

# PARK BUILDING POLICIES

550 E. Remington Drive, Sunnyvale, CA 94087 408-730-7350 · Sunnyvale.ca.gov · <u>parkandfacilityresv@sunnyvale.ca.gov</u>

The City of Sunnyvale Community Center Policy has been established to ensure that City facilities are utilized for recreational and athletic functions that meet the needs and interests of the community and that permitted users are fully informed of the City's rules that govern their use.

## **Purpose**

- To establish policies and procedures governing the use of City facilities.
- To provide for a variety of activities reflecting the athletic preferences of Sunnyvale residents.
- To collect fees for the use of the reservations.
- To ensure that decisions regarding the use of City facilities balance the interests of the neighborhoods, organizations and residents of Sunnyvale.

## **Park Building Reservation Procedures**

- Contact the main reservation line to inquire about availability
- Make your reservation in-person or by phoning the main reservation line
- Once reserved a confirmation packet will be emailed or delivered to your residence
  - o Sign and return the "Park Building Liability Statement"
  - o Complete and return the "Park Building Set-up Form"
- On the day of the event, a building attendant will open the facility at the time reserved

Please visit our webpage at www.sunnyvale.ca.gov for more information about our rental facilities and parks.

To inquire about availability at any of our rental facilities please contact the reservation line at the number above.

All customers must submit two (2) forms of residency verification to receive the Sunnyvale resident rental rate.

Reservations can be made over the phone with a MasterCard or Visa, or in person at the Sunnyvale Community Center's Recreation Building Monday through Friday between the hours of 8:30am and 5:00pm.

Access to the Facility will only be granted during the times indicated on the use permit. The room will be opened by a staff person (no keys will be issued) at the start time on the use permit. Access to the building will not be granted prior to this time. Additional set up time cannot be arranged the day of the event and city staff will not be dispatched to open buildings early.

All rentals must be paid for in advance. A security deposit, paid by cash, check or credit card, is required at the time of the reservation to reserve a room for any event. The rental balance must be paid no later than 30 days prior to the event. If payment is not received 30 days prior to the event, the City of Sunnyvale is obligated to cancel your reservation and withhold the security deposit.

If paying by check or credit card, the payment information must match the name of the individual or company/organization on the rental permit. No third-party payments will be accepted. All payments must be made by cash or credit card when an event date is less than two weeks away—no checks will be accepted.

Reservations can be made six months to the day in advance of the event date. Reservations must be made a minimum of two weeks in advance. No reservations will be placed under two weeks in advance of a reservation date

Reservations for Park Buildings on designated City holidays will require approval by the Facilities' Recreation Services Coordinator. Special holiday rates may apply at staff discretion.

Groups composed of minors (under 18 years old) must be supervised by one adult for every 20 minors while they are using the facilities. The permit must be issued to the adult supervising the function.

Alcohol is prohibited in all park buildings.

## **Rental Time Requested**

- Rental times are required upon making the reservation. Rental fees are applied for preparation and actual program time. The permittee will be obligated to pay for additional set-up time.
- All activities must be concluded no later than 10:00 p.m. One hour will be provided for cleaning purposes at the conclusion of the event at no charge. All persons associated with your event must vacate the premises when the permitted time expires. Events that go over actual program time will have one hour's worth of fees withheld from the damage deposit for every 15 minutes that pass.

## Permit Changes and Revisions

- A \$25 administrative fee will be assessed for all revisions with the exception of additional time added to an existing permit.
- A \$25 jump house permit fee will apply when you have an inflatable jump house at one of the City parks. Enclosed inflatables may be rented from any vendor of your choice, or you may use your own inflatable. Inflatable structures may be no larger than 20' x 20'.
- The permittee shall be required to pay for additional services/equipment not requested in advance.
- Changes/revisions to an existing permit will not be allowed 30 within days prior to the scheduled date.

#### **Cancellation Policy**

• The City of Sunnyvale reserves the right to cancel any reservation contract and/or equipment request upon two-week notice.

- In the event of an emergency, the City of Sunnyvale reserves the right to terminate any rental permit or reservation contract and/or equipment request, and it is understood that there shall be no claim for damages by the renter. An emergency is defined here as an illness, injury, accident, natural disaster, civil unrest, act of war or act of God, beyond the control of the City, which renders the venue unsafe or inaccessible.
- Should the renter cancel their event, refunds will be made as indicated in the refund chart below. A \$25 administrative fee will be assessed for all cancellations.
- The City of Sunnyvale's policies on rental changes, cancellation and refunds are designed to encourage the maximum community use of recreation facilities and to maximize revenue for the City. Short notice changes and cancellations severely restrict the City's ability to schedule facilities for other activities and reduces revenue to the City. These policies encourage preplanning and early decision making by offering financial incentives to renters who provide the greatest advanced notice of changes or cancellation.

City of Sunnyvale Cancellation Refunds	
Cancellation Timeframe	Refund Amount
3 - 6 months in advance 91 - 129 days in advance	Full Refund of Damage Deposit, less a \$25.00 Administrative Fee
1 - 3 months in advance 31 to 89 days in advance	Refund of 50% of damage deposit, less a \$25.00 Administrative Fee
Less than 30 days in advance	100% of the damage deposit will be withheld. Use fees will be refunded.

## **Cancellation and Damage Deposit Refunds**

- If the permittee paid by check or cash, a check will be mailed for the appropriate amount approximately 6 to 8 weeks after the date of the event or after a cancellation has been made. Check will be mailed to the permittee. If the permittee paid by credit card, the permittee's credit card will be credited for the appropriate amount with 2 to 3 weeks following the event or cancellation request.
- Damage deposit refunds will be processed after your event if the facility is left in a satisfactory condition, nothing is broken, and the event ends at its scheduled time.
- The City will deduct from the damage deposit additional charges relating to, but not limited to additional maintenance time, additional facility use time and equipment or property damage during your event.
- If Public Safety is called to address an issue or disturbance at your event at any time, your damage deposit will be withheld.
- The City reserves the right to hold the users damage deposit in its entirety if user does not follow specified City policies. This will hold true regardless of who (permit holder, guest, or agent of permit holder) was responsible for the breach of policy.

#### **Alcohol Information**

• Alcohol is not permitted inside or outside of the building. If staff views alcohol on the premises the event will be stopped immediately and the damage deposit forfeited.

## Catering and Insurance Information

• Food is permitted in the park buildings. Permittee may prepare their own food or arrange for a caterer. Any BBQ must be done in BBQ pits located on site. No third-party grills are allowed.

## Facility Attendant

• A Facility Attendant will unlock and lock the facility, answer any questions, and enforce all rules of operation. An attendant(s) will set up the room prior if a set-up request has been submitted. Please report all spills and any problems to the attendant immediately.

### Room Set-Up and Special Request

- The Facilities' Recreation Services Coordinator must approve decorations, special requests, and the room set-up diagram.
- A room set-up diagram is due 30 days prior to the event (a floor plan of the room will be included in the reservation packet onto which you can sketch your desired room set-up). A Facility Attendant will set-up all tables and chairs, in accordance with your set-up diagram, by the time the program/event begins. This document will be due two weeks prior to the event. Failure to receive a room set-up diagram will result in no set-up being performed.
- The City of Sunnyvale does not guarantee that the lakes or streams at the parks will be operational during an event.
- No ladders are allowed in the room for purposes of decoration. Nothing may be hung from the ceiling. Any items affixed to walls must be done with painter's tape (non-residue). No scotch tape, duct tape or thumbtacks are allowed.
- Preschool Equipment at Las Palmas and Ortega buildings is not removed for rentals. Equipment will limit access to the entire space and is not available for use by the public.

#### Clean-up Responsibilities

- The user is the responsible for restoring the facility to its original condition prior to usage and to the satisfaction of City staff. NORMAL cleaning supplies such as trash bags, mops, and sponges will be provided. Staff will be present and provide guidance on the necessary functions that need to be performed prior to vacating the facility.
- It is the user's responsibility to clean all tables and chairs before staff REMOVES them from the facility.
- A Clean-Up Responsibility Policy Form will be provided when the reservation is made and on the day of the event. This form can be used as a checklist to ensure that the user adheres to all clean-up responsibilities.
- The permittee is provided 1 hour after the event's scheduled conclusion time to clean the facility. **This time is used specifically to clean**. All other activities associated with the event must stop.

- Prior to vacating the facility the user must check-out with City staff and verify that the condition of the facility is satisfactory. This, however, will not guarantee that the damage deposit will be refunded in full.
- Should the facility be vacated prior to restoring the facility to its original condition, the permittee will be charged one hour of rental fees for each 15 minutes that staff is needed to return the building to a satisfactory condition.

## **General Regulations**

- Each guest at an event must obey all applicable City, State and Federal rules, ordinances, laws and regulations. Anyone violating the established rules and regulations or constituting a public nuisance may be required to leave the facility and your deposit may be withheld. Failure to obey the rules and regulations may result in cancellation of your permit. Additionally, you may be asked to leave the facility and/or be subject to legal action.
- The person or organization to whom the permit is issued assumes all responsibility for use of the facility. Permits cannot be transferred, assigned or sublet. The permit holder must be in attendance at all times.
- Only City of Sunnyvale vehicles are allowed on park grounds. You may park only in designated parking areas and must comply with all zoning and traffic ordinances.
- Food trucks are not allowed in City Parks or in City Park parking lots without a permit. See Municipal Code 5.26.040. Permits may be secured through the Special Event Process. See "Special Event Permits" for additional information. In general, permits can be secured for events occurring only at Baylands Park and afford for one truck per event.
- The rooms reserved exclusively for your activity are included on your permit. You may not use other rooms or reservable picnic areas in the park.
- The City has the right to assign a staff member to supervise the event.
- The City retains the right to prohibit excessively large audio equipment that may be considered a nuisance or disturbance to the surrounding community. Noise complaints may cause the cancellation of the permit. Equipment that may cause power failure to the facility will be prohibited.
- Gambling is prohibited.
- Commercial or profit-making activities are not allowed. You may not charge admission fees, sell products, or solicit donations without prior special approval by the Department Director or the assigned representative. No soliciting is allowed in or around the Park Building
- No amplified music or speeches are allowed outside the building.
- Smoking is prohibited within twenty feet of any entrances, exits, or operable windows.
- The City has banned use of foam plastic food and beverage containers by food vendors effective April 22, 2014 and, as of April 22, 2015, retail sales of these items. To protect the local environment, we ask your cooperation in not using foam food containers (aka "Styrofoam") at your picnic, meeting or other event.
- Specific fire code regulations must be followed for candle usage. No open flames allowed. Please call the Reservation Office for further details.
- The display of banners and/or signs is prohibited.
- No confetti or glitter is permitted in or around the facility.
- The City of Sunnyvale is not responsible for accidents, injury, illness, or loss of group or individual property.

- Proof of insurance may be required, depending on the type of event.
- Birdseed may be thrown outside the Park Building at wedding receptions; no rice is allowed.
- Please do not offer gratuities to City employees as they have been instructed not to accept them.



# CLEANUP RESPONSIBILITY PARK BUILDING POLICIES

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These guidelines will serve to highlight the responsibilities on the part of both Sunnyvale City staff and the user.

STAFF: The City of Sunnyvale does provide staffing for events. The primary function of the staff is to open and lock the facility, set-up all tables and chairs prior to an event, and to remove all tables and chairs following an event. They will be responsible for **light** clean-up services only. The facility attendant(s) will provide you with guidance for all the items listed below. They will also provide any clean-up materials to aid in cleaning, such as brooms, mops, and trash bags. City staff may support multiple events; if a situation arises where a facility attendant(s) is needed, they can be reached by phone. Contact information will be provided to the renter at the beginning of the event.

**USER**: The user bears the responsibility of leaving the facility in the same condition as it was found. Failure to comply will lead to forfeiture of all or part of the permittee's damage deposit.

To ensure a full reimbursement of a damage deposit, the user must meet the following criteria:
Floors are swept and mopped (if needed) and restored to the same conditions at the start of the event
All bottles, cans, cups, etc. are removed from the premises
Tables and chairs wiped clean of food and beverage spills
Any "wet spill" on floor mopped (wet spills must be addressed at the time they occur)
Trash bagged and transferred to the designated area
Kitchen area clean and cleared of any food or debris
Patio (if applicable) area clean, including the removal all cans, bottles, cups, etc.
Additionally, events must conclude to the time specified on the Reservation Contract. The City of Sunnyvale does not permit adding additional time to a function the day of the event, however if time

Before departing, the user must check in with the City staff to ensure that the facility is in fact "clean." This will aid, however not guarantee, in insuring the entire amount of the damage deposit is reimbursed to the permitee.

does exceed beyond the designated time, all or a portion of the user's damage deposit will be withheld.