

3/1/11 Policy

RULES AND REGULATIONS FOR PLUMAS COUNTY FACILITIES AND GROUNDS

INTRODUCTION

1. These rules are applicable to all persons and organizations using COUNTY facilities and/or grounds.
2. This rental agreement for use of COUNTY facilities and/or grounds is in the nature of a revocable license.
3. All persons using COUNTY facilities and /or grounds do so at their own risk.
4. At all times, users shall obey all federal, state and local laws applicable to the proposed use.
5. Failure to obey all laws, or to meet any obligation under this agreement, shall be good cause for the COUNTY to refuse to issue similar permission to the user in the future. Any infraction of these regulations shall be cause for refusal of any further use of any facilities and/or grounds, and/or revocation of the license to use said location. County reserves the right to request any location be vacated, when in its sole discretion, it makes a determination that such action is needed as a result of non-compliance with these rules or the potential for injury to persons or property.

DEFINITIONS

6. "Community Groups" are pre-existing, local organizations with some common tie or bond, such as a religious, social, political or service orientation. "Community Groups" include and would be similar in nature to the following organizations: Lions, Soroptimists, League of Women Voters, Republican/Democratic Parties, Elks, Kiwanis, Sorority Groups, Rainbow Girls, Daughters of American Revolution, etc. "Dances (civic community groups)" are defined as dances held by an organization meeting the above definition. Community Groups shall also include various nonprofit corporations and associations whose services or functions are for the overall benefit of the community.
7. "Commercial Enterprises" are functions held with a commercial or profit-oriented goal, and would normally have established costs or fees for participants or attendees.

FEES

8. All Plumas County organizations, whose memberships consist exclusively of U.S. Veterans, and all authorized auxiliary units of these organizations, shall have use of the Memorial Halls without charge.
9. County and City Government agencies shall have use of any location, without charge, for official meetings, elections, town meetings, and similar activities, providing said use is scheduled according to these regulations.
10. The Plumas County Board of Supervisors, upon formal request, reserves the right to waive any facility rental fees or deposits for Community Groups as defined above where such waiver will not result in a gift of public funds under California law. Both the request for and Board consideration of the request for waiver of rental fees must be made in advance before the proposed event. Requests for fee waivers may be made to the Clerk of the Board at pcbs@countyofplumas.com.
11. All other users, whether public or private, individuals or groups, must pay for the use of the facilities and/or grounds according to the current COUNTY rate schedule.
12. All fees shall be payable to the County of Plumas and are to be paid at the locations designated below:

| <u>Facility/Grounds</u> | <u>Payment Location or Mailing Address</u> |
|---|--|
| a) Quincy Memorial Hall | Dept. of Facility Services (530) 283-6299 M-F |
| County Courthouse & grounds | Dept. of Facility Services (530) 283-6299 M-F |
| Dame Shirley Plaza | Dept. of Facility Services (530) 283-6299 M-F |
| b) Chester Memorial Hall & Chester Park | 175 Riverwood Drive, Chester (530) 258-2190 M-F |
| c) Greenville Town Hall | Irene Andrews (530) 284-6608 8:00 am-1:00 pm M-F |
| d) Portola Memorial Hall | Portola Memorial Hall (530) 832-4173 8:00am-1:00pm M-F |
| e) Taylorsville Picnic area | Taylorsville Campground (530) 284-7629 or 394-0160 |

ENTRY AND USE

15. The Applicant and event organizers are responsible for ensuring that persons attending the event comply with all rules and regulations set forth herein.
16. Entry and use of the facility/grounds is limited to only the area scheduled and approved for use.
17. If the event attendance exceeds 200 persons, and no restrooms are provided at the location, user shall provide portable restroom facilities. In this case, one (1) unit per fifty (50) persons attending the event shall be provided.
18. If user requires electrical power or water for events scheduled on the grounds of the County Courthouse or Dame Shirley Plaza, arrangements must be made with the Dept. of Facility Services at least five (5) days in advance.
19. Rice is not permitted to be thrown at weddings. Birdseed may be used.
20. Building furnishings, property, or equipment shall not be removed from any facility, nor shall same be loaned for use elsewhere, or altered or changed. User shall not change or disturb equipment, trees, plants or other landscaping.
21. No tape, glue or staples are to be used on any painted surfaces.
22. Kitchens in the Memorial Halls and the Greenville Town Hall may not be rented or leased by individuals for commercial purposes unless said kitchens are in compliance with the "California Restaurant Act," commencing with Section 28520 of the Health and Safety Code. This requirement shall not apply to the following:
 - (a) Churches, church societies, private clubs or other non-profit associations of a religious, philanthropic, civic improvement, social, political, or educational nature, which purchase food for sale at a reasonable charge to their members or the general public at occasional (less than three (3) per year) fund raising events.
 - (b) Churches, church societies, private clubs or other non-profit associations of a religious, philanthropic, civic improvement, social, political, or educational nature, which purchase food or beverages, or receive donations of same, for service without charge to their members.
23. Adult supervision must be maintained by at least three adults who must be on hand at all times during any use of the building or portion thereof, by youth groups or organizations.

ALCOHOL USE

24. All non-profit organizations that wish to sell alcohol at their event must obtain a special daily license from the Department of Alcoholic Beverage Control. Details are available from the Department of Facility Services.
25. There shall be no alcoholic consumption by minors.
26. The user understands that they are responsible for any personal injury or property damage that occurs during or after the event which is related to alcohol being served and consumed at the event.
27. The minimum amount of \$1,000,000 (one million dollars) in general liability insurance covering the use of alcoholic beverages is required prior to any event serving alcohol. The COUNTY shall be named as additionally insured. The COUNTY prior to the event shall receive a certificate of insurance. The user and user's insurance shall defend the COUNTY and hold it harmless of any and all claims.

AFTER THE EVENT

28. Upon leaving the building, a check shall be made for any fire hazard, lights must be turned off and all doors and windows must be securely locked.
29. All persons and organizations using the facility and/or grounds will be held responsible for IMMEDIATE CLEAN UP AND FOR THE REMOVAL OF THEIR PROPERTY AFTER THE EVENT. The user shall immediately pick up and remove any trash, litter, debris, or personal property remaining at the conclusion of the event.
30. Any birdseed thrown outside any facility for weddings shall be cleaned up prior to the security deposit being released. All decorations shall be removed at the end of the event.
31. The County is in no way responsible for any personal or other property being brought into or left at the facility and/or grounds.
32. Keys are to be returned on first business day following the event before 4:00 p.m. Keys shall be returned to the location from which the keys were obtained.

RETURN OF DEPOSIT/DAMAGE CLAUSE

33. All persons or organizations having use of any facility and/or grounds or any portion thereof will be held strictly responsible financially for any damage
34. The person signing this agreement for the user shall be personally responsible to the COUNTY for any failure by the user to faithfully perform his/her obligations, as described herein and in the agreement for use of the COUNTY facilities/grounds. The COUNTY may hold the person liable for any damages incurred.

AGREEMENT

On this _____ day of _____, 20_____, based on the terms and conditions set forth in the document entitled "Rules and Regulations for Plumas County Facilities and Grounds" (hereinafter "Rules and Regulations"), incorporated herein by reference, the County of Plumas, a political subdivision of the State of California (hereinafter called "Licensor") and _____ (hereinafter called "Licensee") enter into this agreement for a license to use specified county property.

1. County grants a license to _____ to use the facility/grounds at _____ on the following date(s) _____, 20_____.
2. Licensee may use the premises under the following terms and conditions:
 - (a) Licensee shall pay to Licensor, for the use of the above-described location, the sum of _____. payable in advance. No refunds shall be paid by Licensor unless Licensee notifies Licensor of the cancellation of the event at least ten (10) days prior to the scheduled date of the event.
 - (b) Licensee shall provide Licensor a security deposit in the amount of \$_____ to pay for any damages to the facilities/grounds and for any costs that the Licensor may incur in cleanup after the event.
 - (c) It is understood that Licensee's liability for damage or cleanup is not limited to the security deposit, but said sum of security deposit is the amount agreed to upon the parties to be deposited before the building shall be used.
 - (d) Fees are due and payable ten,(10) days in advance upon application and assignment of the date of use.
 - (e) If alcohol will be served, Licensee shall provide a certificate of insurance in the amount of \$1,000,000 (one million dollars) naming Plumas County as additionally insured prior to the scheduled date of the event.
 - (f) Licensor shall not be liable to Licensee or any other person whomsoever for death or personal injury or for loss or destruction of, or damage to, property in, on or about the facility/grounds described above and any improvement thereon, and Licensee shall indemnify and hold harmless Licensor and its officers, agents and employees from and defend the same against any and all claims, liens, liability, expense (including attorneys' fees), losses and judgments arising from death or personal injuries or from the loss or destruction of, or damage to, property of any person whomsoever resulting from the use of the facility/grounds by Licensee, Licensee's officers, agents, contractors, permittees or employees.
 - (g) The County, in its sole discretion, may require the presence of security (at the licensee's expense) at any event prior to scheduling the rental of the facility.
 - (h) Any person or organization renting or using any County facility for an event shall not state or imply in any advertisement or communication regarding the event that the County in any way sponsors or supports the event.
 - (i) The undersigned Licensee states that he/she has read and understood the terms of this agreement and the "Rules and Regulations" and agrees to comply with all stated terms and conditions.

By: _____
County of Plumas _____
Date _____

By: _____
Applicant's Signature _____
Date _____

APPLICATION FOR THE USE OF PLUMAS COUNTY FACILITIES AND GROUNDS

Section 1 (All applicants)

Name of applicant: _____

Mailing address: _____

Phone number: _____ Message/Work: _____

Scheduled time of event: _____ Type of function: _____

Do you need to rent the kitchen? Yes No

Is alcohol going to be served? Yes No

Is electricity/water required? Yes _____ No _____

Are minors to be admitted? Yes _____ No _____

Names of three adult supervisors during use of facilities by youth groups/organizations:

Section 3 (Office Use Only)

Date rental fee paid: Check # Receipt #

Date deposit paid: Check # Receipt #

Rental agreement signed & returned: Yes No

Keys given out on: _____ Set #: _____ Keys to be returned on: _____

Proof of rental of portable restrooms: Yes No N/A To be returned on

Proof of A,B,C. license (if alcohol will be served) _____ Yes _____ No _____ N/A _____

Proof of liability insurance (if alcohol will be served) Yes No N/A

Digitized by srujanika@gmail.com

Applicant's Signature

Date

Name of Organization (if applicable)