

# CITY OF MARINA RECREATION FACILITIES PERMIT APPLICATION

REQUEST FOR USE OF: 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

DATE OF EVENT: \_\_\_\_\_ 20 \_\_\_\_\_ PROGRAM TIME: \_\_\_\_\_ TO \_\_\_\_\_  
(INCLUDING SET-UP & CLEANING TIME)

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_ (h) \_\_\_\_\_ (w) \_\_\_\_\_ (c)

## EVENT INFORMATION

1. Type of Event: \_\_\_\_\_
2. Estimated Attendance: Adults \_\_\_\_\_ Youth (17 & under) \_\_\_\_\_ Total Attendance \_\_\_\_\_
3. Event open to the public? Yes \_\_\_ No \_\_\_
4. Will a fee be charged? Yes \_\_\_ No \_\_\_
5. Meal/light snack served? Yes \_\_\_ No \_\_\_
6. Will a caterer be used? Yes \_\_\_ No \_\_\_
7. Will alcohol be served? Yes \_\_\_ No \_\_\_
8. If yes will it be sold? Yes \_\_\_ No \_\_\_

*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.*

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

- FOR OFFICE USE ONLY -	FEES
Classification: Resident / Non-Resident	Building
Event Permit: Approved / Denied	Damage Deposit <span style="float: right;">2 5 0 . 0 0</span>
Security Guards: _____ (based on application submitted)	Sanitation Fee <span style="float: right;">1 0 0 . 0 0</span>
Comments / Conditions:	Facility Maintenance Fee <span style="float: right;">7 5 . 0 0</span>
	Kitchen Use Fee <span style="float: right;">2 5 . 0 0</span>
	Admin. Rental Ser. Fee <span style="float: right;">5 0 . 0 0</span>
	Event Permit <span style="float: right;">4 0 . 0 0</span>
	Liability Insurance
	Liquor Liability Insurance
	Liquor Permit
	Total
	Deposit Paid
	<b>Balance Due</b>

## **GENERAL POLICY**

1. Recreation facilities shall be used primarily to serve civic recreational, cultural activities and programs sponsored by the City of Marina.
2. Recreation facilities may be used by other groups or organizations when not in use by the City.
3. Priority shall be granted in the following order; City of Marina Recreation & Cultural Services Department, City Sponsored or Co-Sponsored events, Private Events.
4. Reservations are made solely, in person, 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. 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.
2. 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.
3. 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.
4. Do not sit or stand on the tables, you will be responsible for any damages.
5. All equipment must be stored in its original location after use. Under no circumstances will City equipment be removed from the facility.
6. All garbage must be picked up and placed inside the dumpster, which is located in the parking lot, at the end of your event.
7. Although a sanitation fee is collected, it is still your responsibility to clean up after your event.
8. The renter will be held responsible for any losses or damages to the property during usage.
9. 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 during use. In addition, the staff member shall have the authority to request changes in activities or termination of event.
10. Kitchen use is limited to catering or food warming. Dishes and utensils are not available and users must provide their own cleaning supplies. Renters must clean stove. Damage deposit will be forfeited if not cleaned.
11. 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**

No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization. Only the Recreation & Cultural Services Department, City sponsored or co-sponsored programs may be scheduled on a recurring basis. A minimum of 30 days must elapse before a similar usage is allowed.

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 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 (50) guest and or any events serving alcohol. One (1) security guard for every fifty (50) 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 (2) weeks prior to the event.

## **SERVING OF ALCOHOLIC BEVERAGES**

All events, meetings or social gatherings requesting the alcoholic beverages 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. No alcoholic beverages shall be permitted at events / meetings / social gatherings/ activities that are primarily designated for children. Liquor Liability Insurance is required at all events serving alcohol. Under no circumstances shall alcoholic beverages be consumed by 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 strictly supervise the serving of alcoholic beverages.

## **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 in advance from the Monterey County Health Department before the building use permit will be issued. Intent to serve or sell alcoholic beverages must be noted on the rental permit application form and permission given by the City of Marina. If an individual or a group is going to SELL alcoholic beverages at any activity, the applicant must obtain written permission from the Alcoholic Beverage Control Board (ABC) and submit a copy of the liquor permit, from ABC, along with the rental application. 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.

## **LIABILITY INSURANCE REQUIREMENTS**

Rental use of City facilities requires proof of liability insurance. Insurance certificate must be received two (2) weeks prior to use. You can obtain a certificate through your homeowner's policy or through the City. If you wish to go through 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 \$500,000 limit on Class I event, minimum of \$1,000,000 limit on Class II and Class III 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.

## **EVENT PERMIT**

An event permit is required at all private events/activities occurring at the Rocky Han Community Center. An Event Permit can be obtained at the City of Marina Recreation & Cultural Services Department at a cost of \$40.00. All renters must submit an Event Permit Application no later than two (2) weeks prior to use.

## **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.

**SCHEDULE OF FEES**

**VINCE DIMAGGIO PARK BUILDING:** *Address: 3200 Del Monte Boulevard, Marina, Ca. 93933. Capacity of building – 75 seated dinner, 75 for meetings. Building will be used only for hours requested.*

- A. Hourly Rental Fee
  - 1. Marina Resident - \$25.00 /hr
  - 2. Marina Resident, nonprofit - \$20.00 /hr
  - 3. City Sponsored - \$0
  - 4. Nonresident - \$30.00 /hr
  - 5. Nonresident, nonprofit - \$25.00 /hr
- B. Damage Deposit: \$250.00 (*refundable if no damages*)
- C. Facility Maintenance Fee: \$75.00
- D. Sanitation Fee: \$100.00
- E. Kitchen Fee: \$25.00 (flat fee)
- F. Event Permit: \$40.00 – Permit is a requirement for all types of events.
- G. Admin Rental Service Fee: \$50.00
- H. Liability Insurance (*requirement*): Insurance is available for purchase through the City.
  - Liability Insurance:..... 1-50 ppl: \$102.28.....51-75 ppl: \$109.50
  - Liquor Liability Insurance:..... 1-50 ppl: \$15.49.....51-75 ppl: \$20.65
- I Alcoholic Beverage Permit Fee: \$300.00

**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

**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. (6) 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. (7) 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

**E V E N T   P E R M I T   A P P L I C A T I O N**

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 three (3) working days prior to the date of the event.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

DOB: \_\_\_\_\_ DRIVER'S LICENSE NO. \_\_\_\_\_

PHONE NUMBER(S): \_\_\_\_\_ (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C)

LOCATION OF EVENT: \_\_\_\_\_ TYPE OF EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ TIME: \_\_\_\_\_ UNTIL: \_\_\_\_\_

APPROXIMATE ATTENDANCE: UNDER 18: \_\_\_\_\_ 18 & OVER: \_\_\_\_\_ TOTAL: \_\_\_\_\_

WILL THERE BE MUSIC? \_\_\_\_\_ DJ OR LIVE BAND? \_\_\_\_\_ DANCING? \_\_\_\_\_

WILL ALCOHOLIC BEVERAGES BE SERVED? YES ( ) NO ( )

a. If yes, type of beverage to be served \_\_\_\_\_

ADMISSION TO BE CHARGED? YES ( ) NO ( )

a. If yes, how much per ticket \$ \_\_\_\_\_

b. Is the event "private" or "open to the public"? \_\_\_\_\_

c. Has a flyer been given out? If yes, attach copy of flyer \_\_\_\_\_

d. Name of person/organization proceeds will go to \_\_\_\_\_

Address \_\_\_\_\_ Phone Number(s) \_\_\_\_\_

*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

**F O R   D E P A R T M E N T   U S E   O N L Y**

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

SECURITY REQUIRED:   YES              NO              IF YES, HOW MANY: \_\_\_\_\_

\_\_\_\_\_  
APPROVED BY

\_\_\_\_\_  
DATE

CONDITIONS:

\_\_\_\_\_  
\_\_\_\_\_

## **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**

- |                                       |   |
|---------------------------------------|---|
| <input type="checkbox"/> Appliances   | <input type="checkbox"/> Stove/Oven         |
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Countertops & Sink |

### **2. BATHROOMS**

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| <input type="checkbox"/> Toilets | <input type="checkbox"/> Countertops |
| <input type="checkbox"/> Sinks   | <input type="checkbox"/> Mirrors     |

### **3. FLOORS**

- Sweep & Mop all floors

### **4. FURNITURE**

- |   |   |
|---|---|
| <input type="checkbox"/> Wipe all chairs & tables | <input type="checkbox"/> Return all furniture back to its original location |
|---|---|

### **5. MISCELLANEOUS**

- |   |  |
|---|--|
| <input type="checkbox"/> All trash must be removed and disposed of properly | <input type="checkbox"/> Remove all personal items |
|---|--|

### **6. OUTSIDE BUILDING**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Removal of trash around the building & parking lot | <input type="checkbox"/> Playground area – pick up all trash | <input type="checkbox"/> 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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **DAY OF THE EVENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EVENT HOLDER QUESTIONNAIRE**

(To be attached to Permit Application – Retain in your files only)

**RENTER / EVENT HOLDER NAME AND ADDRESS:** (Same as on Permit Form or Rental Form)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Event Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Daytime Phone Number: \_\_\_\_\_

**EVENT INFORMATION:**

**Date(s) of Event:** \_\_\_\_\_  
(Include set-up and take down days)

**Classification of Event:**  
(check box)  I  II  III  Vendor Only  Instructor: Class I  Class II  Class III

**Hours of the event:** \_\_\_\_\_

**Location of Event:** (Must enter complete address on certificate) \_\_\_\_\_  
\_\_\_\_\_

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

**Detailed Description of Event:** \_\_\_\_\_  
\_\_\_\_\_

Total attendance (**per day**) including all participants, spectators, guests, exhibitors, performers, entertainers, volunteers and employees:

Day One	_____	Day Four	_____	Day Seven	_____
Day Two	_____	Day Five	_____	Day Eight	_____
Day Three	_____	Day Six	_____	Day Nine	_____

**Total Attendance ALL Event Days:** \_\_\_\_\_

**ADDITIONAL EVENT EXPOSURES:**

	<u>Yes</u>	<u>No</u>	
Admission Fee Charged?	_____	_____	
Vendors/Exhibitors/Concessionaires? <i>(Please provide a list of names/what vending, etc.)</i>	_____	_____	How many Vendors? _____
Caterer? <i>(Please provide name)</i>	_____	_____	
Liquor Served?	_____	_____	
Liquor Sold?	_____	_____	
Food/Non-Alcoholic Beverages Served?	_____	_____	
Food/Non-Alcoholic Beverages Sold?	_____	_____	
Entertainment Activities? <i>(Provide a list)</i>	_____	_____	
Have you held this event or similar event in the past?	_____	_____	
If yes, have accidents, incidents, claims or loss arisen from such event?	_____	_____	

Please review contracts and attach a separate sheet, listing names and addresses of all parties requiring to be named as Additional Insured.

The event premium includes a premium charge for the facility owner/lessor as additional insured.

**SPECIAL EVENT LIABILITY GROUP INSURANCE  
TRUST NOTICE TO POLICYHOLDER**

1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NON-ADMITTED" OR "SURPLUS LINE" INSURERS.

2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT WHICH APPLIES TO CALIFORNIA LICENSED INSURERS.

3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.

4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEBSITE AT [WWW.NAIC.ORG](http://WWW.NAIC.ORG).

5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEBSITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: [WWW.INSURANCE.CA.GOV](http://WWW.INSURANCE.CA.GOV).

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE BUSINESS DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRO-RATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

D-2 (07/11)