



DOWNTOWN EVENT CENTER RENTAL APPLICATION

Rec'd By / Date

Permit#

Pg. 1 of 2

APPLICANT INFORMATION

APPLICANT NAME/TITLE: _____ EMAIL: _____

NAME OF ORGANIZATION/COMPANY: _____ EIN #: _____
(If applicable) *(For non-profits, please attach 501c(3) documentation)*

ADDRESS: _____ CITY/STATE: _____ ZIP: _____

PRIMARY #: _____ cell/home/work DRIVER'S LICENSE #: _____

SECONDARY #: _____ cell/home/work DATE OF BIRTH: _____

EVENT INFORMATION (check all that apply)

DATE OF EVENT: ____/____/____ DAY(S): Su M Tu W Th F Sa
(Ongoing renters can attach additional list of dates)

RENTAL HOURS: _____ am/pm to _____ am/pm *(Rental duration must include ample set-up and clean-up time.)*

ATTENDANCE: # Adults: _____ #Youth: _____ (<18 years old) # Total: _____ % of Fremont residents: _____ %
Youth Rentals: number of adults must exceed the number of youth in attendance.
Guest of honor under 21?: Yes No

PURPOSE: Conference Trade Show/Fair Meeting Wedding Cultural Event
 Other/Celebration: _____

WILL INCLUDE: Admission charge/sales/donation/fundraiser involved. Proceeds for: _____
(Written Approval from City Manager or Designee Required - FMC Sec. 12.20.060 (q))

Decorations (Type/Location): _____

Temporary Signage (Type/Location): _____

ROOMS/AREAS: VIP Package State Room Capitol Room Liberty Room Plaza

ADD ONS: North End Lobby Dance Floor Cocktail Tables; Qty: _____
 Main Patio Bar; Qty: _____ Outdoor Tables; Qty: _____
 Foldable Chairs; Qty: _____ Canopies; Qty: _____ Bistro Set; Qty: _____
 Lounge Set; Qty: _____ _____ _____



RENTAL APPLICATION DOWNTOWN EVENT CENTER

INSURANCE AND ADDITIONAL REQUIREMENTS

CHECK ALL THAT APPLY:

- 50 - 99 guests
- 100+ guests

ALCOHOL:

- Serving
- Selling
- Beer/Wine Products/Champagne
- Distilled Spirits

WILL YOU BE USING ANY VENDORS?

- Yes
- No
- Caterer
- Band/DJ
- Event Planner
- Other: _____

PLEASE READ AND INITIAL NEXT TO EACH ITEM BELOW:

(Initial Here) I understand that any rentals with attendance of 50+ individuals or that serve any alcohol will be required to file evidence of adequate comprehensive general liability, liquor liability, and possibly workers' compensation insurance. I may provide my own insurance or purchase a Special Event policy through the *California Joint Powers Risk Management Authority* by going to www.cjprma.org.

(Initial Here) I understand the "Certificate of Liability Insurance" requires a minimum of \$1,000,000, per occurrence in general liability coverage, naming the City of Fremont as additionally insured for the date of the event, and must be submitted seven (7) business days prior to scheduled event. If alcohol is served, liquor liability coverage is also required and must be stated on the Certificate.

(Initial Here) I understand that if I have 100 or more guests or serve distilled spirits, a second employee will be required, and I will be charged the additional hourly staff rates at actual City cost. If deemed necessary by the Department, I may also be required to provide additional security as a condition of use or be charged additional hourly staff rates at actual City cost.

(Initial Here) I understand only caterers are allowed to serve or sell distilled spirits at the Downtown Event Center and Permittee must submit proper documents no later than seven (7) workdays before the use of the facility. A second City employee will be required, and Permittee may be charged the additional hourly staff rates.

(Initial Here) I further understand I am responsible for any other vendors that come onto City property must have a City of Fremont business tax license, and appropriate insurance, permits and certificates.

(Initial Here) I understand that this high-end facility requires that the number of adults must exceed the number of youth in attendance. There are additional restrictions on allowable activities that may not exist at the City's other rental facilities.

HOLD HARMLESS AND COMPLIANCE AGREEMENT

It is distinctly understood and agreed that the applicant assumes all risks for loss, damage, liability, injury, cost or expense that may arise during or be caused in any way by such use or occupancy of the facilities of the City of Fremont and/or Recreation Services; the applicant further agrees that in consideration of being permitted to use the facilities, they, will save and hold the said City of Fremont and/or their employees from any loss, claims, and liability or damages, and/or injuries to persons and property that in any way may be caused by applicant's use or occupancy.

Any change, alteration or modification of intended use must be approved by Recreation Services. Change can result in cancellation of use or change in use requirements and fees.

I have read the Rental Reservation Regulations and Guidelines and understand that if my use does not meet the criteria established therein, I will forfeit my entire deposit. I further understand that I am fully responsible for the actions of everyone who attends my event and agree to fully cooperate with City of Fremont staff to assure that my use adheres to the Rental Reservations Regulations and Guidelines.

I, the undersigned, hereby certify that I will be personally responsible on behalf of the applicant of any damage/loss sustained by the grounds, building, furniture or equipment or unusual clean up occurring through the occupancy of said facilities by the applicant.

Print Name

X

Signature

Date Completed

1. **APPLICATION, FEES, AND DEPOSITS:** Reservations are completed through presentation to the Community Services Department of application, payment of all fees and deposits, agreement waivers, and any additional required documents. Each Applicant, including each authorized representative for any club, organization, corporation, or other entity, must be an adult, legally competent to enter into contracts. You will receive an approved permit.
 - a. **Approval of Use.** Applications are not valid Permits until completed by the Permittee and approved by the City. No verbal agreements for use of facilities, picnics, and parks shall be made, nor in any way be binding on the City of Fremont.
 - b. **Application Filing Period.** Applications for use of City of Fremont facilities must be completed, and received by the Department for the requested facility, no earlier than the filing period dependent on rental space and no later than ten (10) business days prior to the first requested date of use. Applications submitted after this time will be considered on a staff availability basis.
 - c. **Cleanup and Damage Deposit** will be required for most sites and the amount would be determined by location. A full refund of the Cleanup and Damage Deposit will be issued after the last use date when no additional charges are assessed to the Permittee as a result of Permittee's use, and the Permittee does not have an outstanding balance with the City. Additional charges may be assessed for occurrences such as the facility not being vacated by the ending time on the Permit, extra cleanup and/or damage or loss to the facility.
 - d. **Payment(s).** For one-time use date requests, applicant shall pay all City fees and deposits prior to application approval. A mutually agreed upon payment plan may be allowed for regularly scheduled uses. Late payments, according to the mutually agreed upon payment plan, may result in cancellation of Permit. If during the Permittee's use of the facility the City assesses additional fees, they must be paid no later than ten (10) days after the use.
 - e. **No Transfers.** A Permittee cannot transfer, assign, or sublet their Permit to another person or entity.
 - f. **Equipment.** Any tables, chairs, equipment requests must be included on the application at the time of submission. Additional fees may be applied depending on request.
 - g. **Staffing.** Any rental with attendance of 100+ individuals or serving distilled spirits, a second employee will be required, and Permittee will be charged the additional hourly staff rate.

2. **TIME RESERVED TO COVER ENTIRE USE:** The hours indicated on the application must be inclusive of the time necessary for anyone associated with the use to have access to the facility – decorate, set up, conduct the activity and clean up the facility after use. Unscheduled overtime shall be charged at one-and-one-half times the hourly rental rate.

3. **RENTAL HOURS:**
 - a. **Facilities.** Sunday through Thursday, 8:00am to 10pm; Friday and Saturday, 8:00am to 12:00am.
 - b. **Picnic/Parks.** 8:00am to sundown. Permittee must occupy the site by 10:00am. Reservation fees and deposit (if charged) will be forfeited by 10:30am and the site will be released for public use.

4. **INSURANCE:** Any rentals with attendance of 50+ individuals or that serve any alcohol will be required to file evidence of adequate comprehensive general liability, liquor liability, and possibly workers' compensation insurance, in an amount and type subject to the approval of the City and name the City of Fremont as additional insured. Permittee may provide their own insurance or purchase a Special Event policy through the California Joint Powers Risk Management Authority. Details are included on the Rental Application. Insurance coverage must be submitted (7) business days prior to Permittee's scheduled event.
 - a. **A Certificate of Liability Insurance** for the date of the event with a minimum of \$1,000,000 per occurrence in liability coverage, naming the City of Fremont as additionally insured, must be submitted seven (7) business days prior to Permittee's scheduled event. If alcohol is served, liquor liability coverage is also required and must be stated on the Certificate. Failure to submit insurance certificates in a timely manner may negate Permittee's reservation and permit.

5. **ALCOHOL REGULATIONS:**
 - a. **Use of Alcoholic Beverages Must Be Approved.** The use of alcoholic beverages is by written permit only and must be requested on the application at the time of submission. The Department reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law and City policy.
 - b. **Alcohol Beverages Permitted.** The use of alcohol will be restricted to beer, wine, wine punch and/or champagne at recreation facilities. Distilled spirits may be permitted at the Downtown Event Center and Plaza with prior approval and proof of proper license, permit, and liability.
 - c. **Liquor Liability Required.** The use of alcohol will require liquor liability insurance. A copy of the insurance must be submitted to the Department no later than seven (7) workdays before the use in which alcoholic beverages are to be served or sold.
 - d. **No Sale of Alcoholic Beverages.** There will be no on-site sale of alcoholic beverages permitted without prior written authorization from the City of Fremont.
 - e. **Possession of Alcohol/Disorderly Behavior.** No person shall be admitted to a facility or picnic/park site if the person is disorderly or disruptive to the event. Department staff shall notify the Fremont Police Department if there is reason to suspect that the person is in violation of law, including Fremont Municipal Code Chapter 12.20.
 - f. **Time Limits for Use of Alcoholic Beverages.** The use or provision of alcoholic beverages during indoor facility uses shall not exceed four (4) hours for any use date, and in no instance extend beyond legal hours established in the State Business and Professional Code. Consumption and distribution of alcohol must end at least one (1) hour prior to the end of the event.
 - g. **Supervision of Occupancies.** During all alcohol uses, City staff will be present to monitor alcohol use.
 - h. **Removal of Alcoholic Beverages.** The Permittee will remove all alcohol beverages from the premises immediately following the approved use.
 - i. **Forfeiture of Deposit.** A rental deposit may not be refunded if Permittee does not adhere to the City and Department's Alcohol Regulations.

6. **VENDORS/PAID SERVICES:** Any vendors and/or paid services used on City premises will be the sole responsibility of the Permittee. Permittee will assure that all vendors and paid services have proper licensing, permits, and insurance coverages in the event damage or loss occurs.
 - a. **Distilled Spirits.** Only caterers are allowed to serve or sell distilled spirits at the Downtown Event Center and Permittee must submit proper documents no later than seven (7) workdays before the use of the facility. A second City employee will be required, and Permittee may be charged the additional hourly staff rates.
7. **CANCELLATIONS :** Permittee must submit written notice of cancellation at least ten (10) days prior to the cancellation of any dates covered by the permit. Fees for uses canceled thirty (30) or more days in advance will be refunded, less 10%; 10-29 days, less 30%; less than ten (10) days, no refund. The City shall have the exclusive right to cancel a permit without liability to the City.
 - a. **Rain Out Policy (picnic/park only).** Reservations cancelled due to inclement weather are non-refundable. Notification of cancellation must be communicated to the Department on the day of the reserved use by 10:00am. If received by then, the reservation may be rescheduled for a future use within six months of the cancelled use date. If the rescheduled date occurs in a period with a higher or lower use fee, the fee applicable to the new use date shall apply. Failure to reschedule a cancelled use within a six (6) month period will result in forfeiture of the reservation fee.
8. **SET-UP/TAKE-DOWN/CLEAN-UP:**
 - a. **Community Center and Picnic/Park.** Permittee is required to set up, take down, and clean tables and chairs for their event. City staff will show Permittee where equipment is located. Groups must also clean up facility or picnic/park back to its original state.
 - b. **Downtown Event Center.** Permittee will work with staff prior to event day(s) to choose room layout. Staff will set-up the tables, chairs, and added equipment approved as per the application. Permittee is required to set up and remove additional decorations, and clean-up after use within the rental time frame, including City equipment. Staff will take down tables, chairs, and additional City equipment.
 - c. **Deposits** will be forfeited for inadequate clean-up, care of furnishings or site, or goes beyond approved rental time. Additional charges may also apply.
9. **DAMAGE TO FACILITY OR EQUIPMENT:** The Permittee shall be responsible for any damage or loss to equipment or property during the Permittee's use in accordance with the Permit. The premises and facilities used must be restored to previous condition within the time specified on the Permit. Permittee whose use results in damage, loss or extensive cleanup will forfeit deposit and be required to pay additional costs, if any.
10. **DECORATING:**
 - a. **Adhesives, nails, etc.** The use of cellophane adhesive tape, clear tape, duct tape, nails, staples, screws, etc., in walls, woodwork, on windows, on tables or other equipment/facilities is prohibited. Masking tape, if used, must be removed following the activity.
 - b. **Decorations must be fireproof.** All decorations must be fireproof or of fire-retardant materials.
 - c. **Light fixtures.** Nothing shall be attached to light fixtures.
 - d. **Open flame devices.** Candles or other open flame devices will not be permitted.
 - e. **Ceiling sprinklers.** No decorations will be permitted within 18 inches of sprinklers.
 - f. **Exits, exit signs, and walkways.** At no time will exits, exit signs, or walkways be covered or obstructed.
11. **SPECIAL EQUIPMENT AND FURNISHINGS:** Some rooms are equipped with specialized equipment and furnishings for City sponsored classes. These materials are NOT available for your use unless authorized in advance and approved on your application.
12. **FOOD REGULATIONS:** It is the Permittee's responsibility to meet County Health Department standards. Food and beverages will be permitted only in designated areas - as determined by the Department. Certain facilities may prohibit cooking. Kitchen facility training may be required to be completed prior to use.
13. **CONDUCT OF PERSONS:** Youth groups must have adequate adult supervision as determined by the Department. Permittee shall be responsible for the orderly conduct of all persons using the premises (invited or not) during all times covered by the Permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to undesirable conduct. Any Permittee whose facility use results in additional City staff costs shall forfeit any deposit and be required to pay any and all additional costs.
14. **NOT PERMITTED:**
 - a. **Smoking.** Smoking is NOT permitted on City of Fremont community facilities and park property.
 - b. **Horseshoes, hardball, lawn darts, golf and dunk tanks.**
 - c. **Support stakes** for game nets or awnings must not penetrate more than six inches into the group as plastic irrigation piping may be damaged.
 - d. **Inflatable devices** must be enclosed with sides and not exceed 16'x16'x18' (standard size) in total size. Must be placed outdoors only, not obstructing walkways. Vendor must provide generator. Permittee must have a park/picnic use permit. Permittee may be applied a green space fee.
15. **AMPLIFIED MUSIC:** Amplified music MUST be reduced in volume and doors CLOSED to the outdoors after 10:00pm. Facilities are in residential areas and renter must adhere to noise regulations in these areas. Music must cease one (1) hour prior to the end of the rental or by 11:00pm, whichever comes first.
16. **STORAGE:** Storage is not available for equipment or supplies not owned by the City, unless with written approval from the Department.
17. **USE OF STYROFOAM:** As of 1/1/11 the use of Expanded Polystyrene (#6) food service ware commonly known as Styrofoam has been prohibited for all City Facility Users. Any food service ware must be compostable/recyclable. Violations may result in fines. Payable by Permittee.



DOWNTOWN EVENT CENTER
ALCOHOL USE PERMIT

Table with 2 columns: Date, Permit# and Supervisor Approved/Disapproved (Circle & Initial)

The Department reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law and City policy. Additional staff will be required for any function that serves distilled spirits. Any changes, alteration, or modification of intended use must be approved by the Department. Changes can result in cancellation of use or changes in use requirements and fees.

An Alcohol Use Permit must be completed, initialed, signed, and included with the Rental Application if serving or selling alcohol as part of the Downtown Event Center rental.

In conjunction with my application on _____(event day/date), I request permission to serve alcohol from _____ a.m./p.m. to _____ a.m./p.m. (maximum 4-hours only and ending and ending one (1) hour prior to the end of the party or by 11:00pm, whichever comes first).

I intend to serve: [] BEER/WINE PRODCUTS/SPARKLING WINE/SAKE [] DISTILLED SPIRITS

Describe serving method (i.e. bottles, cans, kegs, no-host bar, etc.): _____

[] I will contract with a licensed caterer if serving and/or selling distilled spirits.

Caterer Name and Contact: _____

- A) I am at least 21 years old. DOB ___/___/___ ID Verified _____(staff initial)
B) I understand that I must provide the City of Fremont with a valid Certificate of Liability Insurance and liquor liability coverage for the date of the event with a minimum of \$1,000,000 per occurrence in liability coverage, naming the City of Fremont as additionally insured, and must submit seven (7) business days prior to my scheduled event. I further understand that failure to submit insurance certificates in a timely manner may negate my reservation and permit.
C) I understand that I may not serve any distilled spirit, as defined in California Business and Profession Code Section 23005, or any beverage having alcohol content in excess of 25 percent by volume.
D) I understand, distilled spirits service is only allowed through a licensed vendor holding an off-premises catering liquor license and obtaining adequate State ABC licenses and permits at the Downtown Event Center. Proof of proper license, permit, and liability insurance must be submitted to City seven (7) days prior to event date. Host served distilled spirits will not be allowed.
E) I will not charge or solicit donations for alcoholic beverage, and I understand that receiving compensation for alcoholic beverages without a license is a crime. It is my responsibility to know whether a license from the California Department of Alcoholic Beverage Control or any other government agency is required of me or any caterer or other vendor, and I agree to abide by California Business and Professions Code Section 23399.1, including by not opening my event to the general public.
F) I understand that all alcohol consumption must remain inside the reserved space and not allowed outside of that defined area and it is my responsibility to stop serving alcohol one (1) hour prior to the end of my rental, OR no later than 11:00 p.m., whichever comes first.
G) I will not violate California Business and Professions Code Section 25602(a), which states: "Every person who sells, furnishes, gives, or causes to be sold, furnished, or given, any alcoholic beverage to a habitual or common drunkard or any obviously intoxicated person is guilty of a misdemeanor."
H) I understand that I am responsible for any minors consuming any alcoholic beverage which is punishable by law. If any minor consumes alcoholic beverages at the event the Fremont Police Department will be contacted, and I will forfeit my entire deposit.
I) I further understand that I am fully responsible for the actions of everyone who attends my event; and agree to cooperate fully with City of Fremont staff to assure that my use adheres to the community center use guidelines.

Printed Name

X Signature

Date

Any vendors and/or paid services used on City premises will be the sole responsibility of the Permittee. Permittee will assure that all vendors and paid services have proper licensing, permits, and insurance coverages in the event damage or loss occurs.

Only caterers are allowed to serve or sell distilled spirits at the Downtown Event Center and **Permittee must submit proper documents no later than seven (7) workdays before the use of the facility.**

Use of kitchen facilities shall be subject to the Health Department Regulations relating to such use. Kitchen training provided by the Department to the Permittee or their hired vendor(s) may be required to be completed prior to use.

Required Caterer Documentation:

1. Copy of current City of Fremont Business Tax Certificate.
2. Copy of current certificate of insurance designating amount of coverage available for general liability, workers compensation, and alcohol liability if serving and/or selling alcohol.
3. Copy of ABC Permit designated for the specific event if alcohol will be sold to the customer through pre-event arrangement, to guests at no-host bar.
4. Copy of current health permit for food preparation area, usually issued by local county agency.
5. Any additional documentation determined to be necessary by City.

Please forward required documentation to DTEC@fremont.gov and reference the name, and event date when submitting documents.



DOWNTOWN EVENT CENTER INSURANCE REQUIREMENTS

Any rentals with attendance of 50+ individuals or that serve any alcohol will be required to file evidence of adequate comprehensive general liability, liquor liability, and possibly workers' compensation insurance, in an amount and type subject to the approval of the City; and name the City of Fremont as additionally insured. The City of Fremont requires proof of insurance against claims for injuries to person or damages to property, which may arise from or in connection with the Permittee's use of a facility. Permittee is responsible for any damage/loss sustained by the grounds, building, furniture or equipment or unusual clean up occurring through the occupancy of a City facility.

Renters may provide their own insurance or purchase a Special Event policy through the California Joint Powers Risk Management Authority. The cost of such insurance shall be borne by the Permittee.

A. Through Homeowners Insurance/Corporate Policy:

A Certificate of Liability Insurance is required for the date of the event with a minimum of \$1,000,000 per occurrence in liability coverage, naming the City of Fremont as additionally insured. If alcohol is served, liquor liability coverage is also required and must be stated on the Certificate. Additionally insured endorsement should read:

City of Fremont
3300 Capitol Avenue Bldg A
Fremont, CA 94538

B. Online through California Joint Powers Risk Management Authority www.cjprma.org:

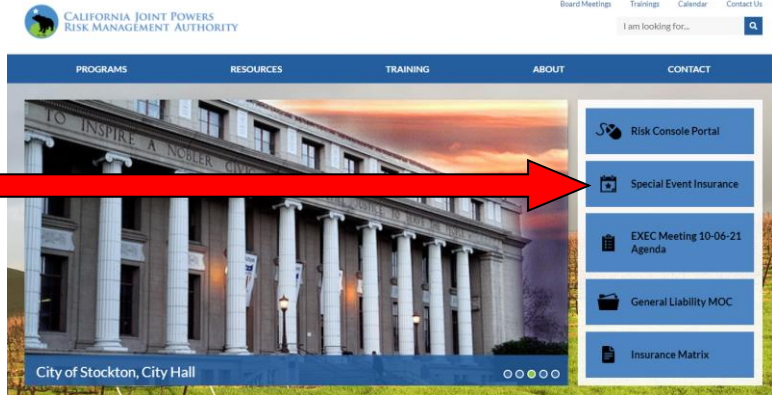
Typical cost is between \$130-\$332 for coverage depending on the event. Please select the location your event will be held – Downtown Event Center. Liquor Liability coverage for alcohol must be added if it will be served/sold at the event.

Insurance coverage must be submitted seven (7) business days prior to Permittee's scheduled event. Failure to submit insurance certificates in a timely manner may negate Permittee's reservation and permit.

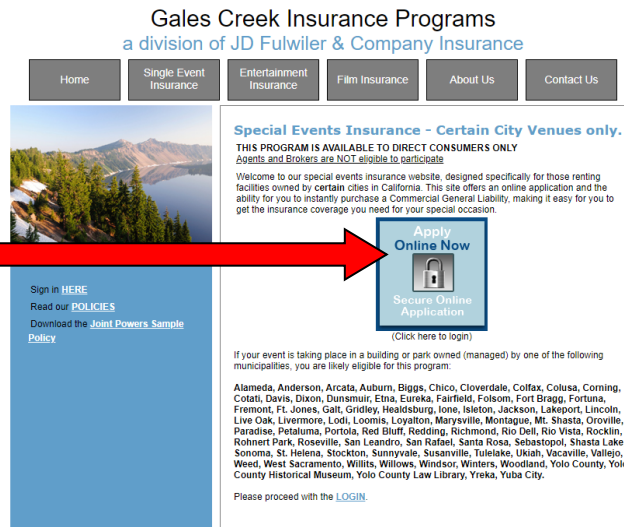
Please forward insurance certificates to DTEC@fremont.gov and reference your name, event, and event date when submitting documents.

4 Easy Steps to Obtain Insurance For Your Event

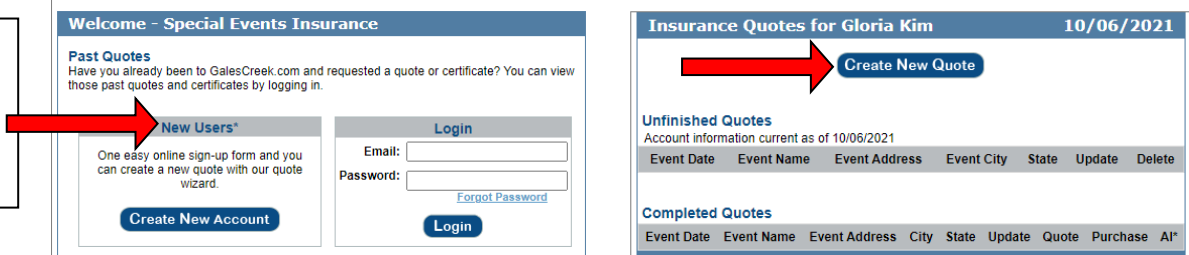
1. Go to www.cjprma.org and click on 'Special Event Insurance.'



2. You'll be directed to a new page. Click on 'Apply Online Now'.



3. Set up a new account and start a new quote.



4. Fill out the online form. Make sure you choose the correct municipality (Fremont) and Facility.

Quote Wizard - Step 1

Event Information
Now we need some information about the event that you need insurance for. Please fill out the form below. All fields marked with a (*) are required to continue.

*Person or Entity HAVING or HOSTING the event: (NOT the venue/location requesting coverage)

*Start Date of Event: (mm/dd/yyyy format)

*Start Time of Event: 10:00 AM

*End Time of Event: 10:00 PM

*Name of Event:

*Category:
 Aerobics - Jazzercise Demonstration
 Animal Act/Show
 Antique Show
 Art Festival - Indoor Only
 Art Show
 Auction

*Details of Event:

*Municipality: select municipality where your event is being held...
 *Facility: select facility where your event is being held...
 Facility Contact Name:
 Street Address of Facility:
 Zip Code of Facility:
 Facility Phone Number:

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Downtown Event Center

Name/Event: _____ Date: _____

Room(s): _____ Add-Ons: _____

Notes: _____

↑
Outdoor Plaza

Parking Lot
→
100 spots

