required to lock and secure the facility. The Applicant will be required to return the key to the same location as pick up the following business day.

For rentals that include a portable restroom or facility key, the Applicant will be charged an additional \$50.00 Refundable Deposit – this deposit is refundable if the Applicant returns the portable restroom lock/facility key the following City of American Canyon business Day (Monday-Friday) during office hours. Failure to return the City's portable restroom lock and/or facility key will result in the refundable deposit being forfeited by the Applicant.

**18. Insurance Requirements** – Depending on the nature of the event, and for rentals with forty (40) or more guests, or serving alcoholic beverages, Applicants may be required to purchase facility rental insurance through the City's carrier. City insurance premium rates are based on market-rate; these rates may fluctuate due to the type of rental, type of activity, total number of guests, and total number of days.

The Applicant shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include

contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

- a. Such insurance shall name the City, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The Applicant shall file certificates of such insurance with the City, which shall be endorsed to provide thirty (30) days' notices to the City of cancellation or any change of coverage limits. If a copy of the insurance certificate is not on file prior to the event, the City may deny access to the facility, the facility rental may be canceled, and a refund may not be issued.
- b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.
- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Applicant maintains higher limits than the mins shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Applicants reserving dates for the next calendar year may be subjected to increased insurance premiums if premiums are raised through our carrier. Applicants are responsible for any additional fee increases.

- 19. Indemnification** – Applicant assumes complete financial responsibility for the event and any damages to persons or property arising out of or in connection with the event. Applicants shall indemnify, defend, and hold harmless the City of American Canyon, its officers, employees, and agents from any and all losses, costs, expenses, claims, litigation, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Applicant's use or occupancy of a facility or property controlled by the City of American Canyon unless solely caused by the gross negligence or willful misconduct of City of American Canyon, its officers, employees, or agents.
- 20. Alcohol** - Alcoholic beverages may be consumed within a City facility with an approved Certificate of Insurance and Scheduled Endorsement including Liquor Liability. Alcoholic beverages may not be sold or consumed at any officially designated youth facility rental. The serving or selling of alcoholic beverages remains at the discretion of the City. In rentals where alcohol will be sold or consumed, the City requires the Applicant to purchase an additional permit from the Department of Alcoholic Beverage Control (ABC). A copy of the ABC-issued permit must be turned into the City thirty (30) days prior to the facility rental date and posted near the bar in a visible location during the entire facility rental. In addition, the City is not responsible for any such violations by the lessee of the ABC permit or the law with respect to alcohol. The lessee shall name the City as additionally insured under the lessee's Comprehensive General Liability insurance policy and Scheduled Endorsement. The City may limit the number of hours that alcoholic beverages can be served during the facility rental. The serving and selling of alcoholic beverages must end at least 30 minutes prior to the end of the event time. At any time during your facility rental, City staff has the authority to discontinue the consumption, sale, or serving of alcoholic beverages.

Alcohol consumption by a minor will not be tolerated. The Applicant understands that if alcohol is served to minors, City staff may cancel the facility rental and/or request assistance from the American Canyon Police Department. In such an event, the Applicant may be held responsible for the illegal distribution of alcohol, a refund may not be issued, including the forfeit of the refundable deposit.

- 21. Selling of food and beverages** – For facility rentals where food and beverages will be sold, the City may require the Applicant to purchase an additional temporary food permit from the Napa County Public Health Department. A copy of the issued temporary food permit must be submitted to the City thirty (30) days prior to the rental date.
  
- 22. Security Requirements** – The City reserves the right to require security for specific facility rentals. The security staff will take direction from City staff. Security officers are responsible for the safety and security of the facility, City staff, and facility rental participants. The following are basic guidelines for assigning security officers at facility rentals and are set at the discretion of City staff:
  - 0-100 in attendance Up to two (2) officers
  - 101-200 in attendance Two (2) officers
  - 201-300 in attendance Three (3) officers
  - 301-400 in attendance Four (4) officers
  - 401-500 in attendance Five (5) officers
  
- 23. General Safety Guidelines** – The Applicant is responsible for the conduct of their guest and the overall oversight of the facility rental. Facility rental guests are not permitted to be left unattended; minors 12 years and under, are required to be supervised by an adult chaperon throughout the duration of the facility rental. Children may not be left unsupervised at any time while utilizing a City facility. The Applicant and their guests will be required to follow reasonable verbal directions from City staff and posted facility rules and regulations. Failure to comply may result in the facility rental being canceled, a refund may not be issued, including the forfeit of the refundable deposit.
  
- 24. Smoking** - It shall be unlawful to smoke or in any other way engage in the use of tobacco or tobacco-like products of any kind or description and in any form, on any property owned and/or operated by the City, including any buildings, historic sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any City parklands, open spaces, sports fields, swimming pools, snack bars, parking lots, sidewalks, or trails, unless in a place designated and posted or temporarily permitted for such use. Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all City facilities.
  
- 25. Decorations and Setup** - Adhesives, nails, screws, pins, or staples on facility walls are prohibited. Taping of City facility chairs and/or tables is prohibited. City tables must be covered prior to rental usage. Decorative materials may not be attached to light fixtures and must be completely removed from the facility at the conclusion of the activity. Confetti, glitter, sequins, rice, birdseed, straight pins on carpet, and/or sparklers are prohibited in any City facility. Birthday candles, ceremonial flames and/or ceremony candles need prior approval from City staff. If balloons are utilized for decorations, they must be weighted down and not be released intentionally to float to the ceiling areas and/or released outside City facilities. All decorative materials must be fireproof and/or flame retardant. At no time shall exits or facility signage be obstructed by decorations or rental equipment.
  
- 26. Music/Audio** – Facility rentals will be required to restrict music and noise levels to not exceed 60 decibels. Amplified music will be restricted to the interior of the facility with noise exposure outside not to exceed 60 decibels at the facility boundary. At the discretion of City staff, outdoor music may be amplified.
  
- 27. Lighting** - Strobe, rotating, flashing, and/or up lights are permitted in City facilities. Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all City facilities. The rental facilities have



automatic smoke detectors, which are monitored by the American Canyon Fire District. Applicants in violation of this regulation will be financially responsible for all charges levied by the Fire District for a response call. Mist machines are prohibited due to their potential for damaging floor surfaces and creating a safety hazard for guests.

- 28. Drone Videography and Photography** – In order to protect the health and safety of our program participants, recreational drones, model airplanes, and any other unmanned aerial vehicles or systems are not permitted on any property owned and/or operated by the City, including any buildings, historical sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any City parklands, open spaces, sports fields, swimming pools, parking lots, sidewalks, or trails.
- 29. Holidays** – City facilities are closed on specific City holidays and will not be available for rent.
- 30. Additional Incident Fee** - Excessive cleaning performed by any City beyond the normal facility rental cleaning requirements or minor facility repairs following a rental activity will result in a minimum cleaning fee of \$100 per incident. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the Applicant.
- 31. Additional Staff Charges** –Applicants and vendors will be given 15 minutes after the specified end time listed on the permit to exit the facility. In the event the rental exceeds the permitted rental time, the applicant will be charged up to \$50 per additional hour; a minimum of one (1) hour will be charged. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the Applicant.
- 32. Violation of these policies** - A fee for liquidated damages of two times the amount of deposit, will be imposed for violation of any facility rental regulation or misrepresentation of material information in the rental application, including but not limited to, misrepresenting the type of activity or sponsoring organization, misrepresenting residency of the Applicant, exceeding the capacity of the facility, misrepresenting if alcohol will be served or sold, or misrepresenting the number or age group of participants/guests. This fee will be imposed regardless of actual damage to the facility or increased cost incurred by the City in supervising the activity and is in addition to any such costs, which will be withheld from the deposit amount.
- 33. Denial of Rental Application** – At any time, the City may deny the use or the rental of a City facility for any reason, including but not limited to rentals by individuals or organizations that have used City facilities in the past where problems have occurred, where facility rental application information was misrepresented or inaccurate, such use would jeopardize the health and safety of our City staff and/or guest and community members, etc.

**Applicant Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_