

## CITY OF MILPITAS - INDOOR FACILITY USE APPLICATION

If any issue arises during your use, or a facility attendant is unavailable, please contact the Lead Building Attendant at 408-690-2852. If you have any questions prior to your event date contact the following: Recreation Services 408-586-3210 or Lead Building Attendant 408-586-3216 Monday-Thursday, 8:00 a.m.-6:00 p.m., Friday, 8:00 a.m.-5:00 p.m.

**Date(s) of Use:** \_\_\_\_\_

**Facility Circle One:** MCC MSRC ADOBE MSC CRACOLICE Room(s): \_\_\_\_\_

Time you wish to enter: \_\_\_\_\_ Time function begins: \_\_\_\_\_ Time function ends: \_\_\_\_\_

Number of people expected: **Total:** \_\_\_\_\_ (**Youth:** \_\_\_\_\_ **Adults:** \_\_\_\_\_)

Name of Group/Organization/Company facility is being rented for: \_\_\_\_\_

Type of Event (be specific): \_\_\_\_\_

Applicant (person responsible for rental of facility): \_\_\_\_\_

Co-applicant: \_\_\_\_\_ Contact information: \_\_\_\_\_

Applicant Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Preferred Method of Contact: \_\_\_\_\_

Will food be served?<sup>1</sup>  Yes  No

Will there be music?  Yes  No Type (circle one) Band DJ Other: \_\_\_\_\_

Will there be additional equipment used?  Yes  No If yes, list: \_\_\_\_\_

**<sup>1</sup>Please Note: Re-warming of food is allowed in the kitchen. No food preparation or cooking is permitted. Food is not allowed in any other room except auditoriums or community rooms.**

**The following will require additional requirements:**

Will alcohol be served?  Yes  No

Will alcohol be sold? (if yes, ABC Liquor License Required)  Yes  No

Will food or other items be sold and/or charging admission (on the day of event)?  Yes  No

Is event open to the public?  Yes  No Fundraising event?  Yes  No

By saying yes to any of the above, I understand and agree by signing this form to get additional insurance and/or get an ABC alcohol permit at least 30 days in advance of my event. I understand that I will not get authorization to serve and/or sell alcohol if I do not submit the insurance and/or ABC alcohol permit. I understand that events in relation to minors **will not** be allowed to serve alcohol, if applicable.

I, the applicant, hereby agree to hold the City of Milpitas and any officer, employee and agent thereof free and harmless for any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use of the facilities of the City of Milpitas. I further agree to furnish such liability or other insurance for the protection of the public and the City of Milpitas, and any officer, employee and agent thereof as the City may require. I agree to reimburse the City of Milpitas for any damage to said facilities arising out of the use herein requested.

By signing this form, I understand and agree to abide by the City's cancellation policy, cleanup policy, and the Facility Use Rules and Regulations approved by the Milpitas City Council on December 1, 2009, as may be amended.

After said rental or cancellation of rental date, I understand that the City will return my cleaning and damage deposit in the form of a City check. This check will be mailed in approximately 30 days from the rental date or cancellation of rental date, unless damages, additional maintenance, services, additional rental fees, or cancellation fees need to be assessed. This check will be made payable to me, the applicant, and will be mailed to my address listed on this application.

I hereby certify that all statements made in this application are true and I agree and understand that any misstatement or omission of material fact may cause cancellation of my rental date. By signing this form, I further agree to be bound by the commitments and obligations stated herein.

\_\_\_\_\_  
Signature of Applicant \_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Approved: _____ Denied: _____  Insurance Required: <input type="checkbox"/> Yes <input type="checkbox"/> No _____  Staff Signature: _____ Date: _____	<u>PERMIT # / STAFF INITIALS</u>
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## RENTAL APPLICANT CLEAN UP & DECORATING RESPONSIBILITIES

**Applicants listed on application must walk through the facility with the Staff before and after clean up is completed.** The Building Attendant Staff will inform the applicant of any additional cleaning and damage as listed on the Facility Inspection Report after cleanup and inspection is complete.

Each applicant is responsible for the following clean up duties:

1. Remove all items from tables.
2. Wipe down walls behind garbage cans and all tables and chairs.
3. Completely clean kitchen:
  - A. Wipe down counters.
  - B. Remove all items from refrigerators and wipe up any spills.
  - C. Remove all items from ovens, dishwasher and microwave and wipe up any spills and ensure appliances are turned off.
  - D. Clean out sink, leaving it free of food particles and debris.
  - E. Place all kitchen garbage in garbage cans.
  - F. Clean out steam tables (Senior Center & Cracolice only).
4. Remove all decorations including balloons, flowers, tablecloths, ribbons, streamers, etc. from the premises.
5. Clean up picnic area if leaving the site completely (Adobe Building).
6. Leave restrooms completely free of debris.
7. Leave parking lot and all outdoor areas completely free of debris.
8. All decorations must be flame retardant treated.
9. Decorations should be free standing. Decorations (streamers, ribbons, balloons, signs, and floral arrangements) are not to be stapled, tacked, nailed or taped to the walls, windows, window frames, ceiling, lighting rail or chandeliers. This includes all indoor and outdoor areas. All free standing decorations must not be placed in walkways or impede egress creating a tripping hazard in any way.
10. Glitter, confetti, birdseed or rice may **not** be thrown or used as decorations in or outside the facility.
11. The facility or equipment in the building may not be altered in any way without consent of the Recreation Services Supervisor or his/her designee.
12. Candles, birthday candles, lanterns, incense or open flames are **not** allowed (Sterno is allowed).

**Please note:**

- The Staff will ask applicants not abiding by the decoration policy, to remove questionable decorations.
- Items (food, cake, decorations, etc.) may **not** be brought into the facility prior to the start time indicate on the application.
- Storage is **not** available at the facility and all items (dishes, barware, fountains, chafing dishes, kegs, etc.) must be removed after the rental is complete.
- When cleaning the kitchen **do not** pour grease into the sink or into any drains.
- Be sure to drain all water from steam tables and turn off all equipment.
- Cleaning supplies and garbage bags are available from Staff(s) on duty.
- If after your event, additional maintenance is required other than what is considered normal and/or equipment is left damaged, the applicant will be charged accordingly.
- You are required to complete your clean up duties and vacate the facility one hour after your function ends (per the time stated on your application). Please note: staff will also be performing clean up duties during this time.

Thank you for renting our facility! We hope that you have an enjoyable event. Please let us know if we can be of further assistance.

Print Name: \_\_\_\_\_

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Staff Use:**

Permit #: \_\_\_\_\_

Initials of CS Staff: \_\_\_\_\_

**IMPORTANT REMINDERS FOR PERMIT APPLICANTS**

\*Due at time of application and deposit\*

Please Initial:

- \_\_\_\_1. I agree to abide by the City of Milpitas Facility Manual, approved by the Milpitas City Council on December 1, 2009, as may be amended.
- \_\_\_\_2. The hours I have noted on the permit include my set-up and decorating time. I understand that the free hour provided at the end of the rental is meant for cleaning and take down purposes. I will not continue my event into the free hour even if I believe clean up will take less than the hour given. I understand that I may not be able to extend the length of my event and alter the start and end time; the same day of my event.
- \_\_\_\_3. I agree to abide by the set maximum capacity listed for each site and type of event. I understand that my event can be stopped if the number of guests is greater than the specified maximum event capacity. I, also, understand that my event setup reduces the room capacity indicated at the rental location.
- \_\_\_\_4. **Cancellation Policy:** Facility cancellation must be done in writing on forms provided by Recreation Services. Cancellation forms will be accepted in person only. No mail, fax, or phone cancellations will be accepted. Please note: All facility application cancellations will forfeit the \$20 application fee and any fees already paid.
  - Full refund of deposit will be granted, provided a cancellation is made within 30 days of deposit and there are 160 days remaining until the approved rental date.
  - If cancellation is made with more than 160 days remaining until the proposed use date, 25% of deposit will be forfeited.
  - If cancellation is made with 120-159 days remaining until the proposed use date, 50% of deposit will be forfeited.
  - If cancellation is made with 91-119 days remaining until the proposed use date, 75% of deposit will be forfeited.
  - If cancellation is made with 1-90 days remaining until the proposed use date, entire deposit will be forfeited.
- \_\_\_\_5. After said rental or cancellation of rental date, I understand that Recreation Services will return my cleaning and damage deposit in the form of a City check. This check will be mailed in approximately 30 days from the rental date or cancellation of rental date, unless damages, additional maintenance, services, additional rental fees or cancellation fees need to be assessed. This check will be made payable to me, the applicant, and it will be mailed to the address listed on this application.
- \_\_\_\_6. I am aware that I am responsible for the building and equipment during my event, as well as the actions of my guests.
- \_\_\_\_7. I am responsible for the removal and disposal of: all decorations, table coverings, tableware, food, kitchenware, and all other supplies. I must remove all trash and leave the kitchen and rental room clean. I am aware that the City of Milpitas is not responsible for any lost, forgotten or stolen items. I have read and understand my responsibilities as described in the Rental Applicants Clean Up Responsibilities.
- \_\_\_\_8. I understand that nails, tacks, pins, staples, scotch tape, masking tape or any other items that puts holes in or removes paint from the walls or ceiling are strictly forbidden. I have read and understand my responsibilities as described in the Rental Applicants Rental Applicants Decorating Responsibilities.
- \_\_\_\_9. I understand that children must be supervised at all times and remain in the rented area only.
- \_\_\_\_10. I understand that alcohol cannot be served or sold at any event for minors, including birthday parties, dances and/or presentations.
- \_\_\_\_11. I understand that the \$20 application fee is non-refundable.
- \_\_\_\_12. I understand that any custodial charges are non-refundable.
- \_\_\_\_13. I understand that I, as the applicant, must be present at the beginning of the rental to meet with facility staff to review pre-facility inspection guidelines. Prior to leaving the facility, I am required to meet with the facility staff to confer and sign off on the facility post-inspection report.

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>Staff Use:</b>	
Permit #: _____	Initials of CS Staff: _____