

**CONTRACT NAME: AGREEMENT BETWEEN CITY OF DAVIS
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between the City of Davis and DJUSD is for rental of the Veteran's Hall Multipurpose Room to hold the retiree recognition ceremony for employees of the school district retiring in 2014-2015.



Facility Rental Application Facilities, Gym, & Theatre

City of Davis - Community Services
600 A Street Suite C, Davis, CA 95616
(530) 757-5626 (option 2)
TDD (530) 757-5666 Fax (530) 750-2742
www.cityofdavis.org
registration@cityofdavis.org

Primary Contact Name Wendy Lewis Phone (h) 530-757-5300 x105
Organization Davis Joint Unified School District Phone (w/c) _____
Address 526 B Street City/Zip Davis 95616
Email wlewis@djuds.net
Additional Contact Name Matt Best Add'l Contact Phone 530-601-6831

Deposit Refund: ☐ Credit Card ☐ Check, payable to _____

Liability Insurance with Endorsement: ☐ Purchase via City ☐ Provide Own (Must be provided at least 15 days before the event)

Please circle applicable classification: Resident / Non-Resident / Community Group (fill out Form)

Description of Planned Activities DJUSD Retiree Recognition
Date(s) 5/27/15 Location(s) Requested Veteran's MPR Room(s) MPR

Expected Attendance 200+ Event type: (circle one) Banquet / Meeting / Assembly Setup Diagram # _____
Time(s): Set Up 300 Event Start 430 Event End 630 Clean up _____ End Time 800

Paid Custodial Clean Up: ☐ NO ☐ YES (Must be arranged at least 15 days before the event)

Open to Public?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Public dances are prohibited. Rentals with dancing may require guest list.
Admission Charged at Entry?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Security may be required.
Exclusive Use Of Kitchen?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Veterans Memorial Center only.
Food or Refreshments?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Note: some facilities do not allow food. Please see House Rules.
Alcoholic Beverages Served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Senior Center and Veterans Memorial Center only. Security required.
Alcoholic Beverages Sold?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Requires Alcoholic beverages License (Contact Davis P.D.). Security required.
Band, DJ, or <u>Amplified Sound?</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MPRs only. Guest list may be required. Call 530-747-5876.
Indoor Stage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MPRs only. Additional fees apply.
Security Guards?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	As determined per Facility Rental Information Packet.
Video Equipment Services?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Chambers only, fee applies. Video Technician must approve.
A/V or PA Equipment Needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Available only at VMC, VMT, and Senior Center. Additional fees apply.
Bleachers?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Community Gym only. Non-school days: 5 days notice needed & fees apply.
Key Issued?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Pick up 1 business day before rental at 600 A Street, Suite C.

Applicant/Renter/Lessee hereby voluntarily releases and forever discharges the City of Davis, its agents, officials, employees and volunteers from any and all liability, claims, demands, losses and expenses, actions or rights of action which arise out of, or are in any way related to, or connected with, my participation in this activity, or my use and/or rental of city equipment and/or facilities described herein including specifically, but not limited to, any and all injury, death, illness or disease, and damage to myself or to my property, or to property which is under my control. I further agree, promise and covenant to hold harmless, defend and indemnify the City of Davis, its agents, officials, employees and volunteers from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage caused in whole or in part by any negligent act or omission of the applicant/renter/lessee, anyone directly or indirectly representing and/or employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the city.

I agree the City of Davis may add conditions to a rental. I further agree to the rules on both sides of this application as well as the House Rules and the Facility Rental Information Packet.

I further agree, covenant and promise not to sue, assert or otherwise maintain or assert any claim against the City of Davis, its agents, officials, employees and volunteers for any injury, death, illness or disease or damage to myself or to my property, or to property, including city property which is under my control, arising from or connected with my use and/or rental of city equipment facilities or from any claim asserted against me by any other person.

My signature below verifies I have read, I understand, and I will comply with all associated fees, the information on this application, information contained on the reverse side and any supplemental rules and regulations handout such as the Facility Rental Information Packet or House Rules. I also understand that if I change my rental, fees may change or additional fees may be charged and I am responsible for those fees.

Signature of Group Representative/Renter: _____ Date: _____

This material is available upon request in an alternative format as required by the American with Disabilities Act of 1990 by contacting Community Services at (530) 757-5626, (530) 757-5666 (TDD) or registration@cityofdavis.org.

1. All rentals require liability insurance with a minimum coverage of \$1,000,000 and an additional endorsement naming the City of Davis as additionally insured. The City is not responsible for damage or claims for personal injury or death, or claims for damage or loss of property incurred in any City facility.
2. Events/rentals that include the consumption of alcohol must provide security guards (at the renter's expense) for the control and safety of the guests and City employees and City property. Events expecting 400 guests or more may be required to provide security guards at the renter's expense.
3. Individuals or organizations granted use of a facility will be held responsible for any loss or damage caused by such use.
4. The applicant is certifying, on behalf of the organization applying to rent the facility described on the reverse side, that the organization will not discriminate on the basis of race, national origin, religion, sex, age, handicap, or sexual orientation with respect to attendance at the function to be held in City facilities in accordance with Resolution No. 5259 and Ordinance No. 1359.
5. For Non-Staffed Facilities, renters must pick up a key from the Community Services office during regular business hours before the event date and return the key the next business day. If the key is not returned, the deposit will be forfeited. If the applicant forgets to pick up a key for a non-staffed facility and staff is called to open the facility, the applicant will be charged a \$65 fee to open the facility. (Chestnut Roundhouse, Hattie Weber Museum, Community Pool building, and the Redwood Park Community Building).
6. In the rare case that a staffed facility is not unlocked during the agreed upon rental hours, the person whose name is on the application form may contact the Davis Police Department at 530-747-5400, who will contact City Staff to provide access to the facility.
7. A facility rental will not be granted under the following conditions:
 - a. Insufficient notice: When staff cannot be scheduled, when facilities cannot be prepared, or other conditions cannot be completed in the time between the date of request and the date of proposed event.
 - b. Hazardous Activities: When activities of a hazardous nature endanger persons or property.
 - c. Prior Circumstances: When applicant has mistreated a facility or violated facility use policies during a prior event.
 - d. Incompatibility with another facility rental.
 - e. Proof of Insurance with Endorsement has not been provided prior to the event within the determined time.
8. The deposit paid is a Cleaning, Damage, and Overtime Deposit and is refunded in full if all conditions are met.
9. Each group is REQUIRED to do the following:
 - a. All tables and chairs used by a group must be left clean and all decorations must be removed including tape and table coverings.
 - b. The use of thumbtacks, staples, nails, glue, or similar hardware or materials to hang decorations is prohibited.
 - c. Rice or bird seed cannot be thrown inside the building or in the Courtyard area.
 - d. If a kitchen is used, the refrigerators, ovens, stove, grill, sinks, dishwasher, and counters must be left clean.
 - e. Recycling bins for aluminum, glass, plastic, and paper are available. Please alert the event cleanup crew and/or caterer about recycling.
 - f. You are responsible for throwing your trash into the dumpsters provided. If you overflow the facility dumpster, you will be responsible for paying the \$35 pick up charge. Please do not stack garbage above the top of dumpster.
10. Cancellations: If the rental is canceled less than 90 days in advance, the rental fee up to the amount of the deposit is forfeited. Cancellations made less than 30 days will forfeit the whole rental fee.
11. The City will cancel your rental if any of the following occurs:
 - a. The application is found to contain false or misleading information.
 - b. The proposed use would be detrimental to the health, safety, general welfare, or efficient operation of the City facility.
 - c. Should any individual, group, member, or guest willfully or through gross negligence, mistreat the staff, equipment, facility, or violate state or local ordinance.
 - d. Failure to make rental payment or obtain permits or insurance by required due dates.
 - e. If applicant defaults on or has not completed all conditions and requirements for use of the facility.
 - f. If the facility is needed for public or emergency use.
 - g. Circumstances arising from natural disasters, power outage, or other unusual situation.
12. Rental fees must be paid no later than 30 days before your event. Furniture set-up diagram and any changes in setup are due at this time.
13. Alcohol permit and business license applications, and requests to have amplified sound must be submitted by this time to the appropriate departments. Copies of required permits are due to at least 15 days before the event. If rental fees, requests, and applications are not received at least 30 days before your event, staff reserves the right to cancel rentals.
14. Changes to a rental may incur additional fees.
15. Unscheduled use of the facility/room is considered use outside of contract hours and subject to approval by City staff. Unscheduled use will be charged 1.5x hourly rate for unscheduled use prior to 12:00am and 2x hourly rate for unscheduled use 12:00am or later.
16. Using the Daily Rate does not guarantee 10 hours of use.
17. Time reserved beyond 10 hours will be charged the hourly user group rate.
18. Unused time is not refundable.