

Parks & Recreation Department Building Permit Policies

Rev 8/16/2019



CHANGES and CANCELLATIONS

1. All communications for requesting modifications of the rental contract shall be between the permit applicant and the Facility Director. No requests for changes to the rental contract or setup arrangements will be accepted from any person other than the permittee named on the permit.
2. Initial here If the nature of the event changes or if the number of participants changes, the recreation center personnel must be notified at least 10 calendar days in advance, and, if necessary, fees will be changed in accordance with applicable rates. The department reserves the right to disapprove any such requests.
3. If cancellation of the permit is necessary, the recreation center personnel must be notified immediately. Cancellation must be made at least 10 calendar days in advance of the use date or the applicant will be assessed a cancellation fee. Permits cancelled with less than 10 calendar days notice will be charged a cancellation fee equal to the reservation deposit plus the security deposit, but not to exceed \$200 total.
4. The reservation fee charged at the time of application shall not be refunded if the permittee cancels the permit.

HOURS

1. The facility hours you request must include time for any of your group's special setups and cleanup needs (e.g., decorations, caterers, bands). All individuals associated with the event must vacate the facility by the contracted ending time.
2. Individuals associated with your event will not be admitted to a facility before the time contracted.
3. Initial here Delivery of supplies or equipment will not be accepted at the center prior to the contracted permit time.
4. Overtime charges of twice the hourly rental rate will be assessed for events when the building is not vacated by the contract ending time. Permits may not be extended beyond the contract ending time. Overtime is charged in hour increments for any hour or part thereof beyond the contracted ending time that the facility is not vacated by the permittee.
5. At times, groups desire to change the hours of their function. The department will attempt to accommodate these changes, however, reserves the discretion to deny such requests. All requests for modification of the rental contract times must be requested and approved at least 5 business days in advance of the event date.

SETUP and CLEANUP RESPONSIBILITIES

1. Center staff will ensure that the facility is ready for use and will set up tables and chairs to your specifications, within department and fire code guidelines.
2. Setup requests for tables and chairs must be submitted at least 10 calendar days prior to the event. City must approve all set up requests.
3. All additional setups or decorations are the responsibility of the permittee. The removal of these setups or decorations is also the responsibility of the permittee.
4. The permittee is responsible for clearing all tables and for placing all garbage in refuse bags/cans. The Department will supply plastic trash bags.
5. All decorations must be approved by the department in advance and set up under department supervision. Decorations must be attached with blue masking tape only, NOT cellophane tape, tacks, brads, or nails. All tape must be removed by the permittee. No confetti, bird seed or flower petals are allowed.
6. Equipment needs beyond tables and chairs must be requested in advance on the contract application.
7. Heat, spark or flame producing devices, including candles, may NOT be used. Chaffing dishes are acceptable if Sterno is used for heat.

FOOD and KITCHEN USE

1. City reserves the right to approve all caterers to be used by permittee.
2. All kitchen supplies and equipment must be provided by the permit user. Permittees may, however, use department provided stoves, refrigerators, and sinks in the permitted rooms.
3. The permittee or caterer is responsible for restoring the kitchen to the clean condition in which they found it.

ALCOHOL and SMOKING

1. Permittees serving alcoholic beverages of any kind must request and receive City approval to do so at the time of application.
2. Permittee accepts the responsibility for the use of alcohol in the facility and agrees to prohibit the use of alcohol by minors.
3. Permit users who charge a fee to serve alcohol, or charge an admission fee and serve alcohol, must obtain a temporary alcohol sales permit from the State of California Alcoholic Beverage Control Board. Evidence of such a permit must be presented at the time final payments and set up diagrams are returned, this is normally 10 calendar days in advance.
4. Smoking is NOT permitted at City facilities. According to City Ordinances 7.04.030 and 13.20.010, smoking is prohibited in city facilities and on city property including parks, parking lots, and grounds surrounding city facilities, including streets and sidewalks. It is the responsibility of the permittee to maintain compliance of this regulation by their guests/attendees.

Please see page 2 for more.

PAYMENT OF FEES and DEPOSIT RETURN

1. The payment of all fees and completion of all conditions of approval must be completed at least 10 calendar days in advance of the scheduled use. Failure to meet this deadline may result in cancellation of the permit and forfeiture of payments or deposits.
2. Initial here Facility, field, and picnic permit payments and security deposits may be made in one of the following forms: Visa/MasterCard, Certified Check, Money Order, Organizational Check, or Cash (not exceeding \$100). **No personal checks** will be accepted for rental fee balances or security deposits (except \$100 for the initial payment for building rentals). Security deposits paid by credit card will be refunded (if applicable) as a credit to the originally charged credit card, unless the original card has expired, in which case a check refund will be issued.
3. For some permits, a security deposit, in addition to regular fees, is required. This shall be used to cover additional fees for exceeding permitted time, damage to the facility or equipment, or additional cleanup needs.
4. The permittee shall be liable for all costs for restoring or replacing damage or loss. A permittee’s additional liability shall not be limited to the amount of any security deposit.
5. Please allow two to four weeks after your event for the return of any deposits.

PERMIT REVOCATION

1. A permit may be revoked for failure to observe any rules, regulations, and ordinances of the City of San Mateo; for improper conduct; or when the facility is needed for programs sponsored by the Parks and Recreation Department.
2. Fights, vandalism, or unacceptable behavior occurring during a permit use shall cause immediate cancellation of the permit and forfeiture of all fees or deposits.
3. Any publication of the proposed activity for which this permit is desired, which occurs prior to the permit being granted, shall cause the permit to be denied.
4. Events which exceed the attendance allowed, as indicated on the contract, may be immediately cancelled with forfeiture of all fees or deposits.
5. If incomplete or incorrect information regarding either the nature of the event or the expected number in attendance is given, the department may immediately cancel the permit with no refund of fees or deposits.

LIABILITY and INSURANCE COVERAGE

1. For failure to deliver the premises as set forth in this agreement, the maximum liability of the City is for return of any permit fees and deposit paid by the permittee.
2. All permittees must accept the park and recreation facilities and areas in the condition found. The City makes no warranty as to the safety and usability of any facility beyond that afforded the general public.
3. All persons, groups, and organizations shall agree to hold harmless, defend and indemnify the City, its elective and appointive boards, commissions, officers, agents, and employees from and against any and all claims, loss, liability, damage and expense for property damage or personal injury, including death, which might arise from the use of the recreation centers, pools, or furnishings.
4. All persons, groups, and organizations using the recreation center for money raising purposes, or when an admission is charged or items sold, or for events open to the general public, shall file evidence of public liability insurance in an amount of not less than \$1,000,000 for injury to any one person, and in an amount not less than \$1,000,000 on account of any one occurrence, and of property damage insurance in an amount of not less than \$100,000 for damage to the property of each person on account of any one occurrence, and a \$250,000 aggregate property damage. The evidence of insurance shall be in the form of an endorsement to the policy, naming the City, its elective and appointive boards, commissions, officers, agents, and employees as additional insured's with the Director of Parks and Recreation at least 10 calendar days in advance of contracted use.

SECURITY and CHAPERONES

1. Where applicable, the Parks and Recreation Department may require adult parent chaperones for youth activities. A list of these chaperones must be submitted to the recreation center personnel at least 10 calendar days prior to the event and must include each chaperone’s address, phone number, and relationship to attendees.
2. Where applicable, the Parks and Recreation Department may require that a permittee hire special private security for a permit. A copy of the contract with the security company must be submitted at least 10 calendar days in advance.

My signature below signifies that I agree to abide by all of the conditions contained herein as well as any as the Conditions of Use contained in the Permit and any supplemental policies and requirement specific to the facility permitted and understand that I will be responsible for all costs the City may incur as a result of any failure to fully comply with all of these conditions. I agree to hold harmless, The City of San Mateo, its elective and appointed boards, commissions, officer, agents, and employees for any injury or loss incurred by those using the facilities requested.

Print Name _____ Signature _____ Title _____ Date _____