

**CITY OF GUSTINE
RULES AND REGULATIONS
HENRY MILLER PARK (SHELTER/GAZEBO/LIBRARY) and HARRY
SCHMIDT PARK (SHELTER)**

The following Rules and Regulations were established by the City of Gustine to govern the use of the shelters at Henry Miller Park, Harry Schmidt Park, the Gazebo at Henry Miller Park and the room adjacent to the library, hereafter called "library". Areas of policy not covered by such rules and regulations shall be left up to the discretion of the City Administrative Staff. Appeals may be made to the City Administrative Staff.

1. RESERVATIONS:

All rental reservations must be made prior to the date requested and may be made eleven months in advance. The deposit is due and payable at the time of reservation. The rental fee is due the day of the event or last workday prior to event. No reservation(s) will be accepted via telephone. Reservations are made in person at:

Gustine City Hall
682 Third Avenue
Gustine, CA 95322
Tel: 209-854-6471

2. RENTAL APPLICATION:

This Rental Application constitutes a legal contract and shall be signed by a responsible individual 21 years of age or older who is the authorized representative of the group or organization renting the facility. The individual affixing his/her signature assumes the responsibility and liability for the group and/or organization he or she is representing. A valid State of California driver's license and telephone number(s) shall be required for proof of residency. Sub-leasing of the Community Center is prohibited.

3. MINIMUM INSURANCE REQUIREMENTS:

Commercial General Liability Insurance: \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage that is at least as broad as the unaltered Insurance Service Office (ISO) Form No. CG 00 01 This insurance shall be endorsed to include the City, its officials, officers, employees and

volunteers as additional insured and such insurance will be primary as respects the additional insureds and will not request contributions from coverage obtained by, or on behalf of, the additional insureds. Such insurance shall also be endorsed to provide notice of cancellation of coverage at least 30 days prior to such cancellation.

Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Permittee has no employees and provides, to City's satisfaction, a declaration stating this. Such insurance shall be endorsed to waive the right of subrogation against the City, its officials, officers, employees or volunteers.

Proof of this insurance, including the Liquor Liability insurance if required by Section 4, shall be provided to the City prior to picking up the keys, including copies of the endorsements specifically requested above. Homeowner's insurance is not a valid substitute for said requirements. Anybody without proper coverage must purchase insurance through the City of Gustine.

4. USE OF ALCOHOLIC BEVERAGES:

Alcoholic beverages for private consumption are allowed at all facilities except at the library and the liability becomes the responsibility of the group and/or organization renting the facility. Proof of Liquor Liability insurance with limits of at least \$1,000,000 shall be presented to the City prior to the consumption of alcoholic drinks. For the sale of alcoholic beverages, a valid liquor permit from the State of California Alcoholic Beverage Control Board in Stockton, California must be presented to City Hall prior to occupying the rented facility and displayed in the building area where the sale of alcohol is to be sold.

Any dance, concert or large gathering may require a dance permit issued by the Gustine Police Department. (Gustine Municipal Code Section 7-7-141) Additionally, security is required anytime alcoholic beverages are served. The number of police officers or

security guards required shall be at the discretion of the Gustine Police Department.

There is a 10:00 P.M. curfew on all alcoholic beverages. All alcoholic beverages must be removed from public view and not available for consumption either one hour prior to the end of the event or 10:00 P.M., whichever comes first.

5. DAMAGE/CLEANING DEPOSIT:

There is a Damage/Cleaning Deposit required on all rentals of facilities in case of breakage, loss, or other required attention. The Damage Deposit is totally refundable if the rented facility is left in proper condition. The Deposit is due at the time of reservation. The on-call caretaker shall determine the condition of the facility and report any infractions to City Hall administration. The on-call caretaker shall determine how much money (either in labor hours or actual costs) will be required to correct infractions.

6. RENTAL RATE CATEGORIES:

For the purpose of definition, Gustine Service Area is the Gustine Unified School District boundaries. The six (6) categories are:

- a. Gustine Service Club(s), Youth Organizations
- b. Organizations inside service area.
- c. Organizations outside service area.
- d. Public dances and/or Concerts
- e. City/School District sponsored activities
- f. Other (i.e. private parties, etc.)

7. CLEANING REQUIREMENTS, SET UP AND PROPER STACKING OF TABLES AND CHAIRS:

The City of Gustine does not perform custodial cleaning service. It is the sole responsibility of the renter(s) to leave the facility in a clean condition, including but not limited to washing down benches and tables, cleaning countertops, cleaning bathrooms, cleaning appliances, emptying garbage cans and clearing out all food.

If City staff is required to correct any infraction, a two (2) hour minimum fee of \$120 shall be assessed. Each additional hour shall be assessed at the time and a half rate of \$25.00 per hour per person. Renters failing to leave the facility or outside premise clean and requiring City staff to perform this service shall be suspended

from future use and must appeal to the City Administrative Staff for reinstatement.

8. DANCES AND/OR CONCERTS:

Any dance, concert or large gathering may require a dance permit issued by the Gustine Police Department. (Gustine Municipal Code Section 7-7-141) Additionally, security is required when music is provided. The number of police officers or security guards required shall be at the discretion of the Gustine Police Department.

9. CANCELLATIONS AND REFUNDS OF RENTAL FEE OR DEPOSITS:

If the activity is cancelled and fifteen (15) working days or more is given, a \$20.00 clerical fee shall be deducted from the deposit. If less than 15 days are given, the entire deposit is forfeited. Refundable deposits shall be mailed to the individual whose name appears on the application, and to the address given, unless written notice is made on the application. Notation date of return of the refundable deposit shall be indicated on the application form. Emergency cancellations are subject to review of City Staff.

10. DEFINITION OF A RENTAL DATE:

The rental date is considered to be 8:00 a.m. entry on the actual date of rental. Earlier entry is permissible if cleared with the City Administrative Staff. All activity including cleanup must end at 10:00 p.m. for the parks and 12:00 a.m. for the library.

11. KEY PICK-UP AND KEY DEPOSIT:

Unless otherwise advised, the key to the facility is to be picked up at City Hall, 682 Third Avenue, Gustine, California on the last working day prior to your rental date. The Office is open from 8:00 a.m. to 5:00 p.m. If a facilities walk through is desired, keys must be picked up by 3 p.m. The key is to be returned before 4:30 p.m. the first working day following the activity. Loss of a key or delay of two (2) working days or more in returning the key shall be charged a \$25.00 penalty and replacement fee.

12. DECORATIONS:

Any and all alterations to the interior or exterior of the facility in the form of decorations must be fire proof. Additional furniture or equipment shall not be brought into the facility without approval of the City Administrative Staff to insure exit doors and walkways are

not blocked for safety purposes. All decorations and maximum occupancy requirements shall be approved by the Gustine Fire Department. Decorations NOT allowed include confetti, glitter, and candles.

13. **TABLES, CHAIRS AND OTHER EQUIPMENT:**

No property and equipment belonging to the City of Gustine shall be removed from the premises by the individual(s), groups, or organizations renting the facility. The renter shall be assessed one (1) hour minimum charge of \$15.00 for retrieving item(s) removed from the rented building.

14. **BOUNCE HOUSES:**

All bounce house providers must have a valid City of Gustine Business License. No personal bounce houses are allowed.

15. **MAXIMUM CAPACITIES:**

Maximum capacities are set by State law and regulated by the Gustine Fire Department. Failure to comply with the law may result in closing down your activity. Maximum occupancy for the library is 40 people.

16. **ALL FEES, RULES, REGULATIONS, AND POLICY:**

All fees, rules, regulations, and policy are subject to change and such changes will be made by City Council resolution pursuant to the Municipal Code.

17. **HOLD HARMLESS/ASSUMPTION OF RESPONSIBILITY:**

Applicant hereby agrees to hold the City of Gustine, its governing body, the individual members thereof and all its employees free and harmless from any and all loss, damage, liability, claims, cost or expense that may arise during or result in any way from the use or occupancy of the property. Applicant hereby assumes all responsibility for any injuries, other disability or liability to himself or participants and guests arising, occurring or resulting from this use.

18. **BARBECUE PIT**

Wood burning is NOT permitted in the barbecue pits. Use charcoal only. The grill must be cleaned after use.

19. **LOCK-UP**

Before leaving the facilities, all lights must be turned off and all doors, including bathrooms, must be locked.

I, _____, have read and understand the City of
Gustine Rentals

Print Name
Rules and Regulations.
