

### Picnic Area Rental Policies and Procedures

### **General Rules and Information**

- 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 year in advance of the rental date.
- Reservations may be made via the CARD website at www.chicorec.gov or over the phone at 530-895-4711.
- Reservation requests will not be accepted less than seven days prior to the date requested. For reservations received less than seven days, CARD will make a reasonable effort to accommodate those reservations based on the availability of staff and the accommodations needed.
- Rental times include set-up and take-down/clean-up time.
- Event attendance may not exceed the maximum capacity for each picnic site. In the case that your event will exceed the maximum capacity, CARD staff will coordinate alternative options for your Large-Scale Event.
- 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.
- Electricity is only available for an additional fee at DeGarmo Pavilion and Wildwood picnic
  areas. We do not provide power cords or any other equipment. Any reservations having
  special equipment such as inflatable bounce houses must provide their own
  power/electricity such as a generator.

#### Bounce Houses:

- 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.
- Renter must supply their own power/electricity such as a generator. Bounce Houses cannot be plugged into picnic site outlets or any other power outlets in CARD parks.
- If items are going to be sold prior approval must be received by CARD, and all necessary vendor
  permits must be received two weeks prior to the event date. Vendors who are not preapproved will be asked to leave the park.
- If admission fees are going to be charged, your event may qualify as a Large-Scale event, not a picnic rental.
- CARD reserves the right to book additional events before and after confirmed reservations.
- Storage is not available to users before or after events. Set up of equipment and decorations is allowed only during the hours for which the picnic site has been reserved. All equipment and decorations brought to the picnic site by the Renter must be removed by the end of the rental time.

- CARD reserves the right to photograph events for promotional purposes. Under certain circumstances, the District reserves the right to negotiate fees, General Liability Insurance, and limits, as well as 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 <u>tables or barbecues</u> 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.

### **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 time not used.
- Refunds will not be issued in case of rain. Full refunds will be issued for AQI that is 151 or higher, or in the event of severe heat conditions.
- Changes such as the nature of the event or the number of participants shall be submitted to rentals@chicorec.gov not less than seven 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.
- Renter acknowledges that the picnic site may be rendered unusable or otherwise unavailable due to circumstances beyond CARD's control, including but not limited to flooding, fire, natural disaster, severe weather, health and safety, pandemic, Federal, State or local mandates, power outages, other acts of God, criminal acts or acts of war or terrorism. In the event the picnic site should become unavailable due to any such circumstances, CARD in its absolute and sole discretion reserves the right to cancel the reservation and refund all fees paid by Renter. In such event, Renter acknowledges and agrees that CARD shall not be liable for any costs, expenses, or consequential damages the Renter may experience, including but not limited to, lost profits, lost opportunity, and/or any costs or expenses incurred in connection to the Renter's event.

### **Rental Cancellations**

- All cancellations must be submitted to <u>rentals@chicorec.gov</u> by the person appearing on the Rental permit/contract. The notification should include the event date and the location reserved. Cancelations are subject to the following conditions and fees:
  - If the reservation is canceled by Renter fourteen (14) days or more before the event,
     CARD will refund 100% of the total rental fee for each day/reservation canceled.
  - o If the reservation is canceled by Renter thirteen (13) days or less before the event, all

rental fees will be forfeited.

- 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.
- CARD reserves the right to cancel a scheduled event. If a Renter does not meet contractual terms, the Renter's event can be canceled without refund and could result in denial of any future rentals/reservations.
- If CARD cancels the event once in progress due to circumstances beyond CARD's control and for reasons <u>not caused by the Renter or participants</u>, 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 incomplete, inaccurate, or false information is provided, it may result in the cancellation of the rental, and loss of any fees paid.

#### Restrictions

- Animals, such as ponies to provide pony rides for an event, or petting zoos are prohibited.
- 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 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, buildings, poles, etc.
- Use of the following, or other similar materials, is strictly prohibited: Bird Seed, Confetti, Glitter, Hay, Orbeez, Rice, Sequins, Straw, Fog Machines, and Bubble Makers.
- Sub-leasing to another individual or party is strictly prohibited.
- No glass containers are allowed in any CARD park.

## **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.

### Food

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

#### 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 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.

### **Vendors**

- A list of Vendors (anyone who promotes, sells, or exchanges goods or services), and all
  applicable fees must be provided fourteen 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.

## Alcoholic Beverages/Smoking

- Alcohol is not allowed in CARD parks.
- Consumption of alcoholic beverages by minors is prohibited. Consumption of alcoholic beverages by minors will result in immediate termination of the event, and all fees, including the deposit, will be forfeited.

# **Amplified Sound**

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

# Trash Disposal & Cleanup

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

# Renter's Responsibilities

- Renter must abide by and follow all Rules and Regulations of the Chico Area Recreation and Park District.
- All set-up and removal of items must occur during the rental time, and the outside area must be left clean and in the same condition as it was at the time the Renter arrived at the facility.
- 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.
- 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, or 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.