

## - City of Sunnyvale - Community Center Policies

550 E. Remington Drive  
P.O. Box 3707  
Sunnyvale, CA 94088-3707  
(408) 730-7335

### **Community Center Reservation Procedures**

- Contact the main reservation line to inquire about availability.
- Reservations can be made in person or by calling the main reservation line.
- Once a facility is reserved, the customer must pick-up all necessary paperwork from the reservations office within ten (10) working days of making the reservation.
  - ❖ Sign the Facility Rental Agreement upon securing necessary documents.
- Complete and return the "Room Set-up Form."
- For all events
  - ❖ Purchase and return proof of qualifying general liability insurance.
- For events with alcohol (beer, wine and champagne)
  - ❖ Purchase and return proof of General Liability Insurance with Host Liquor Liability.
- For catered events (only applicable if caterer is using kitchen or if servers are present)
  - ❖ Complete and return the Catering Agreement Form
  - ❖ Submit a copy of the caterers Santa Clara County Health Permit
  - ❖ Submit a copy of the caterers Sunnyvale Business License
  - ❖ Submit a copy of the caterers qualifying general liability insurance.

### **Availability and Making Reservations**

- Please visit our webpage at [www.sunnyvale.ca.gov](http://www.sunnyvale.ca.gov) for information about our rental facilities and parks.
- To inquire about availability at any of our rental facilities please contact the reservation line at the number listed above.
- Reservations can be made one year to the day in advance of your event. Reservations must be made a minimum of 30 days in advance. Reservation times and dates must be set 30 days prior to an event.
- Reservations can be made over the phone with a MasterCard or Visa, or in person at the Sunnyvale Community Center's Recreation Building, Monday through Friday between the hours of 8:00am and 4:30 p.m.
- All customers must submit two (2) forms of residency verification in order to receive a discount on facilities where a residency discount is applicable.
- All rentals must be paid for in advance. A security deposit, paid by cash, check or credit card, is required at the time of the reservation to reserve a room for any event.

- **The rental balance must be paid no later than 30 days prior to the event. If payment is not received 30 days prior to the event, the City of Sunnyvale is obligated to cancel your reservation and withhold the security deposit.**
- Reservations for the Orchard Pavilion, Ballroom or Community Room can be made over the phone; however the permittee must pick up in person all necessary documents from the Reservations Office during our normal business hours and within ten (10) business days of making the reservations.
- Upon securing all necessary documentation from the Reservations Office, customers are required to sign the Facility Rental Agreement to verify that they have received all essential paperwork. A copy of this document is available upon request.
- Failure to pick-up the necessary documentation from the Reservations Office within ten (10) business days will obligate the City of Sunnyvale to cancel your event. Canceled reservations are subject to administrative fees detailed in the Cancellation Policy.
- Reservations for the Community Center on designated City holidays will require approval by the Facilities Coordinator. Special holiday rates may apply at staff discretion.

### **General Rental Regulations and Rental Time**

- Rental times are required when making the reservation. Specific start and end times must be provided in order to make a reservation.
- No storage will be provided. All items must be dropped off and picked up between the times listed on the use permit.
- Rental fees are applied for preparation and actual program time. The hour following an event is to be used by the customer for cleaning ONLY. The permittee will be obligated to pay for additional set-up time required by the caterer.
- Additional practice and rehearsal time prior to an event must be reserved and paid for at least thirty (30) days in advance and is subject to availability.
- Groups composed of minors (under 18 years old) must be supervised by one (1) adult for every 20 minors while they are using the facilities. The permit must be issued to the adult supervising the function. The permit holder must be present at check-in and stay throughout the event and cleaning. If the permit holder is not able to be present during the entire event, (i.e. wedding) he/she may designate a responsible person with prior written approval from the Facilities Coordinator. Permits will only be issued to individuals 21 years of age and older.
- All activities must be concluded no later than 12:00 a.m. (midnight) including clean-up time. All persons associated with your event must vacate the premises when the permitted time expires. Events that go over actual program time will have one hour's worth of fees withheld from the damage deposit for every 15 minutes that pass.

### **Making Changes to Your Reservation**

- Changes/revisions to an existing permit will not be allowed within 30 days prior to the scheduled date.
- A \$25.00 administrative fee will be assessed for all revisions with the exception of additional time added to an existing permit.

- A minimum of 30 days advance notice is required to revise an existing permit and/or to add an alcohol damage deposit. Proof of liability insurance with host liquor liability must be presented prior to adding an alcohol damage deposit.
- The permittee shall be required to pay for additional services and/or equipment not requested in advance.

**Canceling Your Reservation**

- The City of Sunnyvale reserves the right to cancel any reservation contract and/or equipment request upon two weeks notice. This shall be done when it is deemed necessary to do so and in consideration of the First Amendment Rights of the applicant.
- In the event of a true emergency, the City of Sunnyvale reserves the right to terminate any rental permit or reservation contract and/or equipment request, and it is understood that there shall be no claim for damages by the renter. An emergency is defined here as an illness, injury, accident, natural disaster, civil unrest, act of war or act of God, beyond the control of the City, which renders the venue unsafe or inaccessible.
- Should the renter cancel their event, refunds will be made as indicated in the refund chart listed below. In addition, a \$25.00 administrative fee will be assessed for all cancellations.
- The City of Sunnyvale’s policies on rental changes, cancellation and refunds are designed to encourage the maximum community use of recreation facilities to maximize revenue for the City. Short notice changes and cancellations severely restrict the City’s ability to schedule facilities for other activities and reduces revenue to the City. These policies encourage pre-planning and early decision making by offering financial incentives to renters who provide the greatest advanced notice of changes or cancellation.

<b>City of Sunnyvale Cancellation Refunds</b>	
<b>Cancellation Timeframe</b>	<b>Refund Amount</b>
Greater than 6 months in advance Greater than 180 days in advance	Full Refund of Damage Deposit, less a \$25.00 Administrative Fee
3 - 6 months in advance 91 to 179 days in advance	Refund of 50% of damage deposit, less a \$25.00 Administrative Fee.
1 - 3 months in advance 31 to 89 days in advance	Refund of 25% of damage deposit, less a \$25.00 Administrative Fee
Less than 30 days in advance	100% of the damage deposit will be withheld. Use fees will be refunded.

### **Damage Deposit and Cancellation Refunds**

- Damage deposit refunds will be refunded in full unless deductions are made for additional charges related to, but not limited to, additional maintenance time, additional facility and equipment use time, property damage during the event or resulting from the event, or if Public Safety is called at any time to address an issue or disturbance at your event. If damages, losses and expenses exceed provided deposit, you may be charged additional fees over and above your deposit.
- Renter will be responsible for any damage to City property that occurs as a result of their event including, but not limited to, damage to the Facility, furniture, appliances, equipment, or grounds. Damages may be deducted from the renter's security deposit and the renter may be billed for any damage in excess of the security deposit.
- The City may also withhold the renter's damage deposit in its entirety if the renter does not follow City policies. This will hold true regardless of who (permit holder, guest or agent of permit holder) was responsible for the damage or breach of policy.
- Damage deposit refunds will be processed after your event if the facility is left in a satisfactory condition, nothing is broken or damaged, and the event ends at its scheduled time. Refunds will be mailed to the rental permit holder only. If payment was made by cash or check, a check will be mailed for the appropriate amount approximately 4 to 6 weeks after the date of the event or after a cancellation has been made. If payment was made by credit card, the same credit card account will be credited for the appropriate amount within 2 to 3 weeks following the event or cancellation request.

### **Alcohol**

- Alcohol is not allowed at events honoring youth under 21 years of age (birthday parties, baptisms, Quinceaneras, etc.). If alcohol is present, the event will be stopped and the security deposit will be forfeited.
- Customers that plan to serve alcohol at other events are required to pay the non-alcohol damage deposit at the time of reservation. Customers will be allowed to serve alcohol once proper insurance documentation has been submitted and approved and the additional alcohol deposit has been paid. All documentation and payments must be submitted a minimum of 30 days in advance.
- Customers that plan to sell alcohol must obtain an ABC license. In some cases, a caterer may be able to provide this license for the event.
- Customers are only allowed to serve beer, wine and champagne. Hard alcohol, including mixed drinks and cocktails are not permitted in City facilities.

### **Insurance Information**

- Liability Insurance will be required for any event hosted in the Ballroom, Community Room or Orchard Pavilion.

- A general liability Insurance policy in the amount of \$1 million will be required with the City of Sunnyvale listed as an additional insured with wording as follows:  
**“The City of Sunnyvale, its officers, agents, and employees are hereby named as additionally insured”**
- Proof of insurance and the accompanying endorsement must be submitted a minimum of 30 days prior to the event. Failure to submit the appropriate insurance will obligate the City to cancel your event. For more information on qualifying insurance requirements please contact the Facilities Coordinator at (408) 730-7335.

### **Security**

- For events honoring youth under 21 years of age, (birthday parties, baptisms, Bar and Bat Mitzvahs, Quinceaneras, etc.) security is required for all events. Two (2) security guards are required for events in the Ballroom and Orchard Pavilion, and one (1) security guard for events in the Community Room.
- For all other events, one (1) security guard per event is required when alcohol is served.
- Security will be arranged by City staff with a contractor and paid for by the renter. Fees will be added to the rental cost.

### **Catering Information**

- Customers who wish to have their food prepared in the Orchard Pavilion or Ballroom kitchen are required to use a qualified caterer and complete the Catering Agreement Form.
- Only qualified caterers who have a valid City of Sunnyvale business license, current Santa Clara County health permit, and a general liability insurance policy in the amount of \$1,000,000, will have access to the kitchen. Please see the Catering Agreement Form for details.
- For information on obtaining a Sunnyvale Business License, please contact the One-Stop Permit Center at (408) 730-7620.
- Orchard Pavilion kitchen access is limited to qualified caterers only. Potlucks are not allowed in the Orchard Pavilion.
- Food preparation by the permit holder and potlucks are allowed in the Ballroom, and do not require completion of the Catering Agreement Form.

### **Room Arrangement and Special Requests**

- A room set-up diagram is due 30 days prior to the event. (A floor plan of the room will be included in the reservation packet so you can sketch your desired room set-up.) A facility attendant will have set up all tables and chairs, in accordance with your set-up diagram, by the time the program/event begins. Failure to receive a room set-up diagram will result in no set-up being performed.
- The Facilities Coordinator must approve decorations, special requests, and the room set-up diagram.
- Use of pins, tape, or staples on the walls and partitions in the Orchard Pavilion is prohibited. Decorations must be self-standing in the Orchard Pavilion.

- The City of Sunnyvale does not guarantee that the outdoor fountains will be operational during an event.
- The City of Sunnyvale reserves the right to restrict the use of, or prohibit items such as confetti, glitter, silly string, fog machines and any other items that are deemed inappropriate by event staff, or that make restoring the facility to its original condition difficult. Please contact the Reservations Office if you plan on having non-standard decorations or activities at your event.
- Please inquire about the rules pertaining to the use of candles.

### **Starting the Event and Checking In**

- The permittee or authorized representative must check-in at the front counter with staff prior to gaining access to the facility. City staff will ask the permittee to sign and date the City of Sunnyvale Facility Check-In Verification form and review any last minute requests prior to the start of the event.
- A facility attendant will unlock and lock the facility, answer any questions, and enforce all rules of operation. The attendant(s) will set up the room prior to the designated time allowed for preparation and assist with additional tasks as necessary. Please report all spills and any problems to the attendant immediately.

### **Clean-Up Responsibilities**

- The user is responsible for restoring the facility to its original condition prior to usage and to the satisfaction of event staff. The City of Sunnyvale will furnish NORMAL cleaning supplies such as trash bags, mops, and sponges. Staff will be present and provide guidance on the necessary functions that need to be performed prior to vacating the facility.
- It is the user's responsibility to clean all tables and chairs before staff REMOVES them from the facility.
- A Clean-Up Responsibility Policy Form will be provided when the reservation is made and on the day of the event. This form can be used as a checklist to ensure that the user adheres to all clean-up responsibilities.
- The permittee is provided one (1) hour after the event's scheduled conclusion time to clean the facility. This time is used specifically to clean. All other activities associated with the event must stop.
- Prior to vacating the facility the user must check-out at the front counter and verify with staff that the condition of the facility is satisfactory. This, however, will not guarantee that the damage deposit will be refunded in full.
- Should the facility be vacated prior to restoring the facility to its original condition, the permittee will be charged one hour of rental fees for each 15 minutes that staff is needed to return the building to a satisfactory condition.

### **General Regulations**

- Each guest at an event must obey all applicable City, State and Federal laws, ordinances, rules and regulations. Failure to obey rules and regulations will result in cancellation of the permit.

Additionally, you may be asked to leave the facility; your event may be stopped, and/or you may be subject to legal action and charged additional fees for staff time, damages or losses to the City.

- Food and drinks are prohibited on the stage in the Orchard Pavilion.
- The person or organization to whom the permit is issued assumes all responsibility for use of the facility. Permits cannot be transferred, assigned or sublet. The permit holder or their delegate must be in attendance at all times.
- Only City of Sunnyvale vehicles are allowed on Community Center grounds. You may park only in designated parking areas, including the time spent loading and unloading your vehicle.
- The rooms reserved exclusively for your activity are included on your permit. You may not use other rooms in the facility.
- The City has the right to assign a staff member to supervise the event.
- The City retains the right to prohibit excessively large audio equipment that may be considered a nuisance or disturbance to the surrounding community. This will be determined by Facility Coordinator or City facility attendant assigned to the event. Staff may also control sound volume during your event. Equipment that may cause power failure to the facility will be prohibited.
- Gambling is prohibited. Gambling is defined as: “giving of value for the possibility of obtaining the operation of an element of chance.”
- Commercial or profit-making activities are not allowed. You may not charge admission fees, sell products, or solicit donations without prior special approval by the Department Director or the assigned representative.
- Smoking is prohibited in all public parks, including recreation facilities and open spaces.
- The City has banned use of foam plastic food and beverage containers by food vendors effective April 22, 2014 and, as of April 22, 2015, retail sales of these items. To protect the local environment, we ask your cooperation in not using foam food containers (aka “Styrofoam”) at your picnic, meeting, or other event.
- Specific fire code regulations must be followed for candle usage. No open flames allowed. Please call the Reservation Office for further details.
- The display of banners and/or signs is prohibited.
- No confetti or glitter is permitted in or around the Community Center.
- No soliciting is allowed in or around the Community Center.
- The City of Sunnyvale is not responsible for accidents, injury, illness, or loss of group or individual property.
- Proof of insurance may be required, depending on the type of event.
- Birdseed may be thrown outside the Community Center at wedding receptions; no rice is allowed.
- Anyone violating the established rules and regulations or constituting a public nuisance may be required to leave the facility; your deposit may be withheld and you may be responsible for additional fees related to staff time, damages and losses to the City.
- Please do not offer gratuities to City employees as they have been instructed not to accept them.