

PAYMENT/CHARGES/REFUNDS

1. Reservations must be made in person at the appropriate location up to one year in advance of the requested reservation date.

If a reservation is made less than 30 days, the reservation must meet the following criteria:

- **APPROVAL OF RECREATION SUPERVISOR**
 - **FACILITY STAFF AND POLICE OFFICERS ARE AVAILABLE FOR EVENT (THIS WILL TAKE THREE DAYS)**
 - **ALL FEES WILL BE CASH OR CREDIT CARD ONLY**
 - **100% OF PAYMENT IS DUE DAY APPLICATION IS SUBMITTED**
2. A refundable deposit must be made at the time of application. The refundable deposit is returned after the event in full, ***IF*** there is no cleaning and damage charges occurring from the event.
 3. The balance of the facility use fees and any special fee must be paid in full thirty (30) days prior to the date of reservation, or the reservation shall be deemed canceled.
 - **EVENT IS ON _____**
 - **ADDITIONAL HOURS MUST BE REQUESTED AT THIS TIME.**
 - **THERE IS A \$20 FEE FOR ANY CHANGES TO A RESERVATION.**
 - **A COPY OF THE INVITATION MUST ACCOMPANY FINAL PAYMENT.**
 4. If the facility is in satisfactory condition at the event's end and is indicated on the evaluation form, the group will be refunded the Cleaning and Damage Deposit in full. The refund will be processed one (1) week after the event. If paid by check or cash; a check will be mailed to the responsible party within 8-10 weeks after the event. If paid by credit card, the amount of the Cleaning and Damage Deposit will be credited to your credit card account 2-3 weeks following the event.
 5. The individual and/or organization granted use is responsible for reimbursing the City of San Jose for any additional loss and/or damage to the property caused by such use.
 6. A service charge of \$35 will be made for all returned checks.
 7. **CANCELLATION CHARGES FOR ALL RESERVATIONS:**
 - A. If a cancellation is made more than sixty (60) days prior to event date, the applicant shall be subject to a 25% cancellation fee(s)
 - B. If cancellations are made within sixty (60) days but more than thirty (30) days prior to event, applicant will be subjected to a 50% cancellation fee.
 - C. If cancellations are made within thirty (30) days or fewer of the event date, applicant will be subject to a 75% cancellation fee.
 - D. If cancellation notice is given less than forty-eight hours of event date, applicant will be subject to a 100% cancellation fee.

Applicant/Authorized Signature

Date

DAY OF EVENT: SET-UP/DECORATION/CLEAN UP

1. The door will not open before the time indicated on the application.
2. The facility may be reserved on Saturdays and Sundays 10:00am to 10:00pm (*hours of operation vary by location*). All dancing and other entertainment must be concluded one hour before your end time specified on your contract the last hour is reserved for clean up. The parking lot must be vacated no more than 15 minutes after the rental has ended.
 - A custodial fee will be deducted from the cleaning and damage deposit for any group leaving the premises in such a condition that additional clean-up is necessary. The applicant must inspect the premises with the building attendant at the beginning and at the end of use to determine facility condition.
 - Any party leaving the premises without cleaning up will be held liable for the additional custodial charges beyond the original cleaning and damage deposit.
3. You and your designated agent will be required to do a pre and post event walk through of the facility and sign the release form. This process will determine and begin your damage/cleaning deposit refund.
4. The Community Center does not provide equipment (microphones, stereos, sound system, ladders and over head projector).
5. **Events going over the schedule ending time will be charged 2 times the hourly rate on the application for each hour or fraction thereof. All time exceeded will be charged in one hour increments. This fee will be deducted from the cleaning and damage deposit.**
Also, staff and officers will need to stay until the building is vacated; therefore, the staff and officers will also charge a fee at their current staffing rate.
6. No decorations by facility rental groups can be used on walls or windows. Cellophane adhesives, nails, tacks, screws, staple, etc. on walls or windows are prohibited. All helium balloons must be secured. There is a \$5.00 fee and staff fees to remove any balloons left behind.
7. The following items may ***NOT*** be used for security and/or safety purposes:
 - **CANDLES (OR OPEN FLAMES) (BIRTHDAY CANDLE IS ALLOWED DURING THE DURATION OF THE BIRTHDAY SONG NO EXCEPTIONS)**
 - **MYLAR BALLOONS (\$5.00 PER BALLOON FOR REMOVAL)**
 - **GLITTER**
 - **FOG MACHINES**
 - **BUBBLE/BUBBLE MACHINES**
 - **NO LADDERS**
 - **NO STANDING ON TABLES OR CHAIRS**
8. At no time shall exit signs be covered or doorways obstructed.
9. Any and all items (dishes, equipment, etc.) brought into the facility by the applicant must be removed at the end of the party. All party/event items can not be stored on site (no exceptions).
10. No special deliveries may be made prior to your time specified on your contract. This includes: CAKE, MUSICIANS, FLOWERS AND CATERERS.
11. The heating and cooling system is controlled by a computer downtown City Hall. The community center staff is not able to adjust the room temperature.
12. Decorations such as plants or large trees must be fire retardant and tagged with an official fire retardant tag. Any foliage not tagged will not be permitted inside the facility.

SECURITY/ ALCOHOL

1. An adult must sign the application(s) for use by a youth group. Adult sponsors or chaperons must be present at all youth group functions. A ratio of 1 adult chaperone to 15 youth is required.
2. The officer(s) is/are schedule to be present from the time your event starts until the end of the event (this includes clean up).
3. No alcoholic beverages may be consumed by individuals less than 21 years of age during ANY event. **Failure to comply will result in closure of the event and forfeit all fees, charges, and deposits, etc. (This includes MARRIAGE "TOASTS")**
4. Only beer, wine, sake, and champagne are allowed. Absolutely **NO HARD LIQUOR, NO EXCEPTIONS**
5. Alcoholic beverages may not be sold.
6. A minimum of one officer is required for all events, **NO EXCEPTIONS**. An event with alcohol is required to have two (2) Officers **NO EXCEPTIONS**.

The Community center staff will arrange for the San Jose Police Officers, who will be paid by the applicant at the current wages. No volunteers or family friend(s) may be used as security. The payment must be paid at the start of each event in cash, money order or cashier's check. **NO PERSONAL CHECKS**.

7. **Alcohol can not be served until Officers arrive. Alcohol is limited to the room reserved. Alcohol is prohibited in the lobby area, courtyard, parking lot, or in the park.**
8. At the time the officers are booked, the officer in charge may deem it necessary for an additional officer to be booked for that event. This decision is made in the best interest of all parties involved. You will be notified if an additional officer is booked and you are required to pay the additional fee in the form of cash, or money order at the time the officer arrives.

MISCELLANEOUS:

1. Children must not be left unattended on the premises, **THIS INCLUDES THE PATIO AREA.**
2. Please provide additional contact person(s) name during the event that may take responsibility of the event, pre and post Walk-Through:

1. _____
2. _____
3. _____

The person(s) listed above will be responsible to conduct the pre-walk through and the post-walk through of the facility and sign the Facility Walk-Through Form with the hired facility attendant on duty.

Applicant/Authorized Signature Date

3. Liability insurance holding the City of San Jose harmless may be required of groups who are to engage in activities which may be deemed to be reasonable high risk to participants or spectators, as determined by the Recreation Supervisor.
4. No advertising shall be exhibited, no solicitation, and/or sales be made in the building or on the grounds without the written permission of the center director.
5. Gambling or unruly conduct is **PROHIBITED**, this includes Raffles. Please contact the SJPD Vice division at (408) 277-4322.
6. The attendant on duty, as a representative of the Department of Parks, Recreation and Neighborhood Services, has the authority to dispense any group for failure to comply with these rules, and **THE GROUP WILL FORFEIT ALL FEES, CHARGES, DEPOSITS, etc.** Future use of the facility may be denied for failure to abide by these rules.
7. The Department of Parks, Recreation and Neighborhood Services is not responsible for accidents, injuries, or loss of individual property.
8. The room capacity will vary by location. For safety reasons, parties/events cannot exceed the room capacity. If the party/event exceeds the room capacity, the facility attendant and/or Officer(s) have the authority to **SHUT DOWN** the event before the schedule ending time. (REFER TO #6)
9. No verbal agreement for use of facilities shall be made nor in any way be binding.
10. The City of San Jose reserves the right to cancel any use of the facilities and/equipment in emergency situations, unplanned maintenance, or when necessary for the safety of the customers. The City of San Jose will provide full refund of all fees and deposits paid.
11. Smoking is not permitted inside City facilities or within 25 feet of the building.
12. **RENTAL POLICIES AND RENTAL RATES ARE SUBJECT TO CHANGE.**

ACCEPTANCE:

I have read, understand, and accept both the **Reservation Policies Summary & PRNS Facility Use Rules and Regulations** and accept usage and will comply with the rules of the Department of Parks, Recreation and Neighborhood Services. *Full PRNS Facility Use Rules and Regulations will be provided upon request.

Applicant/ Authorized Signature Date

Staff Signature Date

NOTES: