

CITY OF MARINA RECREATION FACILITIES USE APPLICATION

V I N C E D I M A G G I O P A R K B U I L D I N G

Address: 3200 Del Monte Boulevard, Marina, Ca. 93933

Room Capacity: 75 people

DATE OF EVENT: _____ 20 _____ PROGRAM TIME: _____ to _____
(including set-up & cleaning time)

Name: _____

Address: _____

City: _____ Zip Code: _____

Phone Numbers: Cell _____ Email: _____

EVENT INFORMATION

1. Type of Event: _____

2. Estimated Attendance: Adults _____ Youth (17 & under) _____ Total Attendance _____

3. Event open to the public? Yes ____ No ____ 6. Will a caterer be used? Yes ____ No ____

4. Will a fee be charged? Yes ____ No ____ 7. Will alcohol be served? Yes ____ No ____

5. Meal/light snack served? Yes ____ No ____ 8. If yes, will it be sold? Yes ____ No ____

FOR DEPARTMENT USE ONLY

Event Permit	Building (hrs. X \$ rate)	
Approved / Denied	Damage Deposit	2 5 0 . 0 0
Copy Given to Police Department:	Sanitation Fee	1 5 0 . 0 0
Security Guards	Facility Maintenance Fee	1 1 5 . 0 0
Guards Needed: If yes how many	Kitchen Use Fee	4 0 . 0 0
Copy of Contract Received:	Admin. Rental Ser. Fee	7 5 . 0 0
Insurance Certificate	Event Permit	6 0 . 0 0
Date Received:	Liquor Permit	
Insurance Coverage:	Total	
Alcohol Insurance Purchased:	Deposit Paid	
	Balance Due	

Payment History			

SCHEDULE OF FEES

- A. Hourly Rental Fee
 - 1. Marina Resident - \$40.00 /hr
 - 2. Marina Resident, nonprofit - \$30.00 /hr
 - 3. City Sponsored - \$0
 - 4. Nonresident - \$45.00 /hr
 - 5. Nonresident, nonprofit - \$40.00 /hr
- B. Damage Deposit: \$250.00 (refundable if no damages)
- C. Facility Maintenance Fee: \$115.00
- D. Sanitation Fee: \$150.00
- E. Kitchen Fee: \$40.00 (flat fee)
- F. Event Permit: \$60.00 – Permit is a requirement for all types of events.
- G. Admin Rental Service Fee: \$75.00
- H. Alcoholic Beverage Permit Fee: \$450.00

AMENITIES AVAILABLE

- 15 Rectangular Tables (72 inches x 30 inches)
- 75 Folding Chairs
- Barbeque Pit (must request so it can be unlocked)
- Kitchen (stove, oven, refrigerator and counterspace)
- Restrooms

ADDITIONAL FEES THAT ARE NOT COLLECTED BY THE CITY OF MARINA

- 1. Liability Insurance - Rental use of City facilities requires proof of liability insurance. You can obtain a certificate through the City of Marina or through your homeowner's policy (refer to section Liability Insurance Requirements).
- 2. Private Security - Security Guards are required at all events of over fifty guest and or any events serving alcohol (refer to section Security).

DEPOSIT POLICY

To reserve a facility, a deposit of the amount of damage deposit is required. If the reservation is canceled, deposit is forfeited. A facility is not guaranteed until a deposit has been paid. Full payment must be made a minimum of two (2) weeks prior to the event. There will be absolutely no refunds after this date. This deposit shall be refunded three to five weeks following the date of the reservation provided the facility is clean and no additional cost associated with the reservation are incurred by the City.

CANCELLATION OF PERMIT

The City of Marina has the authority to terminate any permit. Upon termination immediate evacuation of the facility will be enforced and no refund will be granted. Possible cause for termination, but not limited to, are as followed. (1) That the applicant misrepresented or misstated any or all information in the application. (2) That the use of or proposed use will be harmful to the health, safety or general welfare of the public. (3) That the activity/event is contrary to state or local laws, rules and regulations governing the use of the facility.

GENERAL POLICY

Recreation facilities shall be used primarily to serve civic recreational, cultural activities and programs sponsored by the City of Marina. Recreation facilities may be used by other groups or organizations when not in use by the City. Priority shall be granted in the following order: City of Marina Recreation & Cultural Services Department, City Sponsored or Co-Sponsored events, Private Events. Reservations are made with the City of Marina Recreation & Cultural Services Department on a first come first serve basis. At the time of making the reservation, the damage deposit amount needs to be paid. The Recreation & Cultural Services Department is located at 211 Hillcrest Avenue, Marina CA 93933.

RULES & REGULATIONS

Any individual, group or organization granted use of the recreation facility shall abide by all the rules, regulations and conditions of use set forth by the City of Marina Recreation & Cultural Services Department.

1. The room capacity at the Vince DiMaggio Park Building is 75 people maximum.
2. All activities shall be scheduled to end and disperse by 10:00 p.m. In consideration of residents in the area, persons using facilities should remain from loud, boisterous conduct when leaving the facilities.
3. No Event Tents are permitted on the premises.
4. Use of confetti, hanging decorations and use of nails or tacks is not permitted. Use of clear scotch tape is permitted and must be removed at the end of your event. Whatever you put up you must take back down.
5. No burning of candles or open flames without a Fire Use Permit, which can be obtainable at the Marina Fire Department, located at 211 Hillcrest Avenue, Marina CA 93933.
6. All equipment must be stored in its original location after use. Under no circumstances can you stand on the tables or chairs and no equipment shall be removed from the facility. Renter will be held responsible for any losses or damages to property. No tables or chairs are allowed on the lawn.
7. It is your responsibility to clean up after your event. All garbage must be picked up and placed inside the dumpster, which is located at the end of the parking lot.
8. When deemed necessary by the Recreation & Cultural Services Department, a staff member will be present to supervise use of the facility, and an additional charge per hour will be applied. The staff member assigned to supervise the facility shall have complete authority over the facility. In addition, the staff member shall have the authority to request changes in activities or termination of event.
9. Kitchen use is limited to catering or food warming. Dishes and utensils are not available, and users must provide their own cleaning supplies. Damage deposit will be forfeited if not cleaned.
10. Renters must be present for opening and closing of the building. If not present for opening, the building will remain locked. Also, if renter leaves building vacant and unlocked, they will be responsible for any and all damages.

RESTRICTIVE USE

Only the Recreation & Cultural Services Department, City sponsored or co-sponsored programs may be scheduled on a recurring basis in City facilities. A minimum of 30 days must elapse before a similar usage is allowed by any individual or organization wishing to use City facilities.

Individuals or organizations that are not eligible to use facilities are as follows. (1) Commercial businesses, professionals or individuals engaged in an activity for "private gain" or profit. Private gain is defined as use for the principal purpose of making a profit not pledged to be donated to public or welfare use. (2) Groups, for any reason, deemed not in the best interest of the community as interpreted by the Recreation & Cultural Services Director. (3) Any group or individual, political or otherwise that advocates the overthrow of the United States Government or the State of California by force, violence or other unlawful means. (4) Any group or individual that seeks to discriminate on the against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual orientation, sex, gender identity, gender expression, military or veteran status or age. (5) Any religious services conducted by a church or religious group will not be permitted (this includes religious instruction).

SECURITY

Security Guards are required at all major events, parties of over fifty guest and or any events serving alcohol. One security guard for every fifty guests is required. If serving alcohol an additional security guard is required. The security contract must be presented to the Recreation & Cultural Services Department no later than two weeks prior to the event.

SERVING OF ALCOHOLIC BEVERAGES

All events, meetings or social gatherings requesting alcoholic beverages to be served at their event shall be required to pay \$300.00 for an Alcohol Use Permit. Alcohol beverages consist of beer, wine or champagne only. Liquor Liability Insurance is required at all events serving alcohol. Under no circumstances shall alcoholic beverages be consumed or sold to individuals less than 21 years of age. In addition to obtaining an Alcohol Use Permit, an additional security guard must be obtained to supervise the serving of alcohol.

SELLING OF FOOD OR ALCOHOL

All individuals wishing to obtain a permit to utilize city property for the purpose of selling food to the general public must acquire a permit from the Monterey County Health Department. Intent to serve or sell alcoholic beverages must be noted on the application form and permission must be given by the City of Marina. If an individual or a group is going to sell alcoholic beverages, the applicant must obtain written permission from the Alcoholic Beverage Control Board (ABC) and submit a copy of the ABC liquor permit. In addition to obtaining a permit from ABC, a City of Marina police officer(s) must be present at the event. Cost of police officer(s) will be absorbed by the renter.

INFLATABLE STRUCTURES

Inflatable structures (Bounce Houses) may not exceed fifteen feet by fifteen feet (15 ft x 15 ft) in size. Inflatable structure will not include any feature designed to use golf balls or other projectiles (exception: basketball hoops that are part of the inflatable structure). Only one (1) Inflatable is allowed per reserved area. Applicant may not use other areas or open spaces it has not reserved, regardless if it is occupied or not. Applicant shall supply all necessary power sources for inflatable. Only "whisper" generators are permitted. Applicant must maintain supervision of the Inflatable at all times. Applicant must be present at the Park for any delivery and pickup of the inflatable.

LIABILITY INSURANCE REQUIREMENTS

Rental use of City facilities requires proof of liability insurance. You can obtain a certificate through the City of Marina or through your homeowner's policy.

If you wish to obtain liability insurance through the City of Marina's provider (Hub International Insurance Services Inc.), please visit www.eventinsure.com. Once you have applied and paid your fees, submit to the Recreation & Cultural Services Department a copy of your insurance certificate and payment receipt.

If you wish to use your homeowner's policy the following items are required. (1) The City of Marina must be named as additional insured, include the language "its officers, agents and employees". (2) Coverage must be on per occurrence basis. (3) Minimum of \$1,000,000 limit on Class I events. (4) Indicate coverage at the specific City building. (5) A thirty day written notice of cancellation of policy is required. (6) If selling alcohol, it must be specifically listed on the certificate of insurance. (7) Mail certificate of insurance to: City of Marina attn: Recreation & Cultural Services Department, 211 Hillcrest Avenue, Marina, CA 93933. Insurance certificate must be received two (2) weeks prior to use.

EVENT PERMIT

An event permit is required for all events occurring at the Vince DiMaggio Park Building. The Event Permit application is included in this rental packet and is to be submitted at the time of making the reservation. The City of Marina has the authority to deny or terminate any permit. Upon termination immediate evacuation of the facility will be enforced and no refund will be granted. Possible cause for termination are as followed but are not limited to, (1) That the applicant misrepresented or misstated any or all information in the application. (2) That the use of or proposed use will be harmful to the health, safety or general welfare of the public. (3) That the activity/event is contrary to state or local laws, rules and regulations governing the use of the facility.

DECLARATION OF APPLICANT

In submitting this application, I certify that I have read and understand the facilities policy and will abide by all rules and regulations and any special conditions set forth. I certify that the intended use, as detailed above, is in compliance with said Rules and Regulations. Violation of these rules could result in the immediate revocation of building use.

APPLICANT SIGNATURE

DATE

VINCE DIMAGGIO PARK

WAIVER & RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

For good and valuable consideration, I, for myself, my successor, heirs, assigns, executors, and administrators;

- (1) Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the City of Marina.
- (2) Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity.
- (3) Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in this event or activity.
- (4) Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the City of Marina, and their officers, employees, agents and volunteers from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise.
- (5) Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with my participation in this event or activity without compensation from the City of Marina and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose.
- (6) Warrant that I am in good health and have no physical condition that would prevent me from participation in this event or activity.

This document relieves the City of Marina and others from liability for personal injury, wrongful death, and property damage caused by negligence.

I have read this document, understand that I have given up substantial rights by signing it, and sign voluntarily.

PRINT NAME

SIGNATURE

DATE

EVENT PERMIT APPLICATION

This application is for review by the Recreation & Cultural Services Director for all social gatherings or public/private event being held at all City owned buildings. All applications must be submitted no later than two (2) weeks prior to use of the facility. If security is required, proof of a contract must be submitted no later than two (2) weeks prior to the date of the event.

DATE OF EVENT: _____ TIME (start to finish): _____

TYPE OF EVENT: _____

LOCATION OF EVENT: Vince DiMaggio Park Building (3200 Del Monte Boulevard, Marina 93933)

PERSON RESPONSIBLE

NAME: _____

ADDRESS: _____

CITY: _____ ZIP CODE: _____

DOB: _____ DRIVER'S LICENSE NO. _____

PHONE NUMBERS: CELL _____ HOME _____

EVENT INFORMATION

APPROXIMATE ATTENDANCE: 18 & UNDER: _____ OVER 18: _____ TOTAL: _____

WILL THERE BE MUSIC? YES () NO () DJ OR LIVE BAND? _____

WILL ALCOHOLIC BE SERVED? YES () NO () TYPE OF ALCOHOL _____

Only alcohol beverages consisting of beer, wine or champagne are permitted, no hard liquor.

FOR PROFIT / OPEN TO THE PUBLIC EVENTS

ADMISSION TO BE CHARGED? YES () NO () If yes, how much per ticket \$ _____

IS THERE ADVERTISEMENT FOR THE EVENT? YES () NO () If yes, provide copies of all materials.

NAME OF PERSON/ORGANIZATION PROCEEDS WILL GO TO _____

ADDRESS _____ PHONE NUMBER(S) _____

DECLARATION OF APPLICANT

In submitting this application, I certify that the above information is true and correct. By signing below, I acknowledge that any misinformation/ representation will be cause for termination of permit.

APPLICANT SIGNATURE

DATE

FOR DEPARTMENT USE ONLY

PERMIT REQUIRED: () YES () NO PERMIT APPROVED () DISAPPROVED ()

SECURITY REQUIRED: () YES () NO IF YES, HOW MANY: _____

APPROVED BY

DATE

CLEANING RESPONSIBILITIES CHECKLIST

As part of your contract for use of the City of Marina property this information is provided to assist you with your departure. To avoid any additional charges for cleaning we request the items listed below be completed.

1. KITCHEN (wipe down)
 - Appliances
 - Refrigerator
 - Stove/Oven
 - Countertops & Sink
2. BATHROOMS (wipe down)
 - Toilets
 - Sinks
 - Countertops
 - Mirrors
3. FLOORS
 - Sweep & Mop all floors
4. FURNITURE
 - Wipe all chairs & tables
 - Return all furniture back to its original location
5. MISCELLANEOUS
 - All trash must be removed and disposed of properly
 - Remove all personal items
6. OUTSIDE BUILDING
 - Removal of trash around the building & parking lot
 - Playground area – pick up all trash
 - All trash is to be placed inside the dumpster

My signature below indicates my clear understanding of the above and agreement to comply.

PRIOR TO THE EVENT

PRINT NAME	SIGNATURE	DATE
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DAY OF THE EVENT

PRINT NAME	SIGNATURE	DATE
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