



Town of Yountville
Parks & Recreation Department
Community Center – User Regulations

INTRODUCTION

The Town of Yountville adopted the following rules and regulations March 2015.

Recreation buildings and/or facilities under the jurisdiction of the Town of Yountville Parks & Recreation Department are primarily intended for recreational use in conjunction with the Department's activities and for public use by reservation for private events. The nature of use should be appropriate for the type of facility requested (example: wedding receptions in the Heritage room, sports events in the Generations Room etc.) The following information contains facility rules and proper procedures for reservations of the Community Center.

Community groups and individuals shall be permitted to make use of the Community Center facilities for recreational, educational, cultural, and other worthwhile purposes regardless of race, color, creed, religion, gender, national origin, age, or disability when such uses **do not conflict with scheduled Parks & Recreation Department programs, and** in accordance with the following rules and regulations:

On March 6th the Yountville Town Council formally approved a new ordinance designating the Town of Yountville Parks and Recreation areas as “No Smoking” areas and prohibits the use of tobacco products and marijuana in parks and recreation areas. This area also includes the Community Center, outdoor lawn / patio area and adjacent parking lot. Please abide by this ordinance while attending events at the Community Center

1. RESERVATIONS

An application for use of the Community Center Complex and a suggested event diagram must be submitted and approved by the Community Center Manager or his/her designee at least (15) working days prior to the date of usage. Applications will be taken on a first come, first serve basis. Reservations will not be accepted if there are unpaid bills from a previous use or activity. To put an event on the schedule a refundable security deposit of \$600 and 50% deposit of the estimated rental fees has been received as well as a completed rental application and approval by the Community Center Manager. This process can be completed by mail, email, or by during Community Center business office hours of 9:00 a.m. to 5:00 p.m. Monday through Friday or by appointment only on weeknights. Telephone inquires as to available dates **should not** be considered as confirmed reservations.

For events where alcohol is served or sold, the applicant must be 21 years of age or older. All other reservations can be made by someone 18 years of age or older.

Applications may be filed up to two years in advance.

A separate reservation form must be filled out for each event. If an event includes two consecutive dates, one form will suffice. If however, various events are being applied for, each event requires a separate form. The person signing the application must be present at the event and will be considered the person in charge of the event unless otherwise noted and approved by the Community Center Manager. The behavior and conduct of the event's guests are the applicant's responsibility.

2. SET UP

The rental of the Heritage Room, Generations Room and patio includes tables, chairs and one Building Attendant. Your rental application must include set-up time and clean up time. This is billable time and will be considered into your fee. If additional time is needed for set up after the contract has been signed, the Community Center Manager must be notified no less than thirty (30) days prior to the event and the regular hourly room rate will be charged for hours needed immediately prior to the event, as availability allows. Requests to modify the rental agreement less than thirty (30) before the event will result in a \$150 change fee. The renter is responsible for all set up including the set up of all tables and chairs with the assistance of the Building Attendant. This includes the patio and lawn areas. Outside tables or chairs may NOT be brought into the facility without prior authorization from Community Center Manager.

3. HOURS OF OPERATION/BOUNDARIES

Areas may be rented from 6:00 a.m. until midnight. All parties and /or events must end by 11:00 p.m. All guests must depart the facilities and parking areas no later than 12:00 a.m. - midnight. Caterers and clean up crews must exit the facility by 12:00 a.m. midnight. The barbeque / patio area may be used from 9:00 a.m. to 10:00 p.m. and outside clean up must end by 11:00 p.m.

Activities must only take place in the space reserved. When outdoors, activities MUST remain in the patio / grass area, and are not allowed to spill over into the parking area, the adjacent path or Bardessono Hotel area. Complaints from neighboring businesses requiring response by staff or the Sheriff's Department may result in your deposit not being refunded.

Barbeques or cooking equipment beyond what the town provides may be permitted upon the consent of the Community Center Manager and must be requests 30 days prior to the event.

4. PAYMENT OF FEES/DEPOSITS

Fees and/or deposits can be paid by VISA, MasterCard, Check, or Cash. Fifty percent (50%) of total rental fees and the \$600 security deposit are due at time of booking. Rental fee balances will be due and payable 90 days prior to the event. All groups renting within 90 days of event will pay full fees and deposits at time of booking. Checks should be made payable to the Town of Yountville.

5. SECURITY DEPOSIT

A refundable security deposit is required for rental of rooms at the time the reservation is made. A determination as to the amount of the deposit to be refunded will be made by the Community Center Manager based on the status of cleanup and any damage or complaints associated with the activity. Processing of the refundable portion of the deposit will not be initiated until all cleaning and damage costs have been determined. The Town reserves the right to withhold any portion of a security deposit in order to cover the cost of damage; excessive cleaning; storage of renter's equipment; callout time of the Sheriff's Department or additional labor required to address event problems. Labor costs will be deducted at the fully burdened rate of the responding employee for any additional unscheduled, unanticipated staffing requirement or unforeseeable security issues resulting in lack of planning of the renter from the security deposit. Any costs related to the need for replacement of missing equipment or materials will be deducted from the security deposit at FULL replacement cost. Refunds may take up to thirty (30) days to process depending on the method of payment.

The security deposit may be waived for non-profit groups and public agencies conducting meetings, testing, and other activities, which require little or no cleanup and are low risk for potential damage per the discretion of the Community Center Manager.

6. CLEAN UP

Renters are required to pay to have the Town's contracted janitorial service provide cleaning of the facility after their event. The janitorial company will take down tables and chairs, sweep and mop all areas of the building, clean windows and clean all restrooms. It is the Community Center Manager's decision to waive cleaning fees if the event does not warrant them.

Renters are responsible for clearing the tables and putting trash into trash receptacles, mopping up any spills, taking down and disposing of decorations, cleaning the kitchen counters, wiping out kitchen sinks, clearing refrigerators & freezer of food / beverages and mopping up any kitchen floor spills, etc. **All items brought into the building must be removed after the event. All rented items from a "party rental service" must be picked up the same day as the event and removed from the facility. Failure to do so will result in additional cleaning fee charges. The Town of Yountville is not responsible for equipment or supplies left in the building.** A Building Attendant will review a cleaning checklist with the renter before departure to ensure facility cleanliness.

7. RIGHT TO FEE CHANGES

The Town of Yountville reserves the right to make fee modifications or adjustments at any time. Fees are adjusted by the Town Council, however, the Town will honor the fee schedule in place at the time of the booking.

8. CANCELLATIONS or RESCHEDULING

If an event is cancelled more than 90 days prior to the event, a \$300 fee will be withheld and the remaining rental fees paid and the security deposit will be refunded. In order to process refunds, a cancellation form must be submitted to the Community Center Manager.

If an event is cancelled less than 90 days prior to the event, only the security deposit and add on fees for security, cleaning and additional staff will be refunded. No portion of any room rental fees will be refunded except in extenuating circumstances beyond the control of the renter, as approved by the Community Center Manager/Parks and Recreation Director and appealed to the Town Manager.

Patio events cancelled due to inclement weather will have all fees and deposits refunded. The Community Center Manager will have the final decision regarding what qualifies as inclement weather.

Failure to pay rental balance by **thirty (30)** working days prior to the event will result in forfeiture of the deposit and all fees paid and will result in the cancellation of the event.

Please allow up to thirty (30) days to receive your refund, depending on the method of payment.

9. ELIGIBILITY

Permission for use of the Community Center will be granted upon the condition that all rules will be followed. The Community Center Manager or his/her designee may terminate an event in process or cancel a scheduled event upon finding a violation of any rules, law, or ordinance, or upon good cause shown.

The event can also be cancelled if the application contains false or misleading information. If cancellation results from failure to observe rules or contains false or misleading information, rental fees and deposit will be forfeited and future use may be denied and/or a higher security deposit may be required in the future.

10. Eligible Organizations, Individuals or Activities:

Public agencies, nonprofit organizations, private parties and commercial businesses are eligible to use the Community Center and make reservations up to two years in advance. All organizations will provide all appropriate permits (if necessary) and the Town bears no responsibility for the activity.

11. Ineligible Organizations, Individuals or Activities

1. Activity, which in the opinion of the Town of Yountville:
 - a. Will be incompatible with previously approved activities scheduled at the Community Center.
 - b. Will exceed the capacity of the Community Center with regard to total participants or for which adequate equipment and facilities are not available.
 - c. May create situations, which will require excessive security or staffing that we cannot provide.
2. Organizations, groups or individuals which have been temporary or permanently suspended from use of the Community Center due to violations of the Rules and Regulations.

12. SCHEDULE OF FEES

Fees will be classified in the following categories:

- a. **Government agencies:** Any government agency including local, regional, state or federal reserving the facility for a public or private event.
 - b. **Yountville Non-Profit:** 501c3 Non-Profit organizations based in and benefiting the Town of Yountville and its citizens reserving for a public event.
 - c. **Other Non-profit Organizations:** 501c3 Non-Profit organizations based outside of Yountville reserving the facility for a public or private event.
 - d. **Commercial use:** Users that are commercial in nature and that are reserving the facility to sell items and/or profit from its use.
 - e. **Yountville Resident:** Residents of the Town of Yountville limits who are reserving the facility for a public or private event.
 - f. **Market Rate-Non Resident:** Reservation of the facility for a public or private event by those living outside of the Town of Yountville limits.
- ii. **Co-sponsored Use:** Users interested in utilizing the facilities with the Town as a co-sponsor may be granted fee exceptions. A separate application for Co-Sponsorship must be filled out. Criteria for being issued Co-Sponsored use includes the overall benefit to the Yountville Community and our citizens, fundraising elements with impacts seen within Yountville, Non-Profit status, or other items as approved by the Town Manager as benefiting the citizens of Yountville while being aligned with the departments mission.

13. COMMUNITY CENTER HOURS

Office is open Monday through Friday, 8:00 a.m. to 5:00 p.m. Appointments are highly recommended for tours and rental assistance. Rental assistance can also be obtained via email or by phone. Office phone number is (707) 944-2959 and facsimile is (707) 944-1586. Email is tyler@yville.com.

14. ROOMS ARE AVAILABLE FOR RENTAL:

Rooms are available for rental Monday through Sunday 6:00 a.m. – 12:00 a.m./ midnight, based on availability.

Rooms are **not** available for use on Halloween, Thanksgiving, Christmas Eve and Day, New Years Eve and Day and Easter. The building may be available to Town nonprofits by special arrangement.

15. RIGHT TO RESCHEDULE

If it should be necessary to reschedule or relocate an event due to an emergency issue, the group or individual, will be given advance notice by the Town of Yountville, Parks & Recreation Department.

The Heritage room is the Emergency Shelter for the Town of Yountville. In the event of any emergency, the emergency takes precedence over all scheduled events. All fees will be fully refunded and we will do our best to find an alternate space if an event has to be cancelled due to an emergency situation. When a Town, County, or State statute has been or is being violated, or in cases of emergency, the renter must assist the Town staff, Sheriff, or Fire Department in the evacuation of the facility.

16. BUILDING ATTENDANTS

A Town of Yountville staff person is required to be onsite at all times when the facilities are in use. All reservations where 75 people or more are in attendance will incur an additional \$25 per hour staffing fee for added staff per 75 people or at the requirement of the Facilities Manager based on the nature of the event. Building Attendants are the final authority in deciding rules and regulation compliance issues during an event. Some factors that could warrant extra staff would be:

- Events with considerable attendance.
- Events where excessive cleanup will be required.
- Events where alcohol is served and children are present.

Events can be stopped by building staff or the Napa County Sheriff's Department if the renter or the renter's guests are non compliant with any rules, regulations or laws.

17. AMPLIFIED MUSIC - INDOORS

An amplified music permit must be applied for and approved for any amplified music (boom boxes, DJ’s, bands, live music, etc.). Amplified music must end at 11:00 p.m. Sound cannot exceed 50dB limit at border of Community Center property. Sound cannot negatively impact the Bardessono Hotel (property next door) or any neighboring facilities. Building Attendants have the authority to ask for sound to be reduced to an acceptable level. Failure to comply could result in the shut down of event and / or forfeiture of security deposit.

18. AMPLIFIED MUSIC – OUTDOORS

Amplified music is allowed in the patio/lawn or town square areas. An amplified music permit must be applied for and approved for any outdoor amplified music (live music, I Pod, DJ, etc.). Any outdoor amplification must end promptly at 9:00 P.M. Sound cannot exceed 50dB limit at the border of the Community Center property. Building Attendants have the authority to ask for sound to be reduced to an acceptable level. Failure to comply will result in possible shut down of event and /or forfeiture of security deposit.

19. SECURITY REQUIREMENTS

Groups who are renting the Community Center are responsible for paying any security costs required for the event. Security is required if alcohol is being served or is deemed necessary by the Community Center Manager. If security is required for an event, the Town provides our contracted security company. One security guard per 100 people will be required to be on duty for the duration of the event. The number of security staff required per event will be at the discretion of the Community Center Manager.

20. GUEST LIMIT

Heritage Room:	250 guests
Generations Room:	350 guests seated and 400 assembly
Patio/Lawn Area:	150 guests
Town Square:	100 guests
Art Room:	20 guests
Founders Room:	15 guests

21. ALCOHOLIC BEVERAGE POLICY

Consumption of alcoholic beverages within the Yountville Community Center will occur only under the conditions herein.

- Alcohol is limited to beer, wine or champagne.

- An ABC permit for sale of alcohol must be acquired by the renter and provided to Community Center Manager no later than 15 days before rental use date.
- Alcohol service must end promptly at 10:00 pm indoors and 9:00 pm on the patio area (if rented) unless there is written approval from Community Center Manager to extend alcohol service.
- Service to minors or intoxicated guests is prohibited.
- Nonprofits may be allowed to extend alcohol service by approval of the Community Center Manager.

When serving selling alcohol, we require

- A certificate of insurance with “Host Liquor Liability” coverage in the minimum amount of \$1,000,000 which specifies the “Town of Yountville, its officers and agents as additional insured” is submitted to the Community Center Manager. Insurance may be obtained through a licensed caterer, an insurance company, or the Town of Yountville. **Insurance coverage must be submitted 15 working days prior to the event.**

When selling alcohol, we require

- A certificate of insurance for “Liquor Liability” coverage in the minimum amount of \$1,000,000 which specifies the “Town of Yountville, its officers and agents as additional insured” is submitted to the Community Center Manager. Insurance may be obtained through a licensed caterer, an insurance company, or the Town of Yountville. **A copy of Insurance Coverage must be submitted 15 working days prior to the event.**
- Building users are required to follow the procedures for serving alcohol, and obtain a one-day license from the State of California Department of Alcohol Beverage Control (ABC), located at 50 D Street, Suite 400, Santa Rosa, CA. 95404, (707) 576-2165. **A copy of the ABC License must be submitted 15 working days prior to the event to the Community Center.**

Please Note: Some caterers have an alcohol license which makes obtaining a one-day license for sale of alcohol unnecessary. A copy of the caterer’s license must be submitted to the Community Center Manager before the event and the original license must be posted at the bar area where alcohol is to be sold.

22. INSURANCE REQUIRED BY ALL RENTERS

- The renter must provide the Community Center Manager with a certificate of insurance (COI) with “**Comprehensive General Liability**” coverage in the minimum amount of \$1,000,000 which specifies the “Town of Yountville, its officers and agents as additional insured.” Insurance may be obtained through an insurance company, by using the renter’s existing homeowners insurance or

through the Town of Yountville. **A copy of Insurance Coverage must be submitted 15 working days prior to the event.**

- Some events may be required to carry additional coverage where a high risk factor is anticipated (NOT RESTRICTED SOLELY TO ALCOHOLIC USE). The user is also encouraged to obtain additional coverage through an insurance company of their own choice. The Town of Yountville must always be named as Additional Insured. **A copy of Insurance Coverage must be submitted 15 working days prior to the event.**

The Town works with a third party insurance carrier and can help the renter arrange for insurance coverage for a fee.

23. PATIO/LAWN/BARBEQUE/TOWN SQUARE

These areas may be used from 9:00 a.m. to 10:00 p.m. Clean up must conclude by 11:00 p.m. Additional barbeques or cooking equipment beyond what the Town provides may be considered upon approval of the Community Center Manager. All activities **MUST** remain in the designated areas and are not allowed to spill over into the parking or other areas. Patio / lawn guest limit is 150. Town square guest limit is 100.

Lawn Area- No staking is permitted on the lawn area. If equipment needs to be held in place, water type containers or weighted system must be used. Under the lawn is an underground EPIC water irrigation system that can be damaged by staking. Renter will be held liable for damage caused by staking. All tenting must have Town approval prior to installation.

24. INDOOR DECORATIONS

- A set up diagram or general set up information must be submitted must be and approved at least thirty (30) days in advance of the event. Otherwise, a delay in set up, additional staff changes, or both, may result.
- Decorations must be removed before the group leaves the building.
- Cellophane adhesives, nails, screws, staples, etc. in the fabric on the walls, woodwork or on the windows are prohibited.
- Push pins are acceptable for use only on the fabric areas of the walls.
- We recommend using blue removable painters tape.
- All decorations must be fireproof or composed of fire retardant materials.
- At no time shall exits be blocked or obstructed. All Fire Code regulations must be adhered to.
- Open flames (including hand held candles) of any sort are strictly prohibited. Only votive, floating in water or hurricane candles are permitted.
- The use of any device such as firearms, live explosives, and lasers are prohibited.
- Use of confetti type products is prohibited.

Damage caused by decorations installed with prohibited materials will result in forfeiture of your deposit.

25. DEPOSIT POLICY

Every group is expected to clear the facility at the conclusion of their event of all decorations, equipment, and supplies that they have brought in. Tables and chairs will remain in place. All trash receptacles will be emptied by the Building Attendant(s). Any trash on the floors or tables must be discarded and all spills mopped up by the rental group.

- If additional time is required for cleanup, additional fees will be charged.
- A designated representative of the rental group must check in with the building attendant for inspection of the room(s) prior to departure.
- Failure to leave the room in the condition set forth in these policies, damage to equipment, furniture, or facilities or failure to return equipment will result in additional personnel and rental charges and/or forfeiture of the deposit.

The Parks and Recreation Department is not responsible for any supplies or equipment left in the building.

26. EQUIPMENT

The rental of a Community Center space includes use of the onsite tables and chairs. On site we have available six and eight foot rectangle tables, 60” rounds in the Heritage Room and 72” rounds in the Generations room and neutral colored chairs. For outdoor rentals, we have six foot rectangle tables and white padded, folding outdoor chairs.

Optional equipment is also available for your use such as stages, projector screens, sound system and microphones.

All equipment belonging to the Town of Yountville must be treated with respect and returned in the same or better condition as before your event. If you see equipment that is broken or in ill-repair, please alert the building attendant.

Any additional equipment (stages, photo booths, large plants, arches, etc.) brought into the facility for a function must be approved by the Community Center Manager prior to the event and included on the site plan.

The use of any device such as firearms, live explosives, and lasers are prohibited. Open flames (including hand-held candles) of any sort are strictly prohibited. Only votive, floating in water or hurricane candles are permitted. The use of confetti is not allowed. Exits may not be obstructed by decorations.

27. UNSAFE CONDITIONS

If at any time the staff of the Community Center deems that conditions have become unsafe, the event will be stopped until the problems are corrected. Examples of unsafe conditions may be serving/selling alcohol without the required certificates and/or permits; Serving or selling alcohol to minors; Excessive intoxicated guests; fighting either physical or verbal; unsupervised children; too many guests exceeding the spaces capacity.

28. CHILDREN IN ATTENDANCE

All children in attendance at an event must be supervised. Running through the facility is not permitted. Children MUST always be accompanied by an adult when outside on patio/lawn areas to monitor behavior, assure children are staying in assigned areas and ensure all trash is picked up. Please make sure children stay out of the neighboring hotel property. The hotel property begins on the other side of the clearly marked public path. Community Center guests who are not staying at the hotel would be trespassing and the Sheriff's Department will be called.

29. LIABILITY

The Town of Yountville is not responsible for accidents, injury or loss of personal property. The individual or organization granted use of the facility would be held responsible for any injury, loss, or damage resulting from such use. In consideration of the use of the Community Center facilities, applicant hereby agrees to defend, indemnify, and hold harmless the Town of Yountville and its agents, officers, employees, and volunteers, against any and all claims, demands, damages, costs and expenses, including attorney fees, actions or liability whatsoever directly or indirectly arising out or resulting in any way from the occupancy or use of the facility by Applicant and/or Applicant's invitees. Applicant certifies that he/she is authorized to act on behalf of and bind applicant's organization to the terms of this indemnification and hold harmless agreement.

30. DESCRIPTION OF CO-SPONSORSHIP EVENTS

Local Non-Profit Organizations interested in utilizing the facilities with the Town as a co-sponsor may be granted rental fee waivers. A separate application for Co-Sponsorship must be filled out. Criteria for gaining co-sponsorship includes the overall benefit to the Yountville Community and our citizens, fundraising elements with impacts benefiting or servicing Yountville, Non-Profit status, or other items as approved by the Town Manager as benefiting the citizens of Yountville while being aligned with the departments mission. As a public entity, the Town of Yountville cannot provide free use of facilities that would constitute a "Gift of Public Funds". This would be a violation of State Law.

Each Non-Profit organization may only receive one rental fee waiver per fiscal year. Fees may still apply for the use including but not limited to staffing, cleaning and security.

Requests for co-sponsored use of the Community Center may be applied for if the requesting organization provides proof that they meet the following criteria:

- Organization is a 501c3 Non-Profit Organization based in Yountville or recognized as serving the Yountville Community.
- The proposed activity greatly benefits a large portion of the Yountville community by providing access to activities not already provided by the Town.
- If the event is a fundraiser, at least 75% of the funds raised will be re-invested within Yountville to serve its residents and/or visitors.
- The event proposed will be free of charge and provide positive, social, educational, or recreational experiences that benefit the community.
- The Town receives positive benefit from the marketing support of the event and a marketing agreement is agreed upon.
- The applicant agrees to a marketing strategy that will include the Town of Yountville's name and logo on all promotional materials as well as listing as a Co-Sponsor.
- The applicant agrees to adhere to **all** Parks and Recreation Department policies including insurance requirements, alcohol service agreements, building attendant requirements and clean up procedures.
- Applicant has not already been granted co-sponsorship for an event within the calendar year.
- The Town Manager has approved the co-sponsored activity.