

Reservation procedures:

1. Reservations will be taken at City of Clayton, 6000 Heritage Trail, Clayton, CA 94517. Office hours for reservations are Monday through Friday, 9:00 a.m. - 4:30 p.m.
2. Inquiries can be made by phone but all applications must be delivered in person or by mail.
3. Reservations are accepted on a first come-first served basis, a maximum of one year in advance.
4. A refundable security deposit is required with the completed application to hold the reservation date. Refer to the Refundable Deposit section below for additional information.
5. There is a four-hour minimum rental charge for weekend events and two-hour minimum rental charge for weekdays. Weekdays are defined as rentals occurring Sunday 5:00 pm through Friday 5:00 pm. Weekends are defined as rentals occurring Friday 5:00 pm through Sunday 5:00 pm.
6. All reservations are billed in one hour increments.
7. Events, including time for take-down shall cease at midnight on Friday and Saturday evenings; and by 10:00 p.m. Sunday - Thursday evenings.
8. Rental time must include all set up and clean up.
9. Balance of hourly fees must be paid one month prior to the event.
10. Applicant must present to the City a valid CA driver's license/identification card one month prior to the event.
11. The City reserves the right to set aside times for potential City related functions, but will not bump previously scheduled events except in emergencies. Full refunds are available in this case if applicant can not accept rescheduled dates and time.
12. The City reserves the right to refuse to rent to persons or groups who have abused the rental privilege in the past, or who will use the building for activities or functions that are inconsistent with intended community purposes.
13. Acceptable reservation fee and deposit payment methods include check, cash, money order, or cashier's check, payable to the "City of Clayton". Credit/debit card payments are also acceptable forms of payment.

** Note: Conditions specified are for rentals that are serving or allowing alcohol present at no cost to attendees. If alcohol is to be sold at rental event, renter must obtain separate ABC liquor license on their own and present it to the City Prior to the event.

Rental Fees:

Rental fees are set and approved by the City Council and are subject to amendment from time to time. To view the current fees please review the City Master Fee schedule. Applicants must show proof of residency (i.e. California driver's license or utility bill) to receive the stated Clayton Resident rate. Different rental rates are applicable for weekend and weekday events.

General Policies:

1. All fees and use policies/regulations are subject to change.
2. Applicant must be at least 21 years of age.
3. The consumption, serving and/or selling of alcoholic beverages is prohibited except by special City Alcohol Use Permit. Please refer to Master Fee Schedule for the current Alcohol Use Permit fee amount. Under certain circumstances, a State liquor license may also be required. (Check with Alcoholic Beverage Control)

General Policies (*Continued*):

4. A Noise Exception Permit will be required for any "live" music or amplified "noise" and equipment used outdoors. Please refer to Master Fee Schedule for the current Noise Permit fee amount.
Please note: the Alcohol and Noise Permit must be applied for and approved at least 30 days prior to the event.
5. The applicant and all adult participants will be personally responsible to ensure that no minors possess or consume alcoholic beverages.
6. Groups composed primarily of minors must be supervised by a minimum of one adult for every ten minors.
7. Smoking is prohibited in all areas of the building and courtyard.
8. No pets are allowed inside the building (the only exception is trained guide dogs for the impaired).
9. The applicant will be required to execute the Hold Harmless agreement on the use application.
10. The City does not supply any linen.
11. The applicant will be responsible for the set-up of their own event and the clean up of the facility after their event (see Cleaning Rules below).
12. The applicant is responsible for having a receipt on site to show proof of rental.
13. Users shall enter and leave the facility at the time specified on the approved application. If user exceeds reservation time by 15 min., additional fees will be deducted from the deposit in minimum half hour increments. At the discretion of the City, additional penalties may be incurred if time overage impacts a following event.
14. Advertising, petitions, solicitations or sales are prohibited except with prior written permission of the City Manager.
15. Portable **gas** grills/barbeques are allowed in the courtyard area only. **No charcoal or briquette barbeques are allowed except in the side parking lot.** Charcoal/briquettes must be removed offsite by the user. They are not allowed to be disposed of in any of the onsite trash containers or dumpster. There will be a \$100 fee for clean up/removal of any leftover charcoal or briquettes.
16. A facility attendant will meet you at your specified time to unlock the facility and will be available during the event should he/she be needed. The attendant will be responsible for securing the facility after the event.
17. A fully executed facility use application establishes a non-transferrable and non-assignable rental use agreement valid solely between the City of Clayton and applicant. The right to use City facility premises as specified in the application may not be sub-leased, assigned, or transferred in any manner. Any such sub-lease, assignment or transfer shall be null and void and shall result in termination of applicant's right to use the facility under the rental use agreement and loss of future rights to reserve the facility.

Decorations & Equipment:

1. Decorations and/or equipment must be free standing or on tables (no stapling, tacking, screwing, nailing or taping to walls, windows, doors, floors, blinds or furniture).
2. No candles allowed, except the Unity Candle and short votive or tea candles enclosed in a fire safe container.
3. Exits and exit signs must not be obstructed in any way.

Insurance:

1. All applicants shall provide the City of Clayton with a valid General Liability Insurance Policy acceptable to the City of Clayton.
2. Such certificate shall provide Bodily Injury and Property Damage Liability protection in the amount of \$2,000,000 per occurrence.
3. The Insurance Policy shall name the City of Clayton, its officers, employees and volunteers as the Additional Insured in conformance with the Hold Harmless Agreement and must specify that the applicant insurance shall be primary to any insurance carried by the City and without offset to City's policies.
4. The insurance policy shall be properly executed with an original signature of an authorized agent of the insurance company and is due at the time final payment is made. For an additional fee the applicant may purchase special event insurance from the City. Please call for a quote.
5. Contact your insurance agent regarding whether or not your homeowner's policy may be extended to cover your event.

Kitchen Facilities: (the following equipment is available for use)

- Six burner gas stove with griddle.
- Double gas oven
- Very large 38 cubic foot refrigerator.
- Large 3.5 cubic foot freezer.
- Dishwasher (to be used only by professional caterers).
- Plenty of stainless steel counters space.
- Stainless steel double sink.
- Users must bring their own pots, pans utensils, etc. for food preparation.

Cleaning Procedures: (your responsibilities)

Please leave the facility (including main hall, courtyard and kitchen) as you found it. Trash cans, recycling containers and bags will be provided. Cleaning equipment can be found in the kitchen for the kitchen only and storage room (off the stage area for the Hall only) and must be returned to their storage place in good working order. Please perform the following:

- Wipe off all tables and chairs used.
- Kitchen: Remove all food particles from sinks, wash with dish soap and hot water, spray with disinfectant, and dry with a clean, damp rag.
- Sweep and Mop kitchen floors. Do not use the kitchen mop on the wood floor in the main hall.
- Return the chairs and tables to the storage closet next to the stage, unless directed otherwise.
- Remove all decorations.
- Sweep all debris from the hall floor and wipe up any spills.
- Collect all trash into large bags; close bags and place in containers within the Trash Room.
- Place glass and cans in recycle container located in the Trash Room.
- Pick up rest rooms. Be sure all toilets are flushed.
- Each piece of equipment used must be cleaned.

Caterer's Information:

- Caterer must have valid and current City Business License 30 days prior to the event.
- Caterer must maintain (and provide copies to the City 30 days prior to event) during the term of these Rental Procedures, the following insurance:
- Commercial General Liability Insurance written through carriers acceptable to the City of Clayton.
- Such certificate shall provide Bodily Injury and Property Damage Liability protection in the amount of \$2,000,000 per occurrence.
- Insurance policy shall name the City of Clayton, its officers, employees and volunteers as the Additional Insured and must specify that the caterer's insurance shall be primary to any insurance carried by the City.

Refundable Security Deposit:

The \$500 reservation deposit will be applied to cover extra cleaning and/or damage costs incurred by the City. There is a \$1,000 reservation deposit when hard alcohol is being consumed or serviced. Your full deposit will be returned to you within one month following the event as long as there has been no damage to floors, walls, equipment, furnishings, or landscaping and extra cleaning is not required. You will be billed for any damages exceeding your deposit. The determination of the assessment of additional charges shall be at the sole discretion of the City. In addition, if user exceeds reservation time by 15 min., additional fees will be deducted from the deposit in minimum half hour increments. At the discretion of the City, additional penalties may be incurred if time overage impacts a following event.

Indemnification:

Applicant shall indemnify, defend and hold harmless the City of Clayton, its officers, employees and volunteers against and from claims or suits for damages or injury to the extent arising from applicant's negligent act, error or omission of this Rental Procedure and shall further indemnify and hold harmless the City of Clayton, its officers, employees and volunteers against and from claims or suits to the extent arising from any negligent performance and against and from all costs, attorney's fees and costs of defense, expenses, and liabilities related to claim or action or proceeding brought within the scope of the indemnification.

Cancellation Policy:

Cancellation requests must be made in writing by the applicant. Reservation rental time changes, date changes, and cancellations will be handled in accordance with the Master Fee Schedule adopted by the City Council in place at the time written notification of cancellation and/or reservation change is received.