



1708 Lisbon Ave., West Sacramento, CA, 95605

### Facility Schedule & Facility User Agreement

FEE SCHEDULE	NON-PROFIT	PRIVATE PARTY	CORPORATE	HOURS	TOTALS
<b>Security Deposit (Refundable)</b>	150.00	300.00	500.00	x	=
<b>Hourly Room Rental</b>	125.00	150.00	300.00	x	=
<b>Wedding package Includes:</b> -1 hr of rehearsal (day prior or upon availability) -Day of ceremony & reception -Lighting & sound -Hall included all day from 10:00am-10:00pm		3500.00			=
<b>Event Cleaning Fee</b>	TBA			x	=
<b>Sound &amp; Lighting Staff</b>	150.00	150.00	150.00		=
<b>SECURITY DEPOSIT DUE WITH APPLICATION TO RESERVE FACILITY TOTAL RENTAL FEES DUE 30 DAYS PRIOR TO RESERVATION DATE</b>					<b>TOTAL DUE</b> =

FINAL CHECKLIST			
Items due to Finalize reservation	YES	NO	N/A
Security Deposit Paid (Due to reserve)			
Rental Fees Paid (10 days prior to event)			
Insurance Certificate (Due to reserve)			
ABC Permit (30 days prior to event)			
Security guard			
Special Event Permit (Due prior to event)			

Will this be a catered event?    Yes    No

Please note all caterers are required to have a health permit.

Name of caterer?
Phone:
Email:
Name of insurance, broker info, and policy number:

**1.     Reservations**

- Reservations for use of the facilities must be made in person or online at <https://bvtribe.com/bryte-and-broderick-community-center/> and approved by the Bryte & Broderick Community Center (BBCC) facility manager. Reservations can be made Monday through Friday from 8:00 a.m. to 4:00 p.m. Please call prior to coming in so that a staff member is available to speak with you.
- Reservations will be accepted as early as one (1) year prior to the requested date.
- Consecutive day use is limited to two (2) days. Additional consecutive days will require BBCC manager approval.
- This User Agreement must be signed by a responsible adult, 21 years of age or older.
- Any required insurance must be in the name of the person who has signed the User Agreement.
- All groups, organizations, and individuals who sign this User Agreement indemnify and hold harmless BBCC, its elected and appointed employees, agents, representatives, and affiliates harmless from any liability for damages and claims for damages or personal injury, as well as for claims for property damage and/or loss, including personal property, which might arise from the use of BBCC. Users shall sign a waiver of liability at the time the contract is signed.
- A deposit is required to reserve the room(s). The balance (i.e., outstanding rental, staff) are due and payable no less than thirty (30) days prior to the event. All fees must be paid thirty (30) days prior to the date of the event, or the function will be canceled, and all fees forfeited.
- If you pay your rental deposit with a credit card more than 90 days in advance, you will be refunded by check within 2-4 weeks following your rental.

- Storage facilities are not available to users before or after functions. Setup of equipment is allowed only during the hours for which the facility has been reserved.
- Documentation is required for all non-profit rentals.

## 2. Hours of Operation

- BBCC is available for use (including setup and cleanup), subject to availability: Monday – Thursday, 9:00a.m. until 6:00p.m.; Friday – Sunday, 10:00am – 10:00pm.
- BBCC staff will be available during all rental periods. BBCC staff has the authority to enforce all rules governing the facility.

## 3. General

- The individual or group reserving the facility assumes full responsibility for the conduct of the guests at their function.
- Fights, vandalism, or destructive behavior are grounds for immediate cancellation of this User Agreement (and all future contracts). The party will be asked to leave the facility immediately. No refund will be issued.
- If intentionally misleading information is provided by the user in this User Agreement or through any other means regarding the nature of the event or the number of participants, BBCC will immediately cancel the contract and all fees will be forfeited.
- Persons responsible for decorating or preparing rooms for scheduled events will not be permitted in the rooms until the time specified on the contract as the start of the rental period. The applicant or specified responsible party should arrive at the time designated on the contract.
- There is no refund on unused reservation time or equipment.
- **BBCC requires security to be on site for all functions that serve alcohol of any kind or has a guest count of 75 or more.** All security fees will be paid and arranged by the renter.
- BBCC is not responsible for any property lost or stolen during an event, or any items left behind.
- Applicants will be billed additional charges for unsatisfactory clean-up or damages, and/or when the event or activity exceeds the specified time.

## 4. Equipment Provided

- Available to Renter
- Community Center: Capacity- 75 seated 100 standing; Billiard Room Capacity – 16 seated 40 standing.
- The renter is responsible for set up and breakdown of chairs and tables.
  - Round Tables: 7 – 72” (seats 8-10)
  - Rectangle Tables 5 – 8’
  - White Resin Chairs with cushion - 150
  - Walk-in refrigerator, Ice machine, bar-serving counter with hand washing station
  - Catering prep-space with double door refrigerator, prep and serving counters, trash, recycling, and compost waste cans.
- **Add-Ons with additional fee** - Sound system, lighting, wireless microphones, built in projector and screen (comes with a lighting and sound engineer)

- Operations and adjustment of all fixed equipment, including lighting, sound, and temperature control systems are the responsibility of the BBCC staff. Users are not to adjust or operate any piece of equipment and will be held liable for any damage occurring from unauthorized usage.
- **\*\*\* Under no circumstances shall BBCC-owned equipment be removed from the facility. Users will be liable for the cost of necessary repairs and/or replacement of any equipment lost or damaged while in their care and control.**

## 5. Decorations

- Cellophane tape, adhesives, nails, screws, staples, tacks, or any other devices, which may mark or leave a residue, are prohibited on walls, woodwork, windows, fixtures, furniture and floor. Carpenter and painter's tape is acceptable.
- All balloon decorations must be weighed down.
- Exits must remain clear at all times.
- Open flames are prohibited (including but not limited to candles, torches, and hibachis).
- Throwing birdseed, rice, confetti or other similar materials inside or outside the building is prohibited.
- Users must remove all decorations from tables, walls, windows, woodwork, and fixtures prior to leaving the building.
- Users are subject to a charge for decorations that have not been removed from the facility within the timeframe stated in this User Agreement. This cost will be taken from the cleaning deposit.
- Users must furnish their own decorating supplies (i.e., scissors, helium etc. ladders)

## 6. Cleaning Rules

- The renter must return the facility to the same condition it was in prior to the rental and is responsible for all cleaning duties, including sweeping, mopping, and vacuuming all the floors, cleaning the bathrooms (including any debris on the floors and counters, and ensuring all trash items are properly disposed of.
- **The Following Rules apply to Renters who Self-Clean the Facility Following their Event:**
  - Time for cleanup must be included in the hours specified in the contract. Users will be billed for staff and facility rental for cleanup extending past the ending time specified in the contract. No event may go past 11:00pm.
  - All spills must be mopped up. Cleaning supplies are available in the hall closet.
  - All soiled tables and chairs must be wiped down.
  - All bathrooms must be cleared of paper products on the floor and sinks. Counters will be wiped.
    - BBCC supports a comprehensive recycling program that includes paper, bottles, cans, and cardboard. All recyclables should be kept separate from trash and placed in designated receptacles. All trash and recyclables must be picked up from the room, lobby, and parking lot and placed in outdoor receptacles located at the west end of the parking lot in the gated area.
  - All or a portion of the cleaning/damage deposit will be withheld if the facility is not adequately cleaned, or if damage occurs.
- BBCC Cleaning Service Available. BBCC does offer a cleaning service that will take care of all cleaning responsibilities mentioned above. Renter must still make sure all trash is inside the trash receptacles and that all the tables and chairs are put away. The service must be arranged at least one week prior

to the rental and the fee will come out of the security deposit. Please arrange a service with BBCC rental staff.

- **BBCC Cleaning Service May be Required.** If your event has 75 people or more in attendance and is serving food and/or alcohol, **you will be required to pay for the event cleaning service.** Self-cleaning will not be an option. This is not negotiable.

## **7. Changes, Cancellations, Rescheduling, and Refunds**

- Changes to this User Agreement, such as the nature of the event or the number of participants, shall be made by the BBCC staff, in writing, not less than 30 days prior to the scheduled event. Changes must be approved and, if necessary, fees will be adjusted. The city reserves the right to deny changes.
- Cancellation of the event must be submitted in writing and is subject to the following fees:
  - 60 or more days prior to event – Full refund, minus a \$50 processing fee;
  - 30-59 days prior to event – 50% of required deposit, minus \$50 processing fee;
  - 0-29 days prior to event – Full deposit forfeited;
  - Users should receive a refund check within 30 days.

## **8. Alcoholic Beverages**

- A caterer with a liquor license may serve alcoholic beverages at events held by private citizens or groups. Alcohol may be consumed without an ABC license when there is no monetary exchange for the beverage.
- Sales and consumption of alcoholic beverages is prohibited within the facility without specific written permission. To obtain permission the following forms are required: Special Event Permit ABC- Special Daily License Alcohol Declaration Form Insurance with proper alcohol coverage.
- Once all the forms above are submitted and signed off, BBCC will authorize alcohol on site during the rental.

### **Special Event Form:**

[http://www.cityofwestsacramento.org/city/depts/police/special\\_events/default.asp](http://www.cityofwestsacramento.org/city/depts/police/special_events/default.asp)

Contact Ana Padilla: 916-617-4620 or at City Hall 1110 West Capitol Ave, West Sacramento

### **ABC Special Daily License**

<http://www.abc.ca.gov/FORMS/ABC221-2010.pdf> WEBSITE- <http://www.abc.ca.gov/forms/PDFlist.html>

**FORM-** <http://www.abc.ca.gov/FORMS/ABC221-2010.pdf>

**WEBSITE-** <http://www.abc.ca.gov/forms/PDFlist.html>

**Local ABC Office-** 2400 Del Paso Road, Suite 155 Sacramento, CA 95834

**Phone:** (916) 419-1319

**Fax:** (916) 419-3994

**Email:** SAC.Direct@abc.ca.gov

- It is the permit holder's (renter's) responsibility to comply with the Alcoholic Beverage Control (ABC) Board regulations. Failure to comply with ABC regulations will result in the immediate cancellation of the contract, and/or termination of the event.
- BBCC staff reserves the right to limit the amount of alcohol allowed on the premises.

- The individual or group reserving BBCC assumes full responsibility for the conduct of the guests at the function.
- Users who charge a fee for alcohol must obtain approval from the West Sacramento Police Department at 550 Jefferson Blvd. West Sacramento, CA 95605, signed by the Chief of Police or his/her designee. A copy of the sales permit (license) must be on file at the City's Parks & Recreation Office no less than ten (10) working days and no more than thirty (30) days prior to the event. The license must be posted on-site during the event. All license fees are the responsibility of the user.

## 9. Liability

- User is responsible for any and all harm or injury to property or guests.
- Lessees shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the lessee.
- The options for providing liability insurance are as follows:
  - You may provide your own insurance through your insurance agency.
  - BBCC has a contact that may be able to sell you a one-day special event policy. Information will be forwarded to the company if you wish a quote from them. This policy may be paid for in the Parks and Recreation office.
  - If verification of your own insurance is not received within 10 days prior to your event, your event will be canceled.
- Minimum Limits of Insurance – Lessee shall maintain limits no less than:
  - General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. Policy must list Bryte & Broderick Community Center must be named as an Additional Insured with the following Date time of event, and name and address: **Bryte & Broderick Community Center 1708 Lisbon Ave. West Sacramento Ca, 95605**
  - **Alcoholic beverages require additional insurance** unless provided and served by a licensed caterer. The caterer's insurance will be considered adequate if the amount of coverage is sufficient and there is a rider specifying the date(s) and location of the event being covered.
  - **The caterer's insurance only covers the alcohol beverages, not the facility.**
  - **\*\*\*No vendor, under any circumstance, may partake in consumption of alcohol before, during, or after the event.**
  - **BBCC has the right to refuse any vendor to perform at our venue.**

## 10. Parking

- Please use the BBCC designated parking lot, street parking is also available.
- Users and guests must comply with all laws regarding on-street parking.
- Do not block any driveways.

## 11. Smoking

- Smoking (tobacco and vaping) is prohibited inside and on the grounds of the BBCC.
- Users and guests must comply with all laws regarding smoking and tobacco.
- BBCC does not authorize the use of any illegal substance.

## 12. Building Staff

- Building Staff will be on-duty for the duration of your event.
- BBCC Staff will open the facility and provide information and directions.
- BBCC Staff is not available to serve, decorate, or be involved with the event.
- BBCC Staff is authorized to enforce all facility use rules and regulations.

**13. Children**

- Children are not permitted to wander about the premises unsupervised (inside or outside)

**Noise:** BBCC follows the West Sacramento noise ordinance and guests must comply. Excerpts of the West Sacramento noise ordinance. Please ask BBCC staff for a copy if necessary.

**14. Entertainment**

- BBCC must approve all musical and entertainment arrangements desired by the User.
- BBCC reserves the right to immediately terminate any event if the content deviates from the approved arrangement, particularly regarding any content that would be deemed offensive or inappropriate for the public.

DJ or Band name:
Contact info:

**15. Publicity and Printed Materials**

- All promotional events such as press conferences, media events, fundraisers, or other similar special events that will draw media attention must be coordinated with the BBCC representative to ensure the media coverage includes the BBCC in an appropriate context.
- A BBCC representative must approve the content of invitations, posters, and promotional materials for promotional events prior to printing, mailing and/or distribution. Violations of this guideline may result in cancellation of the event.

**16. Photography**

- The User may take photos/videos of the event for personal use. However, the BBCC’s art collection and/or exhibitions (if any) cannot be specifically photographed or reproduced in any form to be used for commercial purposes, such as in brochures, advertisements, etc. without written consent from the BBCC.
- If the User’s intent is to use the art and exhibitions as backdrop for photography, video, television, or film production, this must be approved in writing by the BBCC.
- BBCC reserves the right to photograph any event for promotional use.
- If the user is not in agreement to these terms please contact the BBCC Staff.

## **User Agreement**

I have read this User Agreement and understand that I am responsible for ensuring that my event complies within this User Agreement.

**User Signature:**

**Date:**

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