



CITY OF WHEATLAND PARK & FACILITY APPLICATION AND AGREEMENT

I/we apply for permission to use a City of Wheatland park or facility for the event or activity described below:

Name of Applicant(s): _____ **Date:** _____

If Applicant is a business, organization or entity other than a person, then include:

Name of responsible person(s): _____

Address: _____

Daytime Telephone: _____

Request Use Of:

- | | |
|--|-----------------------------------|
| _____ Community Center Hall | _____ Spruce Ave Park |
| _____ Community Center Kitchen | _____ Wheatland Ranch Park |
| _____ Community Center Conference Room | _____ C Street Park |
| | _____ McDevitt Drive Toddler Park |
| | _____ Front Street Park |

Purpose of Rental:

Date(s): _____ **Hours:** _____

Maximum no. of guests/attendees/participants/invitees: _____ (if multiple day event, insert maximum attendance per day)

Special Exposures

Yes **No**

- | | | |
|---|--------------------------|---|
| Vendors, exhibitors, concessionaires? | <input type="checkbox"/> | <input type="checkbox"/> If yes, provide a list. |
| Caterer? | <input type="checkbox"/> | <input type="checkbox"/> If yes, provide name. |
| Entertainment or recreation activities? | <input type="checkbox"/> | <input type="checkbox"/> If yes, provide description. |
| Alcoholic beverages <u>served</u> ? | <input type="checkbox"/> | <input type="checkbox"/> |
| Alcoholic beverage <u>sold</u> ? | <input type="checkbox"/> | <input type="checkbox"/> |
| Persons under 21 to attend? | <input type="checkbox"/> | <input type="checkbox"/> |

Signature(s) of responsible person(s) submitting application:

_____ [sign here]

_____ [sign here]

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Facilities

Many City parks and the Community Center throughout Wheatland can be rented for private events. Renting parks is based on a first-come, first-served basis. All organizations wanting to reserve a City park or the Community Center should make reservations for those facilities at least thirty (30) days prior to an event.

C Street Park

The C Street Park is slightly less than four acres. Use of the whole park includes nine tables, large barbecue pit and ball field with lights. The park is landscaped with grassy areas great for a large outdoor event. The C Street Park has restroom facilities.

Community Center

For that special party or meeting, consider the beautiful new Community Center. The Community Center is located on C Street and has:

2945 sq. ft. Assembly Area :
Maximum Occupancy: 297
433 sq. ft. Conference Room
393 sq. ft. Kitchen

Wheatland Ranch Park

The Wheatland Ranch Park is slightly more than one acre, located on Anderson Street. The park is landscaped with a grassy area great for a small outdoor event. There are two tables, one barbeque pit and a playground with equipment. Wheatland Ranch Park has no restroom facilities.

McDevitt Drive Toddler Park

The McDevitt Drive Toddler Park is .57 acres. The park is landscaped with a grassy area and playground equipment for toddlers. McDevitt Drive Toddler Park has no restroom facilities.

Front Street Park

The Front Street Park is .43 acres. The park is a grassy area and has a gazebo. The Union Pacific Railroad runs adjacent to the park and there is no fencing between the tracks and the park area. There are no tables, barbecue pits, playground equipment or restroom facilities.

Spruce Avenue Park

The Spruce Avenue Park is slightly more than two acres. The park is landscaped with grassy areas great for an outdoor event. There are four tables, four barbeque pits, a playground with equipment and a shade structure. Spruce Avenue Park has no restroom facilities.

Facility Group Classifications

Group 1 No fee	City of Wheatland sponsored and co-sponsored events; other Governmental agencies serving the City of Wheatland.
Group 2 Cost will be 50% of fees listed below	Non-profit, civic, athletic, social organizations, churches and Schools which are located and based in the City. Applies to those functions that Provide a service to the community of Wheatland. Must provide a non-profit number. Main Hall- \$33.75 Per Hour; \$270 Per Day Kitchen- \$5 Per Hour; \$40 Per Day Conference Room- \$13 First Hour; \$10 Each Additional Hour.
Group 3 Cost will be 75% of fees listed below	City resident private parties, employee organizations, political Candidate fundraisers and social events. City resident non-profit functions that do Not meet Group 2 criteria. Non-resident, non-profit, civic, social organizations and Schools. Main Hall- \$54.60 Per Hour; \$405 Per Day Kitchen- \$5.75 Per Hour; \$45 Per Day Conference Room- \$20 First Hour; \$17 Each Additional Hour.
Group 4 Cost will be 100% of fees listed below	City resident commercial, business, and profit-making activities. Non-resident private parties, employee associations, commercial, business, profit making organizations and churches. Main Hall- \$90 Per Hour; \$720 Per Day Kitchen- \$10 Per Hour; \$80 Per Day Conference Room- \$35 First Hour; \$30 Each Additional Hour.

TERMS AND CONDITIONS

Use of the parks or facility is conditioned upon Applicant's compliance with the following terms and conditions:

1. **Fee.** Applicant shall pay a use fee to the City in accordance with the following rates: **Check appropriate box**

Community Center – Private person or organization:

- a. Indoor event: **\$90.00 per hour or \$720.00 per day maximum.**
- b. Conference room: **\$35.00 for the first hour, \$30.00/ each additional hour.**
- c. Kitchen: **\$10.00 per hour or \$80.00 maximum.**

Parks: Note all parks are open to the public free of charge on a first come, first served basis. However, if you wish to reserve them for a private function or event the following rates apply:

- a. Parks without rest rooms: **\$100.00 per event, \$50.00 deposit.**
- b. C Street Park: **\$150.00 per event in the small area, \$50.00 deposit.**
- c. C Street Park: **\$200.00 per event in the large area, \$50.00 deposit.**
- d. C Street Park Bathrooms: **\$40 per event, \$40.00 deposit. * Required to clean after use for deposit back.**

For rates (a) to (c) involving events that span more than one day, the applicable event fee shall be paid for each day of the event, unless otherwise provided by the City Council.

2. **Cleaning/Security Deposit.**

(a) Applicant shall post a **\$500** cleaning and security deposit with the City for all events.

[] i. In cases of hardship or for good cause involving a charitable or non-profit organization or public agency, the City Council, in its sole discretion, may reduce the amount of the security/cleaning deposit up to 50%.

(b) The cleaning/security deposit will be fully refunded within 15 business days after City inspection of the park/facility and premises, provided that (i) the park/facility and premises are clean and orderly, (ii) there was no damage to the park/facility, furniture or furnishings, (iii) Applicant and its guests, participants attendees and invitees fully complied with the conditions of this Agreement, and (iv) the City Police Department and or fire department was not required to respond as a result of any incident, complaint, conduct or behavior connected with the event. If the City finds that any of these four conditions was not satisfied, the then City shall retain all or a portion of the deposit, depending upon the extent of costs to the City and/or extent and nature of the violation.

3. **Payment Deadline.** The rental fee and cleaning/security deposit shall be paid to the City Clerk at least **14 days prior** to the date of the event. If the fee and deposit are not timely paid, then this Agreement shall be of no force and effect, and the City may allow the park or facility to be used by another user.

4. **Limits on Use.** Applicant shall use the park or facility solely for the event or activity described in this Application. Applicant shall provide access to the park or facility for inspection by authorized City employees at any time.

5. **Capacity Limits.** The number of persons using the park or facility shall not exceed the limit stated in the application or the building occupancy limit.

6. **Hours of Use Limits.** Any indoor music or entertainment shall cease by 11:00 p.m. Any outdoor music or entertainment shall cease by 10:00 p.m. All events shall be concluded and the park/facility vacated (except for cleaning persons) by midnight unless written permission is granted for a longer period of usage.

7. **No Damage.** Applicant and its guest, participants, attendees and invitees shall not damage, deface, destruct or harm the park or facility, including all interior and exterior walls, floors, ceilings, fixtures, furniture and furnishings. If Applicant or a guest, participant, attendee or invitee damages, defaces, destructs or harms the park/facility or furnishings, then Applicant shall be liable for the costs of the necessary repairs or replacements, including costs that may be in excess of the cleaning/security deposit. Within 12 hours after the end of the event, Applicant shall clean the park or facility so it is in the same condition as when delivered. Applicant shall give prompt written notice to City of any damage or destruction to the park or facility. **Note: No backing up on lawn surrounding community center for unloading or loading.**

8. **Nontransferable and Cancellation.** The permission granted to use the above-described park or facility is not transferable or assignable. Either party may cancel this Agreement by giving the other party written notice of cancellation at least fourteen days prior to the event. If Applicant does not use the facility but fails to **cancel within fourteen (14) days** of the Agreement, then the deposit will be refunded but Applicant shall forfeit refund of the **rental** fee. If the Agreement is cancelled within **fourteen (14) days**, then City will refund the fee and deposit less a \$50 processing fee.

9. **Indemnification.** Applicant shall indemnify, defend, protect and hold harmless City and its officers, employees, agents and volunteers from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses, including attorneys' fees, arising from or in connection with, or caused by (a) any act, omission or negligence of Applicant or its guests, participants, attendees, invitees, employees, officers, agents, or contractors, or (b) any use of a City park or facility, or any accident, injury, death or property damage occurring in, on or about the park or facility.

10. **Insurance.** Applicant at its sole cost and expense shall procure and maintain for the event commercial general liability insurance with limits of at least \$1,000,000 per occurrence and in a form acceptable to the City. The policy shall be endorsed to name the City at **101 C Street**, and its officers, employees, volunteers and agents as additional insureds. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Applicant's insurance. At least three days prior to the commencement of the event, the Applicant shall provide to City a certificate of insurance evidencing this coverage, and an

endorsement on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage. The City requires either host liquor liability or dram shop liability (liquor liability for those in the business of serving alcohol). If the renter can not comply with the City's insurance requirements, the City can offer special events coverage.

City may cancel an event or activity if the Applicant fails to provide proof of adequate insurance coverage. In case of such cancellation, then the deposit will be refunded but Applicant shall forfeit refund of the fee.

11. **Assumption of Risk.** Applicant agrees to use the park or facility and furnishings and equipment solely at its own risk and Applicant and all those claiming by, through or under Applicant hereby release City, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, loss of or damage to the equipment, business, or personal property, arising directly or indirectly out of or from or on account of use of the park or facility.

12. **Alcoholic Beverages.**

(a) If alcoholic beverages are to be served, Applicant shall provide at least two licensed, uniformed, bonded security guard for each 100 persons expected to attend the event (as stated on the application). Prior to commencement of the event, the Applicant shall obtain from the City Police Department and provide to the security guards a list of responsibilities that will be enforced by the security guards. All required security guards must remain at the park or facility for the duration of the event and until all guests, attendees, participants and invitees have vacated the park or facility (except for cleaning persons) and the parking area.

(b) If Applicant is to sell alcoholic beverages at the event, then at least 24 hours prior to the commencement of the event, Applicant shall provide to the City Police Department a copy of the daily on-sale general license or other appropriate license from the State Department of Alcoholic Beverage Control. Failure to obtain the daily on-sale general license or other appropriate license from the State Department of Alcoholic Beverage Control shall be grounds for the City to cancel the reservation. In such case of cancellation, then the deposit will be refunded but Applicant shall forfeit refund of the fee.

(c) If the application indicates that alcoholic beverages will not be served at the event, then the Applicant shall take appropriate measures to ensure that no guests, participants, attendees or invitees bring alcoholic beverages into the park or facility.

13. **Events Not Serving Alcoholic Beverages.**

(a) If no alcoholic beverages are to be served, Applicant shall provide at least one licensed, uniformed, bonded security guard for 100 or more persons expected to attend the event (as stated on the application). Prior to commencement of the event, the Applicant shall obtain from the City Police Department and provide to the security guards a list of responsibilities that will be enforced by the security guards. All required security guards must remain at the park or facility for the duration of the event and until all guests, attendees, participants and invitees have vacated the park or facility (except for cleaning persons) and the parking area.

14. **Compliance with Laws.** Applicant and its participants, guests, attendees and invitees shall comply with all applicable federal, state and local laws and regulations, including all permit and license requirements.

15. **Remedies.** If Applicant fails to comply with any of the terms and conditions of this Agreement, then, in addition to any other remedy, the City may refuse to license any City park or facilities to Applicant in the future.

16. **Special Conditions (if any).**

(a) _____ (b) _____

Application approved subject to payment of fees, posting of security/cleaning deposit, proof of insurance, and compliance with basic terms and conditions and special conditions (if any).

By: _____ Date: _____
Community Center Coordinator

Any exceptions to published information must be approved by:

By: _____ Date: _____
City Manager, City of Wheatland

Applicant acceptance:

I/we have read and understand the basic terms and conditions and special conditions described above, and I/we, on behalf of myself/ourselves and Applicant, agree to abide by and strictly enforce them as a condition of use of the above-described City Park or facility.

Date: _____

_____ **[sign here]**

_____ **[print name]**

_____ **[sign here]**

_____ **[print name]**

