



RESERVATION PROCEDURES AND USE POLICIES "THE GROVE" PUBLIC PARK

I, the undersigned, have read, understand, and agree to comply with the following policies and procedures, written or implied, regarding the use of the park facilities.

Applicant Signature

Date

General Information

The City of Clayton welcomes you to its newest public park. The Grove is located in the commercial district of historic downtown Clayton. You are welcome to picnic in the Park on a first-come first-served basis or you may opt to reserve certain sections of The Grove for your individual or group use.

Security Deposit Requirements

A walk through of the park facility must take place prior to the event between the organizer of the event and a City staff member. At that time any existing damage will be documented and each party will sign off a checklist noting pre-event conditions of The Grove. After the event has concluded a final walk through will take place. The damage deposit will be refunded if the site is left clean, no damage resulted, the use did not result in a response by the Clayton Police, and/or applicant did not violate any of the parks Conditions of Use or Restrictions of Use. If attributable damages exceed the renter's deposit, a bill will be generated by the City for payment by the renter. See the City fee schedule for deposit requirements.

Park Rentals and Reservations

A. *Entire Facility Rental*

All groups wishing to rent the Entire Park Facility must obtain approval from the City by issuance of a Temporary Use Permit. Also, each event must have free admission and be open to the general public. If an event centered in The Grove necessitates the full or partial closure of Main, old Marsh Creek Road, or Center Streets, the Park must be rented in its entirety.

B. Group Picnic Shelter

The group picnic site is located between the Children's Play Structure and the Water Play Feature on the Center Street side of the Park. The space can accommodate up to 20 people seated at tables and is a covered picnic area. The site may be used for private parties or other events where the renter wishes to have a designated area reserved for picnicking in the park.

C. Gazebo

The Gazebo is located on the old Marsh Creek Road side of the Park. From the Gazebo there is a beautiful view of Mt. Diablo. The Gazebo and/or its surrounding grassy area may be rented for weddings, concerts, ceremonies, or other events.

D. Plaza Area

The Plaza Area is located on the Main Street side of the Park and features chess/checkers tables for public use. This area may be rented for tournament play or for activities where the renter would require the use of the tables specifically for an event.

E. Water Play Feature and Play Apparatus

These facilities in The Grove cannot be reserved or rented for private use.

Conditions of Use

- A. When applicants submit their application and pay fees they will be given reservation placards. These placards should be placed at the reservation site.
- B. Staff discretion prevails to determine whether two events may be booked in The Grove on the same day. Events sponsored, held or co-sponsored by the City always have highest priority.
- C. Patrons are responsible for personal property. The City of Clayton is not responsible for items left in or around any facilities. Public lockers are available for park patrons next to the Park Restroom, but are subject to search at anytime and will be cleaned out randomly to ensure proper uses.

Use Restrictions

- A. Barbeques are not permitted at any time (including portables and grills).

- B. Skateboarding, bike riding, skating, baseball bats, organized sports play, and golfing are prohibited in the park. Bikes should be placed in the bike racks located near the park restrooms. Whiffle balls and soft play equipment (e.g. Nerf ball) is permitted subject to non-disruption of other park patrons.
- C. No person shall consume alcoholic beverages in the park without a City approved alcohol permit allowing beer and wine. Alcohol can not be sold in the park without obtaining an ABC state-licensed permit and the approval of the City. Glass containers are not allowed in the park at any time.
- D. Advertising or selling of any products or services is prohibited except with special written permission from the Community Development Director.
- E. Pets must be on leash and under direct control of owners at all times. Pets are not allowed in the Water Play Feature. Animal waste must be properly disposed of by the owner.
- F. Open fires and dumping of trash are prohibited. Please use provided trash receptacles for all litter.
- G. Signage, posters, banners, etc. may not be attached to any existing park structure or facility including gazebo, walls, trash receptacles, columns, light posts, and windows, unless there is prior City approval. Applicants and their guests may decorate their reserved areas only. Those using decorations are responsible for removal and proper disposal of decorations and removable attachments (pins; staples; etc) prior to leaving the area. Nails and screws are prohibited.
- H. Inflatable Play Structures (Jumpy House or Bouncy House) are prohibited.
- I. No motorized vehicles permitted in the park.
- J. Smoking or other use of tobacco products is prohibited.
- K. Staking of tents or other devices into the ground is prohibited.
- L. Use of The Grove is subject to Chapter 11.04- City Parks of the Clayton Municipal Code.
- M. Fundraisers or other event rentals open to the general public where food is being sold or made otherwise available must obtain a temporary food event permit from Contra Costa County Health Services (www.cchealth.org/eh) as required by the law and present this to the City prior to the event. The permit must be submitted to the County at least two weeks prior to the event to avoid late fee charges.

Rental fees are set and approved by the City Council and are subject to amendment from time to time. To view the current fees please review the City Fee schedule.

Additional Regulations for Events Requesting Sound/Music Amplification

1. Any group authorized to use The Grove's surround sound audio equipment must read and sign an agreement of understanding of Municipal Code Section 9.30 Noise.
2. Control of sound equipment/ PA system and locking and unlocking of access doors will be the sole responsibility of a City employed attendant.
3. The applicant is responsible for designating one of its members to monitor the amplified sound levels which must be kept at a level that does not unreasonably disturb offsite park neighbors.
4. The Amplified Sound Equipment Use deposit will be refunded following the event if the amplification regulations are observed.
5. All applications for Event Amplification must be received at least 45 days prior to the event.
6. Following approval, the applicant must submit full payment for the Public Notice Fee (notification of sound amplification to surrounding property owners), and the security deposit.

Cancellations/ Refunds

Cancellation requests must be made in writing by the applicant. Refunds will be handled as follows:

- (a) If the request is received 60 days or more prior to the rental date the security deposit will be refunded, less a \$25.00 processing fee. Refunds will be mailed to the applicant within 30 days of receipt of the written cancellation request.
- (b) If the request is received 31-60 days prior to the rental date, the applicant will forfeit the security deposit unless another user rebooks the date. If it is rebooked the deposit will be refunded less a \$25.00 processing fee.
- (c) If the request is received less than 30 days prior to the rental date, the applicant will not receive a refund.

Fees will not be refunded for reserved time not used. Fees will not be returned for "rain out," however applicants may reschedule their event for a different day by contacting the City.

Rental Insurance Requirements

If alcohol is being served or otherwise consumed at the event, applicants shall provide the City of Clayton with proof of valid insurance coverage as evidenced by a certificate

of insurance or declarations page. Such certificate shall provide coverage for bodily injury, property damage, and host liquor liability in the amount of \$1,000,000 each per occurrence. The insurance policy shall name the City of Clayton, its officers, employees and volunteers within an additional insured policy endorsement page in conformance with the Hold Harmless Agreement and must specify that the applicant's insurance shall be primary to any insurance carried by the City and without offset to the City's policies.

The insurance policy shall be properly executed with an original signature of an authorized agent of the insurance company and is due at the time final payment is made. For an additional fee the applicant may purchase special event insurance from the City contracted third party insurance provider. Please call the City at 925-673-7300 for a quote. Contact your insurance agent regarding whether or not your homeowners' policy may be extended to cover your event.

Last Revised: January 8, 2018