

STAFF USE ONLY:
Date Rec'd
Time
Rec'd by

Facility Rental Application

APPLICANI									
Name of Individual/Orga	anization:		Resident	🗆 Non-R	esident				
		🗆 No	Non-Profit 🛛 🛛 Business						
Contact Name:				Telephone #:		Alternate Phone #:			
				()		()			
Address:			Email:		. ,				
Address.									
City/State/Zip Code:				Tax ID#:	profit, p	lease provide 501(c)3			
		FACILITY REQU	EST	ED					
RECREATION CENTER				COMMUNITY CENT	E <u>R</u>				
🗆 Bluebird Room	🗆 Lagoon Room	🗆 Spirit Room		Port Room Wind Room					
🗆 Bluebird Kitchen	🗆 Lagoon Room Kitchen	🗆 Spray Room		🗆 Sail Room	l Room 🛛 🗆 Wind Room Patic				
🗆 Clipper Room		□ Starboard Room							
🗆 Crane Room	□ Other								
🗆 Gull Room	□ Other								
		EVENT INFORM	ATI	ON					
DAY/TIME		EVENT TYPE							
Date(s) Requested:	□ City Use □ Meeting								
				/ate Party					
Day(s) of Week (circle):	🗆 F	undraising	🗆 Pub	🗆 Public Event (describe)					
Event Hours: (includes se									
Start Time:a	□ Other								
ESTIMATED ATTENDAN	EVENT DESCRIPTION:								
OTHER INFORMATION:	SET-UP REQUESTED :								
Will alcohol be served?	Classroom Theater Style								
Equipment Requested	Yes 🗆 No (Attach Equipment	🗆 Square 🛛 U Shape							
		$ \square ($	🗆 Other (see set-up chart)						

AGREEMENT FOR USE

In submitting this application, I certify that I have read and understand the guidelines for facility use and abide by any special conditions set forth. I certify that the intended use, as detailed above, is in compliance with said rules and regulations, application instructions and any specific use regulations and subject to advance payment of all rental fees, security deposit, certification of insurance requirements (if required) and approval by the Director of Parks and Recreation, or designated staff person. I understand and agree that the City retains the right to cancel this permit at any time. APPLICANT ACKNOWLEDGES THAT THEY ARE RENTING A PUBLIC FACILITY AND AS SUCH, THE CITY CANNOT GUARANTEE ACTIVITIES SURROUNDING THE BUILDING THAT MAY IMPACT PARKING, SOUND, OR VIEW. Submission of this form is not a guarantee for use.

To the fullest extent allowed by law, I agree to indemnify and defend the City of Foster City and Estero Municipal Improvement District (City/District), its directors, officers, agents, employees and volunteers and hold them harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys' fees, arising out of the use or occupancy described in this application. I agree to waive all rights of subrogation against the City/District, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from the use or occupancy described in this application.

Applicant (type name): ______

Date: _____

Applicant Signature: _____

Rental Information and General Rules for Use

APPLICATION

AGREE:

AGREE:

- Application must be submitted at least seven (7) working days prior to date requested. Applications are accepted on a first come/first served basis. Foster City residents may book up to a year in advance with proof of residency. Nonresidents may book up to ten (10) months in advance.
- Room set-up must be received ten (10) days prior to event. If no set-up is received, staff will do a standard set up.
- The City of Foster City reserves the right to reschedule, relocate, or deny a request previously approved in the event of an emergency, or if room is needed for City use or maintenance. The applicant will be given as much advance notice as possible if this is necessary.
- Completion of application does not guarantee reservation. • Please allow 1 week for review/processing. Invitations should not be sent until permit and receipt are received.
- Hours listed on application must include set-up and cleanup ٠ time. The facility user will be billed for any unreserved time used. This fee will not be prorated for portions of an hour used.

FEES / SECURITY DEPOSIT

- Full payment is due at time of booking, if reserving less than 30 days before event date.
- Deposit is due and payable with application. Applications . submitted without payment will be rejected.
- Lagoon Room, the Vibe, and Wind Room balance due payments are due in full 45 days prior to event date or event may be cancelled.
- Security deposit refund is contingent upon condition of the ٠ facility rented following your event. The Department reserves the right to refuse rental or use to applicants who have previously used the facility and left it in poor condition.
- Applicants assume full responsibility for their party and • guests in case of damage, theft or disturbances during their event. Damage/theft will be deducted from the deposit..
- Security deposit and/or any refunded fees will be mailed to • the address listed on the application. Please allow up to 6 weeks after the reservation date for return of security deposit if paid by cash or check.

CANCELLATION / PERMIT CHANGES

AGREE: Cancellations made thirty (30) days or more prior to the

- event date will receive full deposit minus \$50. Cancellations made less than thirty (30) days will result in loss of deposit.
- First permit change is free. Any additional changes will incur. Permit processing charge due at time of request.
- Only the applicant may make changes to reservation. Change requests must be submitted in writing. No changes will be accepted with less than seven (7) days notice.

ALCOHOL

AGREE:

Alcohol sales: The facility user, at their expense, must obtain a permit from the Alcoholic Beverage Control Office. A copy of the permit must be received by the Facility Services Coordinator at least ten (10) days prior to the event. The original must be displayed during the event.

INSURANCE REQUIREMENTS

- The City requires a certificate of Commercial General Liability Insurance for all parties or if serving alcohol. The renter must provide proof of insurance for \$1million per occurrence. Certificate must be provided no less than 30 days prior to use of the facility.
- The certificate must include that "The City of Foster City, its • elected and appointed officials, employees, volunteers, and agents are named as additional insured."
- The renter's name must be listed as the "insured." .
- The description must include the rental location address and . date(s) of the event.

PROHIBITED ITEMS

- The following are not allowed: Nails, tacks, pins, staples, scotch tape, or any other items that may damage walls/ceilings. Painter's tape may be used. Dry rice, birdseed, glitter, and confetti are prohibited both inside and outside our buildings. Any violations may result in forfeiture of the deposit and hourly staff cleaning fee.
- Smoke machines, fog machines, and strobe lights of any ٠ type are prohibited.*
- ٠ Open flames are not permitted. Candles must be encased in a glass votive candleholder with the flame at least one inch below edge of glass.*
- All decorations must be removed after event. ٠
- ٠ **Smoking is prohibited** at all City buildings and public property.*

*If smoke alarm is activated, renter may incur Fire Dept. response fee.

RENTAL POLICIES

AGREE:

AGREE:

AGREE:

- Applicant must be on site and available at all times during . event.
- Facility users may not charge a registration fee, admission ٠ fee, or entrance fee of any kind. No solicitations or sales presentations may be made on City property. Permission to hold a fundraiser is limited to non-profit organizations at the discretion of the Director of Parks and Recreation.
- ٠ Applicant is responsible for checking in with facility staff within the first thirty (30) minutes of permit start time to complete a pre-event walk through. Applicant must also check out with facility staff fifteen (15) minutes prior to end of reserved time to conduct post-event walk through.
- No storage is permitted either before or after event.
- Staff is not able to sign for deliveries.
- Casino-type events are prohibited. •
- Children must be supervised at all times.
- Facility must be restored to pre-event condition. Trash must be placed in trash receptacles. Rental areas should be left clean.
- ٠ The City is not responsible for lost, forgotten, or stolen items.

I understand and agree to all of the rules as stated above.

Applicant Signature _____

Staff Signature

Date

Foster City Recreation Center and Community Center Rental Fees

Room Day of the Week Resident Non-Resident Monday -Thursday \$104/hr. \$156/hr. Lagoon Room \$182/hr. (5 hr. min.) \$260/hr. (5 hr. min.) Friday - Sunday Administrative Fee \$26 (flat fee) \$26 (flat fee) **Custodial Fee** For groups of over 100 \$52 (flat fee) \$52 (flat fee) Lagoon Rm Kitchen Fee \$78 (flat fee) \$78 (flat fee) Monday - Thursday \$52/hr. \$78/hr. Mist, Crane, Gull, Mallard, Bluebird, Spirit, Clipper, Sunfish, Port (LCC), Starboard (LCC), Sail (LCC). Conf (LCC) Friday - Sunday \$88.40/hr. \$104/hr. Bluebird Kitchen Fee \$104 (flat fee) \$104 (flat fee) Monday – Thursday \$41.60/hr. \$67.60/hr. Spray and Bow Friday - Sunday \$67.60/hr. \$88.40/hr. Monday – Thursday \$104/hr. \$78/hr. Wind (LCC) \$130/hr. (5 hr. min.) \$187.20/hr. (5 hr. min.) Friday – Saturday **Custodial Fee** \$52 (flat fee) \$52 (flat fee) For groups of over 80 Patio (with Wind Room) \$104 (flat fee) \$104 (flat fee) VIBE- Kitchen, Small Activity Rm, and \$91.50/hr. Monday - Sunday \$74.80/hr. Patio The VIBE- (Entire Facility: includes Kitchen, Small Activity Rm, Main \$156/hr. \$208/hr. Monday - Sunday Floor, and Patio) Administrative Fee \$26 (flat fee) \$26 (flat fee) **Custodial Fee** For groups of over 100 \$52 (flat fee) \$52 (flat fee)

Updated Fees Effective July 1, 2023

(LCC) = Library Community Center

- Deposit for Lagoon and VIBE is \$500.00; Deposit for Wind Room is \$350.00. Deposit for all other rooms is \$200.00
- Proof of insurance will be required for all parties or if serving alcohol.
- Custodial fee of \$52 required for all parties/events larger than 100 (80 for LCC).
- First change to a facility and park rental is free. For additional changes (location and date), Renter will incur a \$10.40 charge per change.

Non-Profit Organization Fee Structure

Updated Fees Effective July 1, 2023

Room	Day of the Week	Non-Profit Rate			
Lagoon Room	Monday – Thursday	\$57.20/hr.			
	Friday – Sunday	\$78/hr. (5 hr. min.)			
Administrative Fee		\$26 (flat fee)			
Custodial Fee	For groups over 100	\$52 (flat fee)			
Lagoon Rm. Kitchen Fee		\$78 (flat fee)			
Mist, Crane, Gull, Mallard, Bluebird, Spirit, Clipper, Sunfish, Port (LCC), Starboard (LCC) Sail (LCC),Conf(LCC)	Monday – Thursday	\$36.40/hr.			
	Friday – Sunday	\$52/hr.			
Bluebird Kitchen Fee		\$104 (flat fee)			
Spray and Bow	Monday – Thursday	\$26/hr.			
	Friday – Sunday	\$36.40/hr.			
Wind (LCC)	Monday - Thursday	\$57.20/hr.			
	Friday - Sunday	\$88.40/hr.			
Administrative Fee		\$26 (flat fee)			
Custodial Fee	For groups over 100	\$52 (flat fee)			

• To be eligible for this rate structure, groups must present the Parks and Recreation Department with their letter of non-profit status 501(c)(3)

• Deposit fees still apply

FOSTER CITY FACILITY RENTALS- MATERIAL BASED FEES

Recreation Center Material Fees							
Material	Fees						
Coffee Maker*	\$10.40						
Air Pots	\$10.40 for 3						
Portable Coat Racks*	\$10.40 each						
Portable Stage*	\$10.40 each piece (3						
	pieces = full stage)						
Podium*	\$10.40 each						
TV/DVD Combo	\$10.40						
Large Screen TV ((75")	\$50						
Portable Screen	\$10.40						
CD Player*	\$10.40						

The Vibe & LCC Material Fees							
Material	Fees						
BBQ Grill	\$15.60						
Patio Heater	\$15.60 each						
Patio Umbrella	\$15.60 each						
Cover for Pool Table	\$10.40 each						

IMPORTANT INSURANCE NOTE FOR RENTERS

The Foster City Recreation Center does not purchase insurance for rentals. Insurance is required to be provided by renters in the following situations:

- Any indoor party or reception (regardless if alcohol is served or not).
- Any outdoor picnic/party that is serving alcohol.
- Any other event that is determined to require insurance by the Foster City Parks and Recreation Department.

You may either request a Certificate of Liability insurance from your homeowner's or renter's insurance carrier, or you may purchase event insurance through a company like AAA, Geico or theeventhelper.com.

Any insurance certificate provided to the City must include the following (this information may be given to the vendor or insurance carrier so the certificate is properly filled out):

- 1. Date of the event
- 2. The City of Foster City requires a \$1,000,000 comprehensive liability insurance policy.
- 3. The City Of Foster City must be named as additional insured. Wording on the certificate should read: City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees and agents."

The additional insured address is:

City of Foster City/Estero Municipal Improvement District 650 Shell Blvd Foster City, CA 94404 ATTN: Dusty Landwehr

The certificate of insurance is due 30 days prior to your event. It can be emailed to <u>dlandwehr@fostercity.org</u>, or it may be U.S. mailed or dropped off at the Foster City Recreation Center at 650 Shell Blvd.

Please see the following page for an example of the Certificate of Liability Insurance and Endorsement that we will need for your rental.

ACORD	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
	DUCER				CONTAC NAME:		-			
	t First Insurance Agency, Inc.				PHONE (A/C. No	(855) 22	2-5919	FAX (A/C, No):		
	Box 60787 o Alto, CA 94306				E-MAIL ADDRES	aunnort@	nextinsurance			
					ADDILL			DING COVERAGE		NAIC #
					INSURE	01 I N		e Company, Inc.		12831
INCLOSED					INSURE					
	URNAME									
	REET ADDRESS Y, STATE, ZIP				INSURE					
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~~~				NUMBED, 5810611	INSURE	RF:				
	VERAGES CER HIS IS TO CERTIFY THAT THE POLICIES			NUMBER: 5810611				REVISION NUMBER:		
IN C	NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F EXCLUSIONS AND CONDITIONS OF SUCH F	QUIRI PERTA POLIC	emei Ain, Cies.	NT, TERM OR CONDITION THE INSURANCE AFFORDE	OF ANY	CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	ст то	WHICH THIS
INSR LTR		ADDL INSD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	X COMMERCIAL GENERAL LIABILITY					, i i i i i i i i i i i i i i i i i i i	· · · ·	EACH OCCURRENCE	\$	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,0	00.00
								MED EXP (Any one person)	\$15,00	0.00
А		x						PERSONAL & ADV INJURY	\$1.000	,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	,
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$2,000	,000.00
	OTHER:								\$	
								COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION							PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBEREXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
									-	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)         City of Foster City and Estero Municipal Improvement District, Its Council, officers, boards, commisions, employees, and agents as an Additional Insured on the General Liability policy on a primary and non-contributory basis. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.										
CE	RTIFICATE HOLDER				CANC	ELLATION				
City of Foster City Estero Municipal Improvement District 650 Shell Blvd Foster City, CA 94404				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHO	RIZED REPRESE	NTATIVE			

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED ADDITIONAL INSURED – PRIMARY INSURANCE

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

## Name of Additional Insured Person or Organization:

City of Foster City and Estero Municipal Improvement District, Its Council, officers, boards, commisions, employees, and agents. 650 Shell Blvd Foster City, CA 94404

- I. SECTION II WHO IS AN INSURED is amended to include the person or organization shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or

rented to you. However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- II. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the

Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**III.** Coverage provided to the additional insured shown in the **SCHEDULE** is afforded on i) a primary basis, ii) a noncontributory basis, or iii) a primary and noncontributory basis in accordance with the applicable written contract between you and the additional insured.

All other terms and conditions of the policy remain unchanged.