



Jim Porter Recreation Center Facility Rental Agreement

Capacity: 200 Dining; 250 Reception / Indoor Facility

PERMIT # _____

Reservations:

- Event may **not** exceed the maximum capacity. Penalties can include, but are not limited to, shutting down event, charges to the security deposit and/or sheriff notification.
- Permit holder must be at least 21 years of age and remain in attendance throughout entire event.
- 50% of the basic rental fee is required to hold a date. (See Policies & Procedures for more information).
- Final payment and the security deposit are due no later than 90 days prior to the event. (More information regarding security deposits is in the 'Post-Event Clean-Up' section.)
- Facility rental applicants that provide a **written cancellation** to the department 90+ days prior to the event shall be entitled to receive a 100% refund of rental fee payment. Written cancellations received less than 90 days prior to the event shall **NOT** be entitled to receive a refund of building rental fees exclusive of fees for security, cleaning, insurance, and set-up.
- Payments accepted: checks made payable to City of Vista, credit card (Visa or MasterCard), cash and money order. Signed contract required in order to book the facility.
- Children must be supervised by an adult at all times during the use of the facility.
- Rental does **not** include the outside patio area, surrounding park locations or other rooms in the building. It is a public park and building; city staff cannot prevent public use during a facility rental.
- A beer & wine permit will **not** be allowed for any youth-oriented event such as, but not limited to, quinceaneras, youth birthday party, baptism, high school graduation, sweet sixteen, Bar Mitzvah.
- A beer & wine permit costs \$100, and its use requires security (see 'Security' section). Beer &/or wine may **NOT** be consumed prior to start of event time; if it is being sold, a proper license must be obtained. Events with beer & wine permits may not exceed 5 hours of event time. Only beer in cans (no kegs), wine & champagne only not exceeding 14% alcohol content is allowed.
- Events without a beer & wine permit may last a maximum of 8 hours, not including set-up and break down time.
- ALL events must end by 10:00 PM. Beer and wine service and music must stop at 10:00 PM, **no exceptions**.
- Absolutely **NO** live animals are permitted in the facility at any time with the exception of service animals.
- All city parks & facilities are smoke free. Designated smoking area is *at least 20 feet from the facility*.

Renter's Initials

Decorating Guidelines & Set-Up Time:

- Every hour the facility is in use by the renter is charged at the hourly rate. **This includes set-up and break-down time.** If the renter wants to set up in the morning and come back later for the event, **the hours in between will be charged.** If the event exceeds the time allotted on the permit, the time will be charged to the security deposit at the hourly rate.
- Caterer preparation, music/DJ equipment set-up, and rental equipment drop-off are included in this time. All rental equipment must be approved by the City of Vista prior to the event with the exception of linens.
- Table decorations and freestanding decorations are allowed. **No nails, staples, scotch tape, etc.** Decorative lights may be used but cannot be attached to the facility.
- Table and chairs are provided, but it is the renter's responsibility to set them up.
- Candles must be contained in a glass votive holder, and luminaries are not allowed as per the Vista Fire Department.
- All decorations must be removed by the permit holder and discarded appropriately.
- Individually wrapped candy is not allowed. No throwing of confetti, rose petals, rice, birdseed or similar items due to maintenance guidelines.
- **Glitter of any size is not allowed at any time.**
- Trash cans must remain in the facility at all times.

Renter's Initials

Caterer / Music / Rentals:

Caterer/Kitchen Use:

- Caterer is not required at this location. If, however, the event is catered, then caterers must supply the City with the following: *City of Vista business license (can be purchased for one-time use), county health permit, and a one million dollar liability policy naming the City of Vista additionally insured with an endorsement.*
- Use of the kitchen is included with the rental of the facility. The cleaning contract includes down surfaces, trash removal, sweeping and mopping the kitchen, but the renter is responsible for removing all personal items from the facility, oven, microwave(s), refrigerator and freezer. Maintenance fees may be deducted from the security deposit for leftover items.
- Barbecues are permitted to be set up on the asphalt outside the kitchen. **A piece of plywood or tarp must be placed underneath the barbecue on the concrete to avoid grease stains.**

Music

- Live and amplified music (DJ) are allowed at a level within City of Vista and San Diego Noise Ordinance regulations. To ensure appropriate noise levels and to accommodate neighbors, all doors must remain closed while music is playing.

Rentals

- Rental companies must drop off and pick up equipment within the hours specified on the facility use contract. All rental equipment must be approved by the City of Vista prior to the event with the exception of linens.

Renter's Initials



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Insurance:

- Facility rental applicants shall provide acceptable documentation of liability insurance or purchase insurance through the City of Vista. This applies to all events at this location. All insurance shall be a \$1,000,000 comprehensive general liability insurance naming the City of Vista as additional insured on an 'Additionally Insured Endorsement' with a 30 day notice of cancellation.
- Renter may purchase insurance provided through HUB International Insurance Services and a certificate will be e-mailed. This is for the renter's record. Cost of insurance may vary based on the type of event and the number of people. If Renter is purchasing insurance through HUB, Recreation Representative will email link and code. Certificate of
- Insurance must be provided to Recreation Representative no less than 7 days prior to event. Renter's Initials

Security:

Security is scheduled by the City of Vista and will be *on-site for the entire event plus 1/2 hour before to 1/2 hour after*. The cost is \$42 per guard with a 5-hour minimum. Permit holder **cannot** supply their own security. Security is scheduled as follows:

- Youth/teen-oriented events require 3 security guards.
- If anticipated attendance exceeds 100 guests, one security guard is required.
- Security is required any time there is live music &/or there is a beer & wine permit at a ratio of 1 guard to 100 guests, 2 guards to 101-200 guests, and 3 guards to 201-250 guests.
- Security ensures that the renter is following the guidelines set forth in this agreement. They are contracted by the city, not the renter. Renter's Initials

Post-Event Clean Up:

- All events must end by 10:00 PM. This is non-negotiable. Charges will be assessed and may be deducted from the security deposit as needed.
- Renter has **one hour** after event to clear out of the facility. All equipment rentals such as dance floors, tables, chairs, etc. must be picked up during this time.
- Renter must remove **all** items brought into the facility within the hour allotted, including items to be thrown away such as decorations and leftover food. Please place in trash or recycling receptacles.
- The renter is responsible for **all** items brought into the kitchen. Check the refrigerator, freezer, oven and microwave(s) prior to leaving the facility. Maintenance fees can apply if items are left in any of these areas and will be deducted from security deposit.
- Cleaning service will empty trash cans, put away tables & chairs, clean restrooms, sweep and mop in order to leave the facility in acceptable condition for city business.
- Any extensive cleaning is the renter's responsibility and may be deducted from the security deposit.
- Ice, hot/cold beverages or any liquids may not be dumped on landscaping areas. Please use the large sink in the kitchen to dispose of these items.
- Renter is **NOT** to leave the facility without checking out with city staff to sign off on the 'Facility Use Checklist'. Without this, the security deposit will be held until everything is checked and cleared. Renter's Initials

RENTER MUST READ AND INITIAL ALL ITEMS PRIOR TO SIGNING THIS CONTRACT.

Any changes or amendments to this contract must be made at least 7 business days prior to event in order to be considered for approval. Changes must be done during regular business hours, Monday-Friday 10:30 AM-5 PM. Changes can include but are not limited to extra set-up time, additional event time, number of anticipated guests and/or beer & wine permit. Changes cannot be made on the day of the event.

PLEASE NOTE: *If group exceeds departure time listed on facility use permit or if additional cleanup is needed at time of departure, the renter will be charged the event hourly rate for the time which will be deducted from the security deposit. Renter must understand and comply with all of the above listed information and understand that they are solely responsible for their portion of the clean-up immediately following their event. The renter will leave the facility in acceptable condition for the contracted cleaning service. Deposit can and will be charged for any extensive or out of the ordinary cleaning.*

Responsible Party Name (Print)

City Representative Signature

Responsible Party Signature

Date