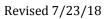


## Pavilion on the Lake

9315 Pismo Avenue Atascadero, CA 93422

Fax: 805.470.3179 Phone: 805.470.3178 www.PavilionOnTheLake.com







		N FOR FACILITY USE - Exec , complete application must l			_						_			-
		E(S) (Month/Day/Year): _					-			-				
		ION NAME (If Applicable):					_		-				-	
		ION MAILING ADDRESS: _												_
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Y	N	ALCOHOLIC BEVERAGES IF YES, ABC LICENSE,		' & LIABI	ILTY IN	NS REOUI	RED (page 3)	_	ipment R			5		
Y	N	OUTSIDE CATERING? (A				•					= \$	;		
Y	N	FOOD PREPARED BY REN									= \$	<u>}</u>		_
Y	N	KITCHEN RENTAL REQUI		L T X T							= 9	,		_
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#### RENTAL INFORMATION

- 1. A completed "Application for Facility Use Permit" is required with all reservation requests. The Pavilion requires a 50% non-refundable reservation deposit to accompany the completed application for a reservation request to be considered. This **NON-REFUNDABLE** reservation deposit is ultimately applied towards facility rental fees.
- 2. Reservations shall be granted on a first come, first served basis, subject to the availability of the facility.
- 3. All facility use permit requests will be authorized by the Director of Public Works or designee, subject to the availability of the facility. If an application is not accepted, the reservation deposit will be refunded to the applicant in full.
- 4. For all individuals or groups with granted reservations, this signed contract serves as a facility use permit and should be displayed or available for validation during all functions.
- 5. All facility rental fees, cleaning fees, and security deposits must be paid in full to the City of Atascadero twenty (20) working days prior to usage or the reservation is to be cancelled and the reservation deposit retained.
- 6. All permits, insurance certificates, licenses, etc. required in relation to facility use or type of event are to be obtained by the permit holder as required by law. If required as policy, a copy of said document(s) must be submitted a minimum of twenty (20) working days prior to facility usage.
- 7. The City of Atascadero has the right to retain all or part of the security deposit if the facility is left unclean or damaged.
- 8. Permits granted on a continuing basis are valid for a maximum of twelve (12) months.
- 9. Rental times are adjusted to the next fifteen (15) minutes. The facility must be vacated **promptly** at the time specified on the permit.
- 10. Animals are allowed inside the Pavilion only for the following reasons:
  - Animals are enclosed in a sealed carrying case (nothing can drop or leak out)
  - Animals may be removed from the carrying case only for demonstration purposes and must be handled by the demonstrator at all times
  - Guide dogs will be allowed in the Pavilion
  - Above mentioned animals are NOT allowed to roam free inside the Pavilion.
  - Additional cleaning costs may be incurred for animal accidents inside the Pavilion.
- 11. A permit will not be issued for the following reasons:
  - Insufficient notice: When department personnel cannot be scheduled, facilities prepared, or other conditions relating to use cannot be completed in the time between the date of the request and the proposed usage.
  - Hazardous Activities: When activities are of a hazardous nature, which may endanger persons or property.
  - Prior Circumstances: When permit holder has mistreated a facility or failed to abide by policy during a previous occupancy.

#### 12. Cancellation of Permit:

- By Holder: To cancel a reservation or change the date of a facility permit, the permit holder must give a minimum of **twenty (20) working** days notice in writing. A reservation deposit may be transferred to another date within sixty (60) days of the current reservation, **but is not refundable**. To change the time of an event, a minimum of ten (10) **working** days notice is required.
- By the City: A permit may be cancelled for any of the following reasons: If the permit is found to contain false or misleading information. The use or proposed use would be detrimental to the safety or general welfare of the City or to the efficient operation of the facility for public welfare. Should any individual, group, group member or guest willfully or through gross negligence, mistreat the equipment, facility, or violate any of the rules or state or local ordinance. Failure to make rental fee payment within the minimum times provided. If permit holder defaults on or has not completed all conditions and requirement for use of a facility. In the event the facility is needed for public or emergency use.

#### **INSURANCE REQUIREMENTS**

Insurance is recommended for all special events.

Insurance is REQUIRED for all events in which alcohol is served. The City of Atascadero's Insurance carrier requires that all renters provide general liability and liquor liability for these events.

- 1. <u>City Insurance</u>: If you choose to use the City of Atascadero's insurance provider, insurance can be purchased through the Pavilion Coordinator. If you provide the liquor liability, the premium will be less through the City of Atascadero's provider; however, the City of Atascadero's insurance can include liquor liability if your carrier does not offer it.
- 2 \*I understand that all vendors must have an Atascadero Business License

Renter Initials: Date:	_
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#### **INSURANCE—Continued**

2. <u>Your Insurance</u>: If you do not want to purchase insurance from the City of Atascadero, you must provide a Certificate of Insurance naming the City of Atascadero as an additional insured for one million dollars (\$1,000,000 general liability.) Liquor liability is also required.

#### **ALCOHOL & SECURITY GUARDS**

General Information regarding alcohol at the Pavilion on the Lake:

- Beer, Wine, and Champagne may be served. **No hard liquor allowed.**
- You must hire an outside party such as a caterer or bartending service to serve the alcohol. No self-serve allowed.
- No alcohol may be served for Minors or under-legal age parties
- No alcohol may be served at the Pavilion when an event is in honor of someone under the age of 18
- One (1) security guard is required for every one-hundred (100) or thereof occupants with a four (4) hour minimum
- Please note that a final guest count is due ten (10) working days prior to the event. Should your final count be more or less than expected, the number of guards required could change, thus affecting the estimated total due.
- Security guards must be present from the time alcohol is opened until the <u>last person</u> vacates the premises, including clean-up
- **If selling alcohol**, General liability insurance is required in the amount of \$1 million dollars naming the City of Atascadero as additionally insured and liquor liability insurance is also required.
- Renters may hire non-profits to sell alcohol for them. However, the non-profit group then becomes responsible for the ABC License and Insurance
- The number for Alcohol Beverage Control is 805-543-7183
- Alcohol, other beverages, and food is prohibited from being served from or consumed in the lobby

Please read and initial the following statements (required even if you are not ser	ving/selling alcohol):
I understand that hard liquor is not permitted at the Pavilion.	
I understand that an outside party must be hired to serve alcohol.	
I understand that alcohol may NOT be served for minors or under-legal	age parties.
I understand that I am prohibited from serving alcohol when an event is	s being held in honor of anyone under the age of 18.
I understand that security guards are required when serving and/or sel	ling alcohol.
I understand that the Pavilion Coordinator will reserve the security gua	rds and the costs will be passed along to me.
I understand that one (1) security guard is required for every one hund	red (100) or thereof guests.
I understand that security guards must be present from the time guests	arrive until the last person vacates the
premises, including clean-up crew.	
I understand that both General Liability and Liquor Liability Insurance	s required if serving or selling alcohol.
I understand that all licenses and copies of insurance must be turned in	to the Pavilion Coordinator at least twenty
(20) working days prior to the scheduled event. Copies may be faxed to	(805) 470-3179, or mailed to the City of
Atascadero, Attn: Pavilion Coordinator, 9315 Pismo Ave., Atascadero, C	CA 93422.
I understand that unless specifically stated and approved in the permit,	it is understood that activities or events will not be
benefit affairs, that no admission will be charged, that no tickets will be	sold, and that no collection/donation will be made.

#### **EQUIPMENT**

3

- 1. The following equipment is included in your rental fees: 5' round tables, 6' and/or 8' rectangular tables and chairs.
- 2. There is a variety of equipment that may be rented at an additional charge. Please see last page.
- 3. The Pavilion on the Lake offers Wireless Internet Access. Access is provided for registered customers for \$27.00 per use. The City of Atascadero does not monitor or control information accessed through the Internet and cannot be held responsible for its content. Pavilion patrons use the Internet at their own risk and discretion. Individuals must accept responsibility for determining what is appropriate. Parents are strongly encouraged to determine and monitor their children's use of the Internet and the City cannot be held liable for content.

#### **CATERING INFORMATION**

- 1. No on-site catering service available. Outside caterers are welcome and must be licensed and insured. All documentation must be provided to the Pavilion Coordinator prior to the event date.
- 2. An additional \$150.00 security deposit is required if the Pavilion kitchen is used by an outside catering service.
- 3. Kitchen rental is available if needed and must be reserved and paid for in advance. (with final reservation payment)

  NOTE: For all private Saturday rentals (non-profit rentals excluded) kitchen rental is included in the package rental rate.
- 4. Renter must notify the Pavilion Coordinator if the caterer requires kitchen use and what those hours will be.
- 5. Outside rental companies can be recommended for linens and additional items as needed.
- 6. There are no corkage fees associated with bringing in Wine or Champagne.
- 7. No trash, food or beverages are permitted in the lobby of the Pavilion at any time.

Renter Initials:	Date:
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Please	e read and initial the following statements:
	I understand that all decorations must be of flame retardant material.
	I understand that no glitter, confetti, silly string, hay, hay bales, rice, or flower petals may be thrown or used as a
	decoration inside or outside of the building.
	I understand that the Pavilion Coordinator must approve open flame decorations, such as candles or lanterns.
	I understand that smoke and fog machines of any sort are NOT allowed.
	I understand that any plants or shrubs brought into the building must be in a waterproof container.
	I understand that all rentals, equipment, decorations, etc. must be delivered and retrieved during my contracted rental times.
	I understand that when decorating, not to fasten any decorations to light fixtures or floors.
	I understand that any kind of tape (i.e., scotch, masking, painters, duct, etc.), thumb tacks, nails, staples, etc. are NOT a lowed. *String and fishing wire can be used to attach any wall decorations to the hooks located throughout the building.
	I understand that decorations must be removed immediately after the event. Decorations left may be discarded and a additional cleaning fee will apply.
	I understand that I, the renter, am ultimately responsible if the caterer and/or decorators do not comply with policy.
CAND	LE & FIRE POLICIES
	e read and initial the following statements:
	I understand that NO smoking is allowed at any time inside City of Atascadero buildings.
	I understand the following candle policies:
	<ul> <li>An actual example is helpful to present to the Pavilion Coordinator when candles are desired.</li> </ul>
	<ul> <li>For optimal fire safety, floating candles are recommended.</li> </ul>
	Tall stem candles are prohibited from use.
	<ul> <li>The open flame portion of the candle should remain within a vessel without protruding through the opening.</li> </ul>
	<ul> <li>Non-floating candles will be considered on a case-by-case basis by the Pavilion Coordinator. Attention is given to the candle bases' ability to withstand being knocked over.</li> </ul>
	• Only green foliage or otherwise non-combustible material may be used for decorative purposes around candles.
	I understand that candles used under the City of Atascadero guidelines shall be the only open flame device used within City of Atascadero facilities.
	I understand that a distance of 15 inches of clearance shall be maintained between the front and back of each row of chairs. The Pavilion staff will arrange tables/chairs accordingly and the renter and/or guests will not move them without prior approval.
	I understand that in areas without fixed seats, an aisle width of 36 inches shall be maintained. An aisle width of 44 inche shall be maintained where tables or other furnishing create an obstruction on both sides. The Pavilion staff will arrang tables/chairs accordingly and the renter and/or guests will not move them without prior approval.
	I understand that all building exits for ingress and egress of occupants shall be maintained with a clear pathway at all times. Marked exits shall be free of any obstacles or obstructions (i.e., chairs, tables, etc.).
	I understand that at least one person shall be designated as "Fire Watch". Such person shall become familiar with location of fire alarm pull stations, fire extinguishers and exiting in case of emergency.
	I understand that overcrowding and admittance of persons beyond the posted occupant capacity of City of Atascadero fa cilities is prohibited. The Fire Chief, upon finding overcrowding conditions or obstruction in aisles, passageways or othe means of egress, or upon finding a condition which constitutes serious menace to life, is authorized to cause the performance of the control

#### CLEANING FEE

4

The cleaning fee for using the Pavilion is up to \$186.00. This is a fee, not a deposit, and therefore is NOT refundable nor negotiable. This fee covers the cost of commercial cleaning and janitorial supplies. The cleaning fee does not include kitchen cleaning (please refer to "Catering Information" in this contract for more information on kitchen cleaning requirements). For all private Saturday rentals (does not include non-profit rentals), this fee is included in the rental rate.

ve an Atascadero Business License	Renter Initials:	Date:	

#### SECURITY DEPOSIT

A \$384.00 security deposit will be taken at a final meeting approximately twenty (20) working days prior to your event. The security deposit is completely refundable following a satisfactory conduct report after your event. The security deposit will cover such expenses as over-time charges, additional cleaning fees, police or fire being dispatched to your event, and/or any damages that might occur to the Pavilion or the Pavilion's equipment. The security deposit is required for all special events held at the Pavilion.

An additional \$150.00 security deposit is required if the Pavilion kitchen is used by an outside catering service.

#### **USER RESPONSIBILITIES**

Please re	ead and initial the following statements:
	I understand that I am responsible for leaving the Pavilion in a clean and orderly fashion. If a cleaning fee has been charged, I understand that my cleaning entails removing anything that was brought into the Pavilion, including trash.
1	I understand that <b>garbage needs to be taken out through the community room</b> and put into the green Waste Alterna tives dumpsters located outside the building. Trash liners and cans will be provided. If the dumpsters are full, trash mus be taken with the renter. Close the lid on the dumpsters after the event to keep out wild animals. (exception for Saturday full day rentals: Pavilion staff will dispose of garbage for the renter)
	I understand that I, the renter, am ultimately responsible if the decorator, delivery companies, etc. do not comply with policy. If Pavilion staff must complete cleaning of kitchen, removal of decorations, garbage, etc., fees will be deducted from the security deposit. (exception for Saturday full day rentals: Pavilion staff will dispose of garbage for the renter)  I understand that I must return all equipment in the same condition as received and will be responsible for lost and/or damaged equipment.
	I understand that it is my responsibility to check in with the Pavilion staff upon my arrival and to again check out with the Pavilion staff upon my exit. If I fail to check out upon exit, I accept the Pavilion staff person's evaluation of the status of the building as left after my event.
	I understand that the Pavilion staff has the right to close the building at any time during my rental if any federal, state o city laws, and/or Pavilion policies are violated.

#### **GENERAL INFORMATION**

1. Pavilion staff will set up all equipment prior to your arrival. You will be able to set-up and decorate as soon as you arrive.

I understand that there are NO fireworks allowed at the Lake Park Facilities (City Ordinance).

- 2. IMPORTANT: Please check in with staff upon arrival and check out with staff upon departure. Please have photo ID available.
- 3. The facility is <u>not</u> available prior to your start time for deliveries of any sort.
- 4. Please notify the Pavilion Coordinator of any unusual request or decorations not discussed in the "Decorating Policies" section of this contract.

### 5. Please share the following information with your DJ and/or Band:

- We suggest that entertainment cease at least one hour prior to the end of your contracted rental time. All amplified entertainment must cease by 12 AM at the latest.
- There are NO fog machines allowed at the Pavilion. NO EXCEPTIONS!
- Please DO NOT use tape of any kind on the wood floors, walls, windows, or mirrors. NO EXCEPTIONS!
- Mats will be provided to cover cords. Please ask the Pavilion staff for assistance.
- 6. This facility can be rented during the hours between 6 AM and 12 AM.
- 7. The City of Atascadero assumes no responsibility for loss, theft, or damage of any property brought into the Pavilion.
- 8. The permit holder has the responsibility to obtain any permit(s) and/or license(s) required by City of Atascadero ordinances or State laws, pertaining to the nature of their event, a copy of which must be on file with the Pavilion Coordinator.
- 9. The Director of the Public Works Department and/or designee shall enforce or cause to have enforced the provisions herein; and shall have the authority to deny use of any facility to an individual or group who refuses to comply with the policy and procedures.
- 10. The City of Atascadero has the right of full access to activities at all times to ascertain compliance with policy and procedure, and city and state laws.

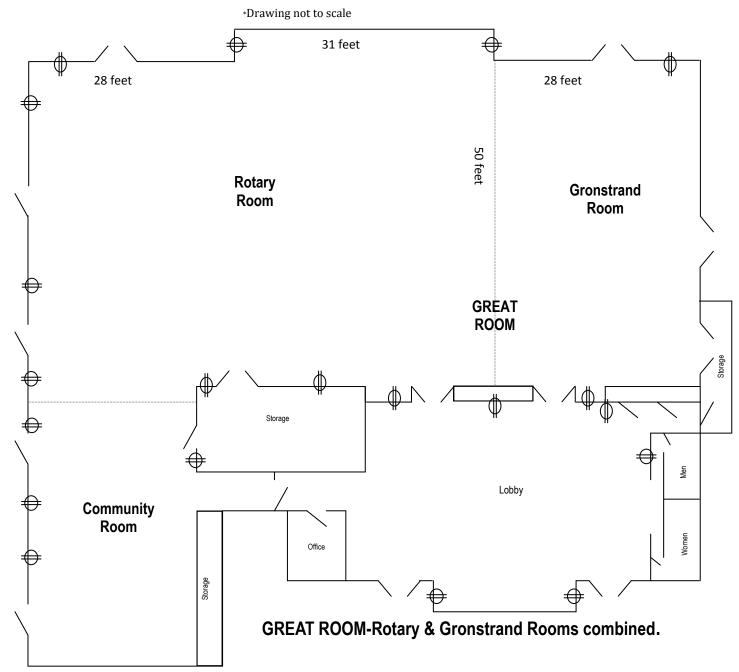
#### STATEMENT OF HOLD HARMLESS AND UNDERSTANDING

Applicant hereby agrees to comply with all State laws, City of Atascadero laws and Pavilion on the Lake Policies.. Applicant further agrees to hold harmless, defend and indemnify the City of Atascadero and its' officers, employees and agents for loss, damage, liability, cost or expense arising from the use or occupation of the facilities and equipment relating to this application.

I certify that I have read and am familiar with the policies and procedures pertaining to the use of facilities and/or equipment on this facility use permit application.

Sign	ature	of A	nnlic	ant
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\$10.00 ea	Podium	\$22.00
\$25.00 ea	Stage (4'X8' pieces, 6 avail.	)\$11.00 ea.
\$110.00	Wireless Internet use	\$27.00
\$38.00	Portable Sound System (all inclusive)	\$110.00
	5-Disc CD Player	\$30.00
	DÉCOR:	
	12"x12" Mirrors (15)	\$2.00 ea.
\$16.00	Glass Candle Holders (15)	\$1.00 ea.
\$27.00	Topiary Trees (3)	\$22.00 ea.
	Wine Barrels (3)	\$10.00 ea.
\$27.00	Shepherd Hooks (2)	\$5.00 ea.
	\$25.00 ea \$110.00 \$38.00 \$16.00 \$27.00	\$25.00 ea





# Pavilion on the Lake Security Deposit Authorization

Name of Renter:				_
Event Date:				_
CREDIT CARD INFORMATION: Type of Credit Card (circle one):	Visa	MasterCard	American Express	
Name as it appears on card:				_
Address of Cardholder:				_
City, State & Zip of Cardholder:				_
Account Number: Security Code:		Expirati	on Date:	-
Daytime Telephone Number:				_
I authorize the City of Atascadero to chakitchen by outside catering service, on incurred for the sole purpose of additional and a damages to the facility and/or the po	he above n litional ho	nentioned credit ours, additional o	card <u>only in the ever</u> cleaning fees, violat	nt of charges ion of catering policy.
Additional hours above				<u> </u>
Additional cleaning feetape, etc. used). Rente	•			
Damages to the facility	incurred (	during renter's e	event.	
The police or fire are d	ispatched	to the Pavilion	during renter's even	ıt.
Kitchen damages by a	n outside	catering service	(additional \$150)	
I understand that the fees will not be I agree to the above statement an credit card listed above not to exc	d give the	City of Atasca		
Signed:		_ Date: _		_
(Cardholder Signature)				