

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

# **Facility Rental Application**

APPLICANT				
Name of Individual/Organization:	□ Resident □ Non-Resident			
	🗆 Non-Profit 🛛 🗆 Business			
Contact Name:	Telephone #: Alternate Phone #:			
	( )			
Address:	Email:			
City/State/Zip Code:	If applying as a non-profit, please provide 501(c)3			
	Tax ID#:			
FACILITY REQUE	STED			
COMMUNITY CENTER	MODULAR UNIT RENTAL FEES			
Port Room     Wind Room	48'x40' Modular Unit - Portable1			
□ Sail Room □ Wind Room Patio	24'x40' Modular Unit - Portable 2			
Starboard Room	24'x40' Modular Unit - Portable 3			
□ Other				
EVENT INFORMA	ATION			
DAY/TIME	EVENT TYPE			
Date(s) Requested: to	City Use  Meeting			
	Employee Training     Private Party			
Day(s) of Week (checkmark): Su M Tu W Th F Sa	□ Fundraising □ Public Event (describe)			
Event Hours: (includes set-up & clean-up time)				
Start Time:am/pm End Time:am/pm	🗆 Other			
ESTIMATED ATTENDANCE:	EVENT DESCRIPTION:			
OTHER INFORMATION:	SET-UP REQUESTED :			
Will alcohol be served?  Yes No	Classroom  Theater Style			
Will alcohol be sold?  Yes No Permit #:	□ Square □ U Shape			
	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: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_



### **Rental Information and General Rules for Use**

#### APPLICATION

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. Non-

residents 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 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**

#### AGREE:

AGREE:

- 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.
- 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 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.
- Any group that stays past their permitted time will be charged 1.5x the rental rate.

#### **CANCELLATION / PERMIT CHANGES**

- To cancel reservations, please go to <u>www.fostercity.org/cancellations</u>. 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: \_\_\_\_

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.

AGREE:

AGREE:

AGREE:

- 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 type are prohibited.\*
- 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.
- Smoking is prohibited at all City buildings and public property.\*

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

#### **RENTAL POLICIES**

- Applicant must be on site and available at all times during event.
- Facility users may not charge a registration fee, admission 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.
- 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.
- 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 \_\_\_\_\_

\_ Date \_\_\_

Staff Signature \_\_\_\_\_ Date \_\_\_\_

# **Foster City Facility Information**

# **Alcohol and Insurance Guidelines**

The table below summarizes the Insurance and Alcohol Permit requirements by rental type for building and park rentals. Individuals or groups that need to obtain an Alcohol Permit should begin the process with the Parks and Recreation Department's Facilities Coordinator.

Rental Type	Building	Park	
Meeting – no alcohol	Not Required	Not Required	
Party – no alcohol	Required	Not Required	
Public event – no alcohol	Required	Required	
All private or public meetings, parties or events serving alcohol	Required	Required	
All private or public meetings,	Insurance required, must also	Insurance required, must also	
parties or events selling alcohol	obtain Alcohol Permit from ABC	obtain Alcohol Permit from ABC	

# **Facility Capacity Limits**

## **Community Center Room Capacity**

Room	Theater Style	Reception/Meeting Style	Square Feet
Wind	100	100 – meeting style 70 – classroom style	1,900
Port	40	30	850
Starboard	40	30	850

### Modular Unit Capacity

Room	Theater Style	Reception/Meeting Style	Square Feet
48x40 Unit			
28x40 Unit			

# Foster City Facility FY 24/25 Fees

Updated Fees Effective July 1, 2024

### **COMMUNITY CENTER RENTAL FEES**

Room	Day of the Week	FY 24/25 Resident	FY 24/25 Non-Resident
Dart Starboard Sail Conf	Monday -Thursday	\$55/hr.	\$82/hr.
Port, Starboard, Sail, Conf	Friday - Sunday	\$94/hr.	\$109/hr.
Wind	Monday – Thursday	\$82/hr.	\$109/hr.
wind	Friday – Sunday	\$137/hr. (5 hr. min.)	\$197/hr. (5 hr. min.)
Custodial Fee	For groups of over 80	\$55 (flat fee)	\$55 (flat fee)
Administrative Fee		\$26 (flat fee)	\$26 (flat fee)
Patio (with Wind Room)		\$109 (flat fee)	\$109 (flat fee)

## MODULAR UNIT RENTAL FEES (NEW)

Unit Size	Day of the Week	FY 24/25 Resident	FY 24/25 Non-Resident
48'x40' Modular Unit	Monday – Thursday	\$60hr.	\$92/hr.
	Friday – Sunday	\$107/hr.	\$125/hr.
Custodial Fee	For groups of over 80	\$55 (flat fee)	\$55 (flat fee)
24'x40' Modular Unit	Monday – Thursday	\$50/hr.	\$77/hr.
	Friday – Sunday	\$89/hr.	\$104/hr.

- Deposit for Wind Room is \$350. Deposit for all other rooms is \$200.
- Proof of insurance will be required for all parties or if serving alcohol.
- First change to a facility rental is free. For additional changes (location and date), Renter will incur a \$10 charge per change.

### **Non-Profit Organization Fee Structure**

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.

Room	Day of the Week	FY 24/25 Non-Profit Rate
		627.4
Port, Starboard, Sail,	Monday – Thursday	\$37/hr.
Conf	Friday – Sunday	\$52/hr.
Wind	Monday - Thursday	\$58/hr.
wind	Friday - Sunday	\$89/hr.
Administrative Fee		\$26 (flat fee)
Custodial Fee	For groups over 80	\$55 (flat fee)

## FOSTER CITY FACILITY RENTALS- MATERIAL BASED FEES FY 24/25

Updated Fees Effective July 1, 2024

Material Fees		
Material	FY 24/25 Fees	
Air Pots	\$11 for 3	
Coffee Maker	\$11	
Portable Stage	\$11 each piece (3 pieces = full stage)	
Podium or podium w/ mic	\$11	
Small TV (42")	\$20	
Large Screen TV (75")	\$50	
Microphone (wired or wireless)	\$11 per mic	
Portable Projector Screen	\$11	
Stanchions	\$15 for 2 includes topper	
Social Media Op Frame	\$11	

Community Center Material Fees		
Material	FY 24/25 Fees	
BBQ Grill	\$21	
Patio Heater	\$20 each	
Patio Umbrella	\$16 each	
Portable Bar	\$40	
Wind Room Projector & Screen (co/av)	\$20	

Outdoor Event Material Fees		
Material FY 24/25 Fees		
A-Frames	\$11 for 2	
Barricades	\$10 each	
Cord Covers	\$15 each	
Spider Box	\$55	
Traffic Cones	\$2 per cone	

# Foster City School and Audubon Elementary School - Rental Fees

Updated Fees Effective July 1, 2024

Room	Day of the Week	FY 24/25 Resident	FY 24/25 Non-resident
School MPRs	Monday-Thursday	\$52	\$99
	Friday-Sunday	\$115	\$141

# Foster City School and Audubon Elementary School - Rental Fees – Non-Profit

		FY 24/25	FY 24/25		
Room	Day of the Week	Resident Non- Profit	Non-resident Non-Profit		
School MPRs	Monday-Thursday	\$32/hr.	\$37/hr.		
SCHOOLIVIERS	Friday-Sunday	\$47/hr.	\$68/hr.		

- Deposit for School MPR Rooms is \$200.00
- To be eligible for the non-profit rate structure, groups must present the Parks and Recreation Department with their letter of non-profit status 501(c)(3)
- To be eligible for the **resident** non-profit rate, a roster must be presented showing at least 51% of the group to be Foster City residents in addition to the non-profit letter
- Deposit still applies
- Proof of insurance will be required for all parties or if serving alcohol.

# Special Non-Profit Facility Rental Fees – Non-Profit

Special Non-Profit Category	FY 24/25 Rate			
County-Wide Community Group	\$21/hr			
Foster City Based Non-Profit Community Group	\$11/hr			
City Use or City Affiliated Community Group	No charge			

# **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 670 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 Vibe Teen Center at 670 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:						
	xt First Insurance Agency, Inc.				PHONE (855) 222-5919 FAX						
	Box 60787 o Alto, CA 94306				A/C. No E-MAIL		nextinsurance	(A/C, No):			
						ADDRESS. 11 C					
					INSURER(S) AFFORDING COVERAGE  INSURER A State National Insurance Company, Inc.				12831		
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	UR NAME				INSURE						
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		ADDL S		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S		
	X COMMERCIAL GENERAL LIABILITY	Γ			Ţ			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	\$	,	
								PRODUCTS - COMP/OP AGG	\$2,000	,000.00	
	OTHER:								\$		
	AUTOMOBILE LIABILITY							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	φ		
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE								•		
	OFFICER/MEMBEREXCLUDED?	N / A						E.L. EACH ACCIDENT	\$		
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE			
	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 670 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.							
	AUTHORIZED REPRESENTATIVE										

## 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.