



Chico Area Recreation and Park District “Helping People Play”

545 Vallombrosa Avenue, Chico, California 95926,
(530) 895-4711, Fax (530) 895-4721

Picnic Area Rental Rules and Regulations

1. GENERAL RULES AND INFORMATION

- All reservations must be approved in advance by CARD.
- Reservations will only be issued to adults 18 years of age and over.
- Reservations are accepted on a first-come, first-served basis, up to one (1) year in advance of the rental date. Certain exceptions may apply.
- Reservation requests will not be accepted less than ten (10) working days prior to the date requested. For reservations received less than ten (10) working days, CARD will make a reasonable effort to accommodate those reservations based upon availability of staff and the accommodations needed.
- Rental times include set-up and take-down/clean-up time.
- Available parking is not guaranteed and may be limited. Parking is allowed in parking lots only. No motorized vehicles or motorcycles are allowed on the grass, sidewalks, infields, etc.
- Power/electricity is NOT provided. Any reservations having special equipment such as inflatable bounce houses must provide their own power/electricity.
- If items are going to be sold or admission fees are going to be charged, prior written approval must be received by CARD, and all necessary permits must be received two weeks prior to the event date.
- CARD reserves the right to book additional events before and after confirmed reservations.
- CARD reserves the right to deny reservations based on maintenance needs and/or area conditions.
- Storage is not available to users before or after events. Set up of equipment is allowed only during the hours for which the picnic area(s) has (have) been reserved.
- CARD reserves the right to photograph events for promotional purposes.
- Under certain circumstances, as determined by the General Manager, the District reserves the right to negotiate fees, General Liability Insurance and limits, as well as the amount of a Security Deposit, and any other applicable fees.

- All groups, organizations, and individuals who rent a CARD facility shall agree to indemnify and hold harmless the Chico Area Recreation and Park District, its officers, directors, staff, employees, and volunteers from any liability for damages and claims for damages or personal injury or death, as well as for claims for property damage and/or loss, including personal property, which might arise from the use of CARD's Facility.
- **The Chico Area Recreation and Park District does not guarantee that tables or barbecues will be available on the date of your reservation due to vandalism and uncontrollable circumstances.**
- **THE CHICO AREA RECREATION AND PARK DISTRICT IS NOT RESPONSIBLE FOR ACTIONS, INJURIES, OR LOSS OF PROPERTY AS A RESULT OF THE EVENT.**

2. CARD STAFF AND SECURITY

- CARD reserves the right to require CARD staff, uniformed security personnel, and/or attendant services for any function at the discretion of the General Manager or his/her designee. The staff, security guards, and/or attendants will be hired and contracted by CARD, at the Renter's expense. The staff, security guards, and/or attendants are **not** there to perform physical labor for the applicant, such as loading and unloading cars, moving tables, chairs, etc. The staff, security guards, and/or attendants are **not** permitted to accept "tips" or other gifts, or participate in the event or celebration.

3. RENTAL FEES AND CHANGES

- All fees must be paid in full at the time the reservation is confirmed and the permit/contract is executed.
- Fees will not be refunded for reservation times not used.
- Changes such as the nature of the event or the number of participants, shall be made to the CARD Office, in writing, not less than thirty (30) days prior to the scheduled event. Only the person(s) listed on the permit/contract is (are) authorized to submit rental changes. Changes must be approved by CARD staff and, if necessary, fees will be adjusted. CARD reserves the right to deny changes.
- At the discretion of CARD Staff, Renter may be charged additional fees if it is determined that additional staff and/or security guards are needed for an event. The cost for each security guard will be \$25 an hour, and the cost for each additional staff member will be \$20 an hour.

4. RENTAL CANCELLATIONS

- CARD reserves the right to cancel any activity due to weather, unsafe conditions, or other reasons that might endanger the health, safety, or welfare of the participants, public and/or property. If CARD cancels the event before the start date, all rental fees and deposits will be refunded.

- If CARD cancels the event once in progress due to circumstances beyond CARD's control and for reasons not caused by the Renter or participants, rental fees will be refunded minus direct costs of staff and services provided.
- If CARD cancels the event once in progress due to reasons that are caused by the Renter or participants, no rental fees or deposits will be refunded.
- If the reservation is cancelled by Renter thirty (30) days or more before the event, CARD will retain 50% of the total rental fee for each day/reservation cancelled.
- If the reservation is cancelled by Renter twenty-nine (29) days or less before the event, all rental fees will be forfeited.
- All cancellations must be submitted in writing including the signature of the person appearing on the Rental permit/contract, the event date, the location reserved, and the date of the cancellation request.
- If incomplete, inaccurate, or false information is provided, it may result in cancellation of the rental, and loss of entire security deposit and/or any fees paid.

5. **PARK SAFETY**

- CARD strives to provide park guests and park neighbors with a safe and trouble-free environment. A CARD staff member will be in or near the park during your activity. CARD staff have the authorization to stop or modify any activity if deemed necessary. If you have safety concerns, or onsite problems, please call (530) 624-3985. For emergencies call 911.

6. **RESTRICTIONS**

- Animals, such as ponies to provide pony rides for an event, or petting zoos are prohibited.
- Bounce houses with any type of water feature, water slides, dunk tanks, or any other similar items, are prohibited.
- Bounce houses may only be set up in designated areas of the park, and must be supervised at all times.
- Dogs must have all current vaccines and remain on a leash at all times.
- No campfires are allowed.
- Do not stake anything into the lawn as this could break underground irrigation.
- Defacing of trees, nature, vegetation, benches, tables, any park fixture, open ground, or paved roads/paths with markings, staples, tacks or signs is prohibited. No piñatas or accessories shall be affixed to trees. Do not tape, glue, staple or nail flyers or any other items to trees, building, poles, etc.
- Sub-leasing to another individual or party is strictly prohibited.
- No glass containers are allowed in any CARD park.

7. **FOOD**

- If Renter is preparing, or serving food to a known group of people, additional permits are not required. However, if the Renter plans to sell or serve food to the general public, a permit is required.

8. **BARBECUES**

- Barbecue grills are available for use at certain picnic sites. Only charcoal briquettes from manufactured sources can be used in said devices.
- Personal propane barbeque devices will only be allowed in designated picnic areas. All other personal barbeque devices are strictly prohibited unless permitted by written agreement with the District. All barbeque devices must be from manufactured sources, in good working condition, and used only for their intended uses.
- Thoroughly quench the fire after using the barbecues. Live coals must **NOT** be put on the grass or into trash receptacles.

9. **VENDORS**

- A list of Vendors (anyone who promotes, sells or exchanges goods or services), and all applicable fees must be provided fourteen (14) days prior to the event. All Vendors must be approved by CARD prior to the event. CARD reserves the right to deny approval of any proposed Vendor. Falsification of this information will cause immediate cancellation of the event and forfeiture of all fees and deposits.
- Renter assumes full responsibility for the Vendors at their function. All Vendors must be properly licensed for the good(s) or service(s) they are providing. Any contract for Vendor services will only be between the Renter and the Vendor. Vendors must adhere to all policies and procedures outlined herein and on the rental permit/contract, as well as the Rules and Regulations of the Chico Area Recreation and Park District. Renter assumes full responsibility for communication between them and Vendors. CARD should not be listed as a contact for the event.

10. **ALCOHOLIC BEVERAGES/SMOKING**

- Renter and guests must abide by and follow all Rules and Regulations of the Chico Area Recreation and Park District. Failure to do so at any time during the event will result in the District canceling the event and forfeiture of rental fees and deposits.

11. **AMPLIFIED SOUND**

- Amplified sound is prohibited without prior written authorization from CARD. Renter is responsible for complying with all City of Chico noise ordinances.

12. **TRASH DISPOSAL/CLEANUP**

- Before leaving, the facility must be cleaned up and all garbage put in trash cans, and all decorations, signage, personal property, and equipment must be removed within the rental time. If the facility is not cleaned, the Renter will be charged for the time to clean up. If the trash cans are full, all debris must be bagged and removed from the picnic area by the Renter.

13. RENTER'S RESPONSIBILITIES

- Renter must abide by and follow all Rules and Regulations of the Chico Area Recreation and Park District.
- CARD is not responsible for any property brought to the event by renter, or renter's guests or invitees.
- Falsification of any information will cause cancellation of the reservation and forfeiture of all fees and deposits.
- CARD reserves the right to cancel a scheduled event. If a Renter does not meet contractual terms, the Renter's event can be cancelled without refund and could result in denial of any future rentals/reservations.
- Renter assumes full responsibility for the conduct of the guests and all activities at their function. Violence, loud behavior, and unsupervised children are not permitted and will not be tolerated. Guests must adhere to all policies and procedures outlined herein and on the rental permit/contract, as well as the Rules and Regulations of the Chico Area Recreation and Park District. CARD may cancel any event for violations of any Rules and Regulations of the Chico Area Recreation and Park District, or any federal, state, local laws and/or ordinances.
- Renter assumes full responsibility for communication between Renter and attendees for events held. CARD should not be listed as a contact for the event.
- Sponsors of activities and events designed to accommodate minors must provide adequate supervision by an adult at all times while using the facilities.
- No person or organization other than the applicant is allowed to conduct the event for which the reservation is issued. The reservation shall not be transferred or assigned; any such transfer or assignment shall void the reservation.
- Under no circumstances shall CARD owned equipment or property be removed from the facility. Renters will be liable for the cost of necessary repairs and/or replacement of any equipment or property lost, damaged or stolen during the Renters use of the facility.

14. SECURITY DEPOSIT

- If it is determined that a security deposit is required, the security deposit will be due at the time the rental permit/contract is signed by the Renter. Security Deposits are processed immediately upon receipt and will be returned within fourteen (14) business days after the event date if no damages or violations occur. Security deposits will not be returned if your event causes the need for any of the following:
 - Cleaning beyond the normal daily maintenance: Renter is responsible for leaving the premises in the same condition in which it was provided, which includes removal of all decorations, food, and supplies prior to the expiration of the reserved time.
 - Repairs or replacement due to structural or equipment damage.
 - Fire Department response due to false alarm or exceeding capacity per the Fire Code.

- o Police Department response due to failure to follow all laws and ordinances, including, but not limited to, the City's sound ordinance and laws related to disturbing the peace.
- o If security guards or staff are required to stay for any additional amount of time.
- The security deposit will be used to pay for any additional fees. If fees exceed the amount of the deposit, the Renter will be required to pay the additional amount.
- CARD reserves the right to cancel any event and retain the entire security deposit if the Renter has knowingly made a false statement of material fact, or has knowingly omitted to state a material fact in the rental application.

15. INSURANCE

- If it is determined that insurance is required for an event, no later than thirty (30) days prior to the event, Renter must obtain at Renter's sole expense and carry and pay all premiums upon a policy of General Liability Insurance for bodily injury and property damage in the amount of one million dollars (\$1,000,000) combined single limit (CSL) of each occurrence. Renter must provide a "Certificate of Insurance" with an attached endorsement indicating that the Chico Area Recreation and Park District is an additional insured with all facilities specifically identified on the policy. (Example: DeGarmo Park).