

**MEMORANDUM OF UNDERSTANDING FOR CONGREGATE MEAL SERVICES  
MEALS ON WHEELS DIABLO REGION**

This MEMORANDUM OF UNDERSTANDING is entered this \_\_\_\_ day of \_\_\_\_\_ 2024, and effective on September 1, 2022 (“Effective Date”), by and between the City of Brentwood, a municipal corporation of the State of California (“City”), and Meals On Wheels Diablo Region (“MOWDR”), a non-profit corporation in the State of California (each a Party, and collectively, the “Parties”).

**RECITALS**

A. Contra Costa County (“County”) has been providing senior nutrition congregate meal services (“Meal Services”) for the City since at least 2002, and the City has provided annual fee waivers and donations to offset the County’s costs to provide these services to Brentwood senior citizens (“Seniors”); and

B. MOWDR and the County entered into an agreement for MOWDR to provide Title III C Senior Nutrition Services throughout the County (the “Agreement”), including at the Brentwood Senior Activity Center located at 193 Griffith Lane (“Senior Center”); and

C. MOWDR took over providing the Meal Services at the Senior Center as of September 1, 2022; and

D. The Parties desire to memorialize the understanding between the City and MOWDR regarding the rights, responsibilities and liabilities of the Parties in regards to the use of the Senior Center; and

E. At its February 27, 2024 Council meeting, the City approved a fee waiver for MOWDR’s use of City facilities through June 30, 2026, as well as approved a payment of \$26,000 to be made to MOWDR instead of making the payment to the County (which had been previously authorized), to offset the cost to operate the Meal Services at the Senior Center.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

1. **Responsibilities of the Parties.** Along with the terms and conditions of this Memorandum of Understanding (“MOU”), the Parties agree to be responsible for, and complete those items, set forth in the attached Exhibit “A”, which is incorporated into this MOU by this reference.

2. **Relationship of the Parties.** MOWDR is free from the control and direction of the City, in pursuit of MOWDR’s independent calling, and not as an employee of the City. It is understood that this is an agreement by and between independent contractors and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor. Any persons used by MOWDR to provide services under this MOU will not be considered employees of the City for any purposes whatsoever.

3. **Term.** This MOU will commence on the Effective Date and continue through June 30, 2024 (“Term”), unless terminated earlier in accordance with this MOU, or extended by mutual agreement of the Parties.

4. **Payment.** No payment is required from the City to MOWDR for the provision of Meal Services at the Senior Center. Any funds or fee waivers provided by the City, to MOWDR, to offset the cost of providing the Meal Services, are contingent on City Council approval, which are not guaranteed.

5. **Use of Premises.** MOWDR will use a portion of the Senior Center only for the purpose of providing a congregate meal program to Brentwood Seniors (referred to as “Café Costa” or “Café”), in accordance with its contract with the County. MOWDR has full use of the Commercial Kitchen and all of its equipment (including refrigerator, freezer, ice machine, oven and stove) and designated storage cabinets in the Commercial Kitchen and Meeting Room. MOWDR will keep and maintain the portion of the Senior Center it uses in good and clean condition. Use of the Senior Center shall be subject to all applicable local, state and federal laws and regulations and any permits required thereunder.

6. **Indemnity.** MOWDR agrees that City and its employees, officers, agents, contractors, commissions, and assigns (collectively, “Released Parties”), will not be held liable or responsible in any way for any damage to MOWDR belongings or property, or for any harm, injury, or death to MOWDR employees, officers, contractors, agents, volunteers, or assigns that may occur as a result of this MOU. MOWDR agrees that its employees, officers, contractors, agents, volunteers, and assigns have no rights, entitlements, or claims against the City for any type of employment benefits or workers’ compensation. To the fullest extent permitted by law, MOWDR will indemnify, defend, and hold harmless the Released Parties from and against any loss, claim, damage, expense, cost, liability, or lawsuit of any kind or nature arising out of this MOU.

7. **Insurance.** MOWDR will obtain and maintain, at its cost and expense, for the duration of the MOU and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with the MOU by MOWDR or MOWDR’s agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

7.1 **Coverages and Limits.** MOWDR will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on MOWDR's indemnification obligations under this MOU. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by MOWDR pursuant to this MOU are adequate to protect MOWDR. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. MOWDR will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If MOWDR believes that any required insurance coverage is inadequate, MOWDR will obtain such additional insurance coverage, as MOWDR deems adequate, at MOWDR's sole expense.

7.1.1 **Commercial General Liability Insurance**. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this MOU or the general aggregate will be twice the required per occurrence limit.

7.1.2 **Automobile Liability**. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

7.1.3 **Workers' Compensation and Employer's Liability**. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

7.1.4 **Professional Liability**. Errors and omissions liability appropriate to MOWDR's profession with limits of not less than \$1,000,000 per claim.

7.2 **Endorsements**. For Commercial General Liability Insurance, MOWDR will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this MOU, MOWDR will furnish, to the satisfaction of the City, certificates of insurance and endorsements.

7.3 **Cancellation**. Insurance will be in force during the life of the MOU and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this MOU.

7.4 **Failure to Maintain Coverage**. If MOWDR fails to maintain any of these insurance coverages, then City will have the option to declare MOWDR in breach of this MOU, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. MOWDR is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from MOWDR.

7.5 **Submission of Insurance Policies**. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

7.6 **Primary Coverage**. For any claims related to this MOU, the MOWDR's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of MOWDR's insurance and not contributory with it.

7.7 **Reduction in Coverage/Material Changes**. MOWDR will notify City in writing pursuant to the notice provisions of this MOU thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this MOU or any material changes to the respective insurance policies.

7.8 **Waiver of Subrogation**. The policies shall contain a waiver of subrogation for the benefit of City.

8. **Non-discrimination.** The Parties will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

9. **Entire Agreement.** This MOU and its Exhibits, contain the entire understanding and agreement of the Parties, and all oral or written representations, understandings or agreements are expressly stated in this MOU. In case of a conflict between the terms of this MOU and any Exhibit attached, the terms of this MOU will prevail. No testimony or evidence of any such representations, understandings, or covenants will be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this MOU.

10. **Amendments.** Changes to the terms and conditions of this MOU will be made only by written amendment signed by the Parties.

11. **Notices.** All notices with respect to this MOU will be given in writing by first class mail to the Parties, or to such other persons' addresses or telephone numbers as the Parties may designate in writing from time to time as follows:

City: City of Brentwood  
Attention: Thien Nguyen, Recreation Manager  
150 City Park Way  
Brentwood, CA 94513

MOWDR: Meals on Wheels Diablo Region  
Attention: Caitlin Sly, Executive Director  
1300 Civic Drive  
Walnut Creek, CA 94596

Notice will be deemed effective on the date personally delivered or, if mailed, 3 days after depositing it in the United States Mail. MOWDR must notify City within 14 days of any change to its mailing address.

12. **Termination.** Either Party, upon tendering 30 calendar days written notice to the other Party, may terminate this MOU for convenience. In the event of a breach of a term of this MOU, termination may be effective immediately

13. **Assignment.** Neither Party will assign any right or obligation under this MOU without the written consent of the other Party. Any attempted or purported assignment without the written consent of the other Party will be void and of no effect.

14. **Third Parties.** This MOU does not confer any benefits to any third party.

15. **Jurisdiction and Venue.** Any action at law or in equity brought under this MOU for the purpose of enforcing a right or rights provided for by this MOU will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

16. **General Compliance with Laws.** MOWDR will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by MOWDR, or in any way affect the performance of the MOU. MOWDR will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the MOU with all applicable laws, ordinances and regulations.

17. **Paragraph Headings.** Paragraph headings are used for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning of the paragraphs.

18. **No Waiver.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this MOU or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law.

19. **Severability.** If any term, provision, covenant, or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

20. **Signatures.**

20.1 **Counterparts.** This MOU may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

20.2 **Digital/Electronic Signatures.** Using a City-approved method, this MOU may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this MOU will be construed as the Parties' consent to do business electronically.

21. **Authority.** The individuals executing this MOU represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this MOU on behalf of the respective legal entities of the Parties.

Meals on Wheels Diablo Region:

City of Brentwood:

By: \_\_\_\_\_  
Caitlin Sly, Executive Director

By: \_\_\_\_\_  
Tim Y. Ogden, City Manager

ATTEST:

By: \_\_\_\_\_  
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Katherine Wisinski, Interim City Attorney

## **Exhibit A**

### **I. Obligations of Both Parties. MOWDR and the City will:**

- Jointly develop an appropriate process for providing lunch 5 days a week, Monday through Friday for senior participants.
- Maintain accountability and responsibility for its own organizational processes and services.
- Fulfill their responsibilities under this MOU in accordance with the laws and regulations that govern their activities. Nothing in this MOU negates or otherwise renders ineffective such provisions or operating procedures. If at any time either Party is unable to perform its functions under this MOU consistent with its statutory or regulatory mandates, the affected Party shall notify the other Party. Both Parties will work mutually to resolve the conflict.

### **II. MOWDR's Obligations. MOWDR will:**

- Abide by Fee Waiver policies in accordance with City Council/Administrative Policy No. 10-12, as that Policy may be amended from time to time.
- Submit a City Request for Fee Waiver and/or Fee Reduction/Donation Application on an annual basis.
- Provide a trained professional to oversee the Café site at the Senior Center.
- Provide Café lunch services five days a week, Monday through Friday.
- Provide City with dates and holidays that Cafe is not operating in advance of closures
- Promote the Café site among the Brentwood older adult population.
- Provide staff coverage if assigned staff member is out for any reason.
- Maintain participant confidentiality.
- Adhere to all City Facility Rental Rules & Regulations attached and incorporated as Exhibit "B."
- Maintain organization and cleanliness of kitchen cabinet storage and communicate with City Staff on annual cleaning of cabinets.

### **III. City's Obligations. The City, through its Senior Center will:**

- Provide proper facility space for use for Café services provided by MOWDR staff.
- Notify MOWDR immediately of a relocation area if facility space is not available for Café service.
- Provide MOWDR staff with City staff support, as needed.
- Provide copier service (printing, fax, scanning, shredding), as needed.
- Provide MOWDR access to kitchen cabinet storage during duration of program.
- Deep clean appliances in the kitchen annually.



# Facility Rental Rules & Regulations

City of Brentwood Parks & Recreation

## 1. Reservation of the Facility

Initial: \_\_\_\_\_

- a. Facility rental applications are accepted no more than 18 months in advance for Brentwood residents, and 12 months in advance for non-residents. Reservations for use of the facilities may be made by contacting the Parks & Recreation Department to schedule a contract appointment. At the contract appointment, a completed application must be submitted, along with a payment of rental deposit and non-refundable application fee.
- b. All rentals require a minimum of 2 hours, and must include any time for setup and cleanup. Refunds will not be given for any unused rental time.
- c. The City accepts the following forms of payment: check/money order; MasterCard, Visa, Discover, and cash. Payments for non-profit organizations or public agencies must be drawn on the organization or agency account.
- d. Reservations must be made at least 30 days prior to the event. Special requests of less than 30 days are considered on a case-by-case basis and an Application Rush Fee will be included.
- e. Renters must be a minimum of 18 years of age. If alcohol is being served, renter must be a minimum of 21 years of age. A photo I.D with the applicant's address and date of birth must be provided at the time of the reservation.
- f. Upon completion of the contract meeting and approval of application, the renter will sign the Facility Permit and be provided a Facility Renter Checklist outlining due dates for fees, various paperwork submittals, and facility walk through and floorplan meeting.
- g. The City reserves the right to book additional events/rentals before and after your event, and in other areas of the facility.
- h. All remaining fees are due 30 days prior to the event. For rentals less than 30 days, all fees are due upon booking of facility. Payment by check will not be accepted less than 30 days prior to the event and payment by credit card will not be accepted less than 14 days prior to the event.
- i. Once the rental permit has been issued, the renter has one opportunity to make any changes or modifications at no additional cost to the rental permit up to 60 days prior to the event date. Changes or modifications made after that one courtesy modification/change to the rental permit will assess an additional fee per request. City reserves the right to assess an additional fee per request, for any reservation changes made less than 60 days prior to the event.
- j. Any changes to the original submitted application must be in writing.
- k. A damage deposit is required for all facility rentals; \$250 for events without alcohol and \$500 for events serving alcohol. The renter will be billed for any additional expenses not covered by the damage deposit. The determination and assessment of additional charges shall be at the sole discretion of the City. The deposit will be returned within 30 days after facility use as long as there is no damage to the facility or any additional expenses incurred.

## 2. Cancellations

Initial: \_\_\_\_\_

- a. The City reserves the right to cancel, reschedule, suspend, and/or refuse to grant the use of its facilities to any person or group if such use violates the Brentwood Municipal Code/City Rules and Regulations or in case of emergency.
- b. 100% of rental fees are refunded if cancellations are made 6 months or more prior to your rental date, with the exception of the application fee and the cancellation processing fee.
- c. Cancellations less than 6 months, but more than 4 months prior to your rental date, 15% of your total deposit will be retained in addition to the application fee and the cancellation processing fee.

- d. Cancellations less than 4 months, but more than 1 month prior to your rental date, 25% of your total deposit will be retained in addition to the application fee and the cancellation processing fee.
- e. Cancellations less than 30 days prior to your rental, 40% of the entire rental fee is retained in the addition to the application fee and the cancellation processing fee.
- f. If applicant wishes to cancel their event, a written cancellation letter must be submitted.

### 3. Use of the Facility

Initial: \_\_\_\_\_

- a. The facility may be used by residents, non-residents, non-profit organizations and commercial groups, defined as follows:
  - i. Resident: an individual whose primary residence is within the City limits of Brentwood
  - ii. Non-Resident: an individual whose primary residence is outside the City limits of Brentwood
  - iii. Non-Profit: When use of the facility is by a non-profit organization as determined by the Internal Revenue Service and/or State of California with at least 75% of its membership made up of Brentwood residents, and the purpose of the use is to raise funds for community, charitable, or education projects within Brentwood or that benefits Brentwood residents. A copy of the letter granting the organization non-profit status from the Secretary of State's office is required to receive the non-profit rate.
  - iv. Commercial: when use of the facility is for profit or sale with proceeds to benefit an individual or organization.
- b. A minimum of one half hour is required for set-up and takedown of all rentals, although larger events may require more time depending on the size and scope of the event.
- c. After the facility has been used, it must be left in a clean and orderly condition. All equipment moved or borrowed must be returned to its original position and location.
- d. At all times the facility is being used, City staff shall be on duty to ensure the enforcement of these Rules & Regulations. The City reserves the right to close down or cancel any event that is in violation of any city ordinance. The City also reserves the right to close down or cancel the event if public safety, damage to the facility, behavior of the event guests, or affected department supervisors deem the event unsafe for public participation.
- e. The Renter signing the permit is responsible for any loss or damage to the property. The Renter must pay the City an amount equal to the cost of repair and/or replace the lost or damaged item.
- f. The Renter is responsible for the control and supervision of all guests, caterers, musicians, and other contracted service providers, and ensure that all adhere to the City's policies and procedures.
- g. Minors (any person under the age of 18) must be actively supervised at all times.
- h. City staff cannot sign for or receive deliveries. The Renter or a designated representative must be present to supervise and sign for all deliveries and pick-ups associated with their event.
- i. City staff will setup and take down tables and chairs, rented City equipment, and control lighting, audio/visual equipment, and heating and air conditioning.
- j. Equipment brought on site requires prior approval from the City ( photo booths, backdrops, BBQs, audio visual equipment, ice sculptures, food truck, etc.) and must be removed immediately after the event. City staff will not store equipment and is not responsible for anything left in the facility. City staff reserves the right to remove any such equipment at the cost of the Renter. Additional charges may be assessed to the Renter for use of the facility beyond the specified rental contracted time. The determination of assessment will be at the sole discretion of the City and will be taken from the Renter's deposit.
- k. The facility maximum capacities are strictly enforced. The maximum capacity for an event includes all adults and children,



including caterers, DJ's, bands, party planners, etc. Violation of the capacity limits will result in immediate termination of the event and forfeiture of some or all of the facility deposit.

- l. No rice, birdseed, confetti, glitter, rose petals, or sand may be thrown inside or outside of the facility.
- m. Smoking of any kind is prohibited in any City facility or within 20 feet of entrance or exit per State of California law (State Code 7596-7598).
- m. All City furniture must stay inside the facility. Any furniture brought in by the Renter (chairs, sofas, tables, light bars, etc.) must have padded or protected feet.
- n. Use of nails, tacks, scotch tape, staples, etc., is strictly prohibited. Only painters tape may be used to attach items to walls. Gaffer tape may be used on the floor.
- o. At no time shall exits or exit signs be covered or obstructed.
- p. The City will not supply ladders, extension cords, scissors, tape or paper for use. Renter must provide supplies, if necessary.
- q. Electrical outlets are limited to 20 amps.
- r. Mylar/foil balloons with helium are prohibited, however air-filled Mylar/foil balloons are permitted.
- s. All decorations must be fire proofed or made of fire retardant materials. Candles are permitted only in holders in which the flame is not exposed (except on cakes). Open flames such as gas burners, candles and butter warmers (with the exception of Sterno-type cups) are not allowed inside the facility.
- t. Fog machines, smoke machines, and hazers are not permitted.
- u. Barbecues, grills, and griddles are permitted only with advance approval and in designated areas.
- v. All decorations must be removed before the premise is vacated.
- w. Parking is available on nearby streets and City parking lots/structure, but is not guaranteed.
- x. Equipment and decorations not listed above requires written approval from City staff.

#### 4. Alcohol

Initial: \_\_\_\_\_

- a. If alcohol is going to be served or sold, it must be indicated on the rental application and permit.
- b. Alcoholic beverages, if allowed, are the responsibility and liability of the Renter and/or organization renting the facility.
- c. Presence and/or the consumption of any and all alcoholic beverages shall be prohibited except by permit, and only consumed during the event time indicated on the permit.
- d. Alcoholic beverages must be served from a controlled bar by a person over 21 years old and must be served with food. The serving alcohol must end 30 minutes before the conclusion of the event.
- e. To sell alcoholic beverages at your event, a valid alcohol permit from the California Department of Alcoholic Beverage Control (A.B.C.), must be obtained. Events involving the exchange of monetary consideration (example: purchase of meal or meal ticket with any form of alcohol being served as part of the meal) also require a California Department of Alcoholic Beverage Control (A.B.C.) permit. A.B.C. will issue one-day permits to 501(c)3 non-profit groups who wish to sell admission tickets, beer, wine or distilled spirits at a fundraising event. A.B.C. applications are available at the Parks and Recreation office and it is the renter's responsibility to complete and submit the application to A.B.C. (located at Elihn M. Harris State Office Bldg. 1515 Clay Street, Suite 2208, Oakland, CA 94612, (510) 622-4970).
- f. Alcohol permit must be on file in the Parks and Recreation Office 14 days prior to your event. Alcohol permit must be prominently displayed during your event. City staff is required to check your license prior to allowing the sale or distribution of alcohol at the event.

g. Violation of any of these requirements will result in immediate termination of Renter's event and will result in forfeiture of the damage deposit.

5. Security Guards

Initial: \_\_\_\_\_

- a. Security guards may be required to be on duty during the event. The Brentwood Police Department will determine if security guards are necessary and the number of guards required at the event. The renter is responsible to pay for these services. Security guards must be present at the times stated on the Brentwood Police Department's Conditions of Approval letter.
- b. Security guard companies must be registered and approved by the Brentwood Police Department and must have a valid City of Brentwood business license. City will provide you a list of approved companies and the renter can select and reserve a company from the list.
- c. The Renter has direction over security guard duties.

6. Insurance

Initial: \_\_\_\_\_

- a. Renters are responsible for providing insurance. The Renter is accountable financially for any and all accidents or injuries to persons or property resulting from their use of City facilities.
- b. Renters may use their own insurance provided that the policy meets minimum standards (City staff will provide information if choosing this option).
- c. If you are unable to provide this certificate through your homeowners' insurance, you may purchase special event insurance through the City.



# Facility Rental Rules & Regulations

City of Brentwood Parks & Recreation

## Cleanup Agreement

The Renter agrees to walk the facility, including restrooms, kitchen and rooms reserved with facility staff prior to and after the event to review any current or new damage to the facility that may have occurred during the rental.

The Renter agrees to perform the following:

- a. Pick-up and discard/remove all decorations (e.g. table coverings, wall décor, centerpieces, balloons, etc.)
- b. Pick up all trash, both inside and outside, and place in lined trashcans provided.
- c. Ensure caterers clean kitchen area (i.e. stoves, counters, sinks, remove all items from the refrigerator, etc.)
- d. Report all spills to facility staff immediately for cleanup and allow staff access to area.
- e. Remove all equipment brought in for the event by the rental end time (i.e. by the DJ, decorator, caterer, etc.)
- f. Leave walls, floors, and restrooms undamaged.

By signing below, I agree that at the conclusion of my event I will leave the facility in the same condition as when the event began. I further understand that non-compliance to this Agreement will result in the forfeiture of some, if not all, of my deposit, as well as I may be invoiced for any additional cost to provide for the clean up of my event.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



# Facility Rental Rules & Regulations

City of Brentwood Parks & Recreation

## Facility Rental Checklist

Initial each item:

\_\_\_\_\_ I have had the opportunity to read the Rules & Regulations and received a copy.

\_\_\_\_\_ I will be in attendance throughout the event and I am responsible for the conduct and control of the group.  
Children under the age of 18 must be supervised at all times

\_\_\_\_\_ I have reviewed the rules about decorations.

\_\_\_\_\_ Facility Walk-Through: I agree to walk through the rented area(s) with City staff before and after the event  
(no one will be allowed in the facility before the walk-through.)

\_\_\_\_\_ The maximum number of people (including guests, DJ/band, caterers, etc.) allowed at my event is \_\_\_\_\_.  
It is my responsibility to control the number of people admitted and not allow more than capacity.

\_\_\_\_\_ Insurance criteria reviewed.    Purchase from City    Provide own insurance and endorsement

\_\_\_\_\_ Security services criteria reviewed.

\_\_\_\_\_ All contract modifications must be in writing. Additional fees may apply.

\_\_\_\_\_ Fees must be paid 30 days prior to my rental date or I risk cancellation of my event. (No checks will be accepted for payments made less than 30 days before the rental date. Only cash will be accepted for payments made less than 14 days before the rental date.)

\_\_\_\_\_ Proof of security guards services, alcohol permit, and/or health permit must be submitted 14 days prior to the rental date (if applicable).

\_\_\_\_\_ All paperwork, fees, and insurance are due on \_\_\_\_\_.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_