

RENTAL AGREEMENT AND GUIDELINES

INTRODUCTION

Monopoly In The Park (MITP) is operated by Friends of San Jose Beautiful (FSJB), a non-profit 501c3 organization. **MITP** is situated at Discovery Meadow, Guadalupe River Park and Gardens, at San Carlos Street & Woz Way, in Downtown, San Jose, CA.

To begin the process of holding a special event in a City of San Jose public park, you must submit a Reservation application. This information is an important part of special event planning, which may also include coordination with the San José Office of Cultural Affairs Department and other City departments, depending on the details of your event. Once the application is received and reviewed, Special Park Use rental fees will be assessed. If you are planning to rent MITP, we encourage you to submit your request early. There are a limited number of events scheduled per month.

RENTAL INFORMATION

Rental Availability

MITP is not available on Thanksgiving, Christmas and New Year's Day. In addition, any requests for rentals during other holidays may not be available. The Director of the Department of Parks, Recreation and Neighborhood Services shall regulate and/or reserve the right to refuse the rental of MITP, should it be determined that a given use will either compromise the security of the facility or that the use is not in the best interest of the citizens of San José (*San José Municipal Code, Section 4401.2*).

Reservations will be held for two weeks. A reservation fee is required. *The reservation fee is 50% of the total rental rate.* This reservation fee is required within two (2) weeks of the application and secures the requested date for the renter. *Reservations are not confirmed until the reservation fee has been received by FSJB.* If this payment has not been received within the two-week hold period, the reservation date will be released. Any renters requesting dates held by another group who have not paid their reservation fee will be placed on a waiting list.

The final payment of the balance of the rent will be due and payable no later than 30 days prior to the event. MITP will not be available for the event unless the remaining balance is paid within the time designated in the rental agreement between FSJB and the renter. Any expenses, damages or cleaning charges as a result of the event will be billed directly to the renter or deducted from the security/clean-up deposit. The balance of the deposit or any outstanding expenses will be coordinated with the renter after the event. The security and/or clean-up deposit will be refunded within 30 days of the event or 30 days after the restoration of the damaged event site or equipment. An adult must sign any applications for use by a youth group. Adult sponsors or chaperones (One adult for each fifteen youth) must be present at all youth group functions.

Additionally, a youth group numbering over 50 individuals taking part in a social event must make arrangements for a uniformed security officer to be in attendance.

Security/Clean-up Deposit

The security/clean-up deposit is determined by anticipated use and damage to the game board, game pieces and surrounding park site. This deposit will be held until FSJB has an opportunity to check the MITP properties and the park site. The deposit will not be returned if damages have occurred and/or the area is not cleaned.

Before replacing equipment into storage containers, please see the docent for the Inventory Checklist at the end of the event so the next group will have as much fun as you have had. If no damages have occurred and the site is cleaned, the security deposit will be returned within 30 days after the event or 30 days after the restoration of damaged event site or equipment.

Cancellations and Refunds

FSJB retains the right to cancel an event at any point should the renter fail to comply with any of the terms and conditions contained in the agreement, acts of God, notice of violation by any government agency, special security issues or other occurrences beyond the control of FSJB. In such instance, fees paid will be reimbursed and as much advance information will be provided as possible. All event cancellations on the part of the renter are non-refundable; however, FSJB will generously offer the renter an opportunity to apply its rental payment to another available date approved by FSJB.

Cancellations must be requested in writing and submitted to FSJB. Refunds will be mailed to address on receipt 4-6 weeks following the date of cancellation of event date. Refunds will be issued for:

- A. Cancellations requested more than 30 calendar days prior to reservation date minus **25% cancellation fee**.
- B. Cancellation requested 30 calendar days or less prior to reservation date minus a **50% cancellation fee**.

Refunds will **not** be issued if cancellations or changes are requested ten (10) calendar days or less prior to reservation date.

RENTAL AGREEMENT

Contractual Agreement

After the reservation fee has been paid and a rental date has been agreed upon by renter and FSJB, a designated representative of the renter must sign the last page of this agreement, which outlines the conditions and specifications of the rental relationship

Indemnity

The renter agrees to assume full financial liability and responsibility for any damage or loss of objects or property belonging to or managed by FSJB for any accident or injury incurred by the renter or renter's contractors or renter's guests during or as a result of such use.

Insurance

FSJB may request the renter to obtain insurance at his/her own expense from a company satisfactory to FSJB against claims for bodily injury or property damage under a policy of general liability insurance each with limits no less than \$1,000,000. The renter must furnish a certificate of such insurance naming FSJB and the City of San José, its office, employees, agents and contractors as additional insured and forward a copy of this document to FSJB no later than one week before the first day of the rental.

EVENT COORDINATION

Rules and Regulations

All renters are expected to follow FSJB policies and guidelines. All renters must comply with regulations and permits required by the City of San José. Gambling, profane language and unruly conduct is prohibited. FSJB will not be responsible for permit and logistical coordination of renter's event. FSJB reserves the right to request law enforcement assistance and to close any event that threatens persons or property or otherwise violates the terms of the contract. Alcoholic beverages must be approved by FSJB prior to the event. Only beer and wine will be permitted. *(See Catering/Food & Drink section listed below)*

Compliance with all San Jose Municipal Codes, policies and all applicable County, State and Federal rules and regulations is required.

Compliance with all State and County Health and Safety Standards is required.

FSJB will provide one or more docents to monitor the event on behalf of FSJB. The docent(s) is not expected to provide labor assistance. Labor required or requested of FSJB personnel may be charged to the renter.

Walk Through of Site

A pre-event walk through of the site may be required prior to the event. Most walk through meetings are scheduled the day before the event begins to set up in order to review set-up requirements, delivery/service locations and to note the condition of the site (any existing damages) prior to the event. A post-event walk through will be scheduled on a weekday after the event to assess any damages.

Catering/Food & Drink

FSJB rental fees do not include catering costs. A suggested list of preferred caterers has been included in the packet. Consumption of alcoholic beverages is permissible with Special Park Use permit, letter of approval from the San José Police Department and a One Day Liquor Permit from the Alcoholic Beverage Control Board. This is the responsibility of the renter or its caterer. Renter is also responsible for all set-up, service and clean up for rental event. The security and/or clean up deposit is determined by anticipated use and potential damage to properties and/or site. Set-up and clean-up must be completed within the rental reservation time as arranged with FSJB. FSJB representative is on-site for administrative and security purposes only and is not expected to carry, lift, arrange, prepare, serve or clean-up equipment, food or beverages.

Set-up and Clean-up Requirements

You must clean up and remove all garbage and waste materials. Additional clean-up or damages attributed to your event will be billed at actual City cost. These costs will be deducted from your security deposit and the balance, if any, will be returned to you.

No vehicles are to be driven or parked on park property, with the exception of set-up and take-down, and under strict staff supervision. Any unauthorized vehicle on park property will be cited and towed.

You may be required to supply portable rest room facilities depending on the size, type and length of event.

ADDITIONAL SERVICES AND FEES

Music and Entertainment

Amplified music is allowed on the site with appropriate permit. The renter is responsible for coordinating any equipment. If electrical services are requested, a plan of electrical needs must be submitted with your permit application. **All City departments must be reimbursed for services provided, such as maintenance, staging, providing electrical and police services.** Fees will be added by Special Park Use Division for any additional parks staff required for the event. Upon request, estimates will be provided in advance.

Decorations

All decorations planned during rental event must be pre-approved by FSJB. Flower arrangements and plants must be pest-free and must be removed immediately following event. Free standing displays, signs and table decorations are permitted. Prior written approval is required before affixing items to any structure.

Balloons of any type are not allowed to be distributed in any of the park facilities due to the flight path of local airports. (Refer to *Article 2.4,section 21650.1, Airport Manual*).

Signs

No more than four banners or signs with a maximum of twenty (20) square feet per sign is allowed on the perimeter of the area. No more than sixteen (16) directional signs with a maximum of two square feet per sign are allowed on the perimeter of the area. No signs, banners or decorations will be allowed to be placed on trees or other park features.

Amenities

Depending upon the size and nature of the function, portable restrooms and dumpsters may be required at the renter's expense. Evening events may require large portable lighting at renter's expense. Additional requirements for the renter's event are to be paid by the renter.

Special One-Day Permits

Written approval from Parks, Recreation and Neighborhood Services, Special Park Use Unit, is required for amplified sound equipment and one day liquor permits.

Parking

There is no on-site parking for guests or event staff. There are several lots and garages near the site. A map with location information is available upon request.

I have read the above and agree to abide by the Rental Policy and Use Guidelines as stated.

Signature _____ Date _____

Monopoly In The Park is in compliance with the Federal Americans with Disabilities Act.