

**CITY OF PORTOLA
FACILITY USE
PERMIT APPLICATION**

The person signing this Application Permit and the organization on whose behalf the facility rental is being made (the "Renter") are responsible for compliance with this Permit. All Renters are required to read and sign the Permit Application as part of the rental. Please read the Facility Use Policy (attached) and Permit Application carefully, fill out the appropriate information, and sign the page at the end of this document. **Approval of the Permit Application does not guarantee exclusive use of the facility or the facility improvements or a guaranteed spot. The facility will remain open for use by the public.**

PROCEDURE FOR RESERVING THE FACILITY

1. Contact City Hall at 530-832-6803 (M-F, 9-5) or 35 Third Avenue, Portola, to verify if date is available. All reservations are on a first-come, first-served basis.
2. Obtain and complete Permit Application. **Review the Facility Use Policy carefully.**
3. Turn in at the Permit Application at Portola City Hall.
4. City Hall will contact applicant when reviewed and/or approved.
5. Pick up Park key at City Hall before the event.
6. Return key to City Hall the next business day.

1. FACILITY INFORMATION

Name of Facility _____

2. RENTER INFORMATION

Contact name: _____

Cell No.: _____ Home No.: _____

Organization: _____

Address: _____

3. EVENT INFORMATION

Description of event: _____

Date of event: _____ Estimated attendance: _____

Time event begins (incl. set up): _____ Time event ends (incl. clean up): _____

Admission fee charged? Yes No Will there be music? Yes No

Will food be served? Yes No Will alcohol be served? Yes No

Will food be sold? Yes No Will alcohol be sold? Yes No

**IMPORTANT – READ
BEFORE SIGNING**

I am the individual submitting this Permit Application or an authorized agent of the organization submitting this Permit Application. The information provided in this Permit is true and correct. I have read and understand the City of Portola's Facility Use Policy and this Permit Application and agree to all of the aforementioned rules, regulations, and conditions of use. I have read the Facility Use Policy and Facility Use Permit Application in its entirety and understand that non-compliance may result in the cancellation of this reservation.

Signature _____

Print name _____

Organization _____

Date _____

PLEASE NOTE: Approval of the Permit Application does not guarantee exclusive use of the facility or the facility improvements or a guaranteed spot. The facility will remain open for use by the public.

CITY USE ONLY

Env Health Permit Required

ABC License Required

Liability Insurance Required Date Received: _____

Bounce House Date Ins. Received: _____

Special Arrangements Required:

_____ Approved Disapproved

Date: _____

By: _____

Key Issued Key returned

**CITY OF PORTOLA
FACILITY USE POLICY**

Any gathering having sixty or more persons wishing to use or reserve any City owned or managed facility, or any group wishing to reserve any City owned or managed facility for a meeting, ceremony, celebration, picnic, or other organized activity must obtain a Facility Use Permit. If a gathering is expected to have over 200 people, a Festival Permit is required. **Approval of the Permit Application does not guarantee exclusive use of the facility or the facility improvements or a guaranteed spot. The facility will remain open for use by the public.**

RESERVATIONS

1. A facility is not considered rented until (1) Renter delivers to the City the Facility Use Permit Application ("Permit Application"), certificate of insurance if applicable, written evidence of permits and licenses, and any other items deemed necessary by the City; and (2) the City, in its sole discretion, approves such Permit Application in writing.
2. A person who is at least eighteen (18) years of age must sign the Permit Application. If alcohol is served, a person who is at least twenty-one (21) years of age must sign the Permit Application.
3. The facility can be reserved 30 days in advance of the event.
4. The facility shall be used only for the purpose stated in the Permit Application; no other use will be permitted.
5. Renter shall be responsible for picking up the keys to the facility, if any, from the City prior to the event. Renter shall return keys to the City by the following business day.
6. Under no circumstances shall Renter sublease or allow any other organization or individual to use the facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the City.
7. An approved reservation does not guarantee exclusive use of the facility or the facility improvements or a guaranteed spot. The facility will remain open for use by the public.

INDEMNIFICATION AND INSURANCE

1. The City may, at its discretion, require the Renter to obtain \$1,000,000 combined single limit General Liability Insurance, naming the City of Portola as additional insured.
2. Renter shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents.
3. If required, Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the City of Portola as additional insured prior to the rental date of the Facility. Renter shall file certificates of such insurance with the City, which shall be endorsed to provide thirty (30) days' notice to the City of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City may deny access to the Facility.

4. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City's facilities and adjoining property to the City Manager or his/her designee, in writing and as soon as practical.
5. Renter waives any right of recovery against the City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the City, its officers, employees, or agents.
6. Renter waives any right of recovery against the City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the City, its officers, employees, or agents seek recovery against Renter.
7. If a bounce house is available during the event, the bounce house vendor must have on file at the City of Portola, a Certificate of Insurance for \$1,000,000 General Liability naming the City of Portola as additional insured, along with the specific site address.

FACILITY

1. Renter shall be responsible for all cleanup of the facility, including adjacent grounds, at the end of the rental period. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
2. Renter shall not drive motorized vehicles on field or green space.
3. The City does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the facility for their use.
4. Renter shall secure the approval of the City before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City Manager or his/her designee.

MISCELLANEOUS

1. Vehicles are not permitted on park grass or fields.
2. Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility.
3. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
4. Pursuant to State Law, smoking is not permitted within 20 feet of the park structure, eating area, playground, Skate Park, or tennis courts. Failure to comply can result in the cancellation of the event.
5. Special arrangements with City staff may be needed for groups exceeding 100 people and may include additional restrooms, trash receptacles, etc.
6. Parking availability is not guaranteed and may be limited.
7. The City may refuse reservation or rental privileges to any individual, group, or organization, if their previous use history reflects failure to comply with the terms and conditions of their previous use, negligence or irresponsibility.
8. The City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.