



Park Building Rental and Usage Policies

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

Park Building Reservation Procedures

Visit Sunnyvale.ca.gov for information about our rental facilities and parks.

- To inquire about availability, call the main reservation line at 408-730-7335.
- Reservations can be made over the phone with a MasterCard or Visa, or in person at the Sunnyvale Community Center's Recreation Center, Monday through Friday between 8 a.m. to 4:30 p.m.
 - Reservations can be made six months to the day in advance. Reservations must be made a minimum of 14 days in advance.
 - Reservations for Park Buildings on designated City holidays will require approval by the Facilities Coordinator. Special holiday rates may apply at the discretion of the City of Sunnyvale.
 - All customers must submit two forms of residency verification in order to receive a discount on facilities where a residency discount is applicable.
 - 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 in full no later than 14 days prior to the event. If payment is not received 14 days prior to the event, the City of Sunnyvale is obligated to cancel your reservation and withhold the security deposit.** If paying by check or credit card, the payment information must match the name of the individual or company/organization on the rental permit. No third party payments will be accepted. If event date is less than 30 days away, all payments must be made by cash or credit card, no checks will be accepted.
 - Once the balance of the permit is paid, the security deposit will become a damage deposit. Please see policies regarding damage deposits on the following pages.
 - Groups composed of minors (under 18 years old) must be supervised by a ratio of one adult for every 20 minors while they are using the facilities. The permit may only be issued to the adult supervising the function. Permits may be issued to individuals between 18-21 years of age for events without alcohol.
- Once reserved, a confirmation packet will be delivered to your residence.
 - Sign and return the Park Building Liability Statement.
 - Complete and return the Park Building Set-up Form.
- On the day of the event, a building attendant will open the facility at the time reserved.
- Access to the Facility will only be granted during the times indicated on the use permit. The room will be opened by the City of Sunnyvale (no keys will be issued) at the start time on the use permit. Access to the building will not be granted prior to this time. Additional set up time

cannot be arranged the day of the event and the City of Sunnyvale will not be dispatched to open buildings early.

Rental Time Requested

- Specific **rental times** are required when making the reservation. **Rental fees** are applied for preparation and actual program time. The **permittee** will be obligated to pay for additional set-up time.
- All activities must be concluded no later than 10 p.m. One hour will be provided for cleaning purposes at the conclusion of the event at no charge. All persons associated with your event must vacate the premises when the permitted time expires. Events that go over the reserved program time will have a penalty fee of **one hour rental rate** for every 15 minutes; fees will be withheld from the damage deposit.

Permit Changes and Revisions

- A \$25 administrative fee will be assessed for all revisions except for adding time to an existing **permit**.
- There will be a \$25 jump house permit fee required for events with an inflatable jump house at one of the City of Sunnyvale parks. Jump houses must be obtained through specific companies preauthorized to provide structures in City of Sunnyvale parks. To obtain a list of the preauthorized companies, call the reservation line at 408-730-7751 or come in the Recreation Center Front Counter to pick up a copy.
- The **permittee** shall be required to pay for additional services/equipment not requested in advance.
- Changes or revisions to an existing **permit** will not be allowed within 30 days of the scheduled event date.

Cancellation Policy

- The City of Sunnyvale reserves the right to cancel any reservation contract and/or equipment request upon two week 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 an 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 **permittee**. An emergency is defined as an illness, injury, accident, natural disaster, civil unrest, act of war or act of God, beyond the control of the City of Sunnyvale, which renders the venue unsafe or inaccessible.
- Should the **permittee** cancel their event, refunds will be made as indicated in the refund chart below. A \$25 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. Short notice changes and cancellations severely restrict the City of Sunnyvale's ability to schedule facilities for other activities. These policies encourage pre-planning and early decision making by offering financial incentives to **permittee** who provide advanced notice of changes or cancellation.

City of Sunnyvale Cancellation Refunds	
Cancellation Timeframe	Refund Amount
Three to six months in advance 91 to 129 days in advance	Full Refund of Damage Deposit, less a \$25 Administrative Fee
One to three months in advance 31 to 89 days in advance	Refund of 50 percent of damage deposit, less a \$25 Administrative Fee
Less than 30 days in advance	100 percent of the damage deposit will be withheld. Use fees will be refunded.

Refunds and Damage Deposit Refunds

- Refunds will be mailed to the **permittee**. If the **permittee** paid by check or cash, a check will be mailed for the appropriate amount approximately four to six weeks after the date of the event or after a cancellation has been made. If the **permittee** paid by credit card, the **permittee's** credit card will be credited for the appropriate amount within two to three weeks following the event or cancellation request.
- Damage deposit refunds will be processed after the event if the facility is left in a satisfactory condition, nothing is broken or damaged and the event ends at its scheduled time.
- The City of Sunnyvale will deduct from the damage deposit additional charges relating to, but not limited to additional maintenance time, additional facility use time and equipment or property damage during your event.
- If Public Safety is called to address an issue or disturbance at your event at any time, your damage deposit will be withheld.
- The City of Sunnyvale reserves the right to hold the **permittee** damage deposit in its entirety if **permittee** does not follow specified City of Sunnyvale policies. This will hold true regardless of who (**permit holder**, guest, or agent of **permit holder**) was responsible for the breach of policy.

Alcohol Information

- Alcohol is not permitted inside or outside of the building. If the City of Sunnyvale views alcohol on the premises, the event will be stopped and the damage deposit forfeited.

Catering and Insurance Information

- Food is permitted in the park buildings. **Permittee** may prepare their own food or arrange for a caterer.
 - If you choose to have your event catered, you must have your caterer complete "Catering Agreement" form. The completed Catering Agreement form will be due a minimum of 30 days prior to the event. Failure to submit the completed form by the due date will result in the cancellation of your event and loss of all associated fees. To

request a copy of this form please call the Reservation Office to have a copy sent to you or come into the Reservation Office during business hours.

Facility Attendant

- A Facility Attendant will unlock and lock the facility, answer any questions and enforce all rules of operation. An attendant(s) will setup the room prior if a setup request has been submitted. Please report all spills and any problems to the attendant immediately.

Room Set-Up and Special Request

- The Facilities Coordinator must approve decorations, special requests and the room set-up diagram.
- A room set-up diagram is due 14 days prior to the event (a floor plan of the room will be included in the reservation packet onto which you can sketch your desired room set-up). A Facility Attendant will set-up all tables and chairs, in accordance with your set-up diagram, by the time the program/event begins. This document will be due 14 days prior to the event. Failure to receive a room set-up diagram will result in no set-up being performed.
- If the **permittee** should for any reason be unavailable during an event. It is his/her responsibility to nominate a representative to act as a point of contact should the City of Sunnyvale have any questions or concerns regarding the event.
- The City of Sunnyvale does not guarantee that lakes or streams at parks will be operational during an event.

Clean-up Responsibilities

- The **permittee** is the responsible for restoring the facility to its original condition prior to use and to the satisfaction of the City of Sunnyvale. 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 **permittee's** responsibility to clean all tables and chairs before the facility attendant 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 **permittee** adheres to all clean-up responsibilities.
- The **permittee** is provided one 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 **permittee** 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 a penalty fee of one hour of **rental fees** for each 15 minutes that the City of Sunnyvale needs to return the building to a satisfactory condition.

General Regulations

- Each guest at an event must obey all applicable City, State and Federal rules, ordinances, laws and regulations. Anyone violating the established rules and regulations or constituting a public nuisance may be required to leave the facility and the deposit may be withheld. Failure to obey the rules and regulations may result in cancellation of **your permit**. Additionally, you may be asked to leave the facility and/or be subject to legal action.
- 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 of the event at all times.
- **Permittee** and guests may park only in designated parking areas and must comply with all zoning and traffic ordinances.
- The rooms are reserved exclusively for the activity included on the **permit**. **Permittee** may not use other rooms or reservable picnic areas in the park.
- The City of Sunnyvale has the right to assign a staff member to supervise the event.
- The City of Sunnyvale retains the right to prohibit excessively large audio equipment that may be considered a nuisance or disturbance to the surrounding community. 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. **Permittee** may not charge admission fees, sell products, or solicit donations without prior special approval by the Department Director or the assigned representative. No soliciting is allowed in or around the Park Building
- No amplified music or speeches are allowed outside the building.
- Smoking is prohibited within twenty feet of any entrances, exits or operable windows.
- The City of Sunnyvale has banned use of foam plastic food and beverage containers by food vendors and retail sales of these items. To protect the local environment the City of Sunnyvale asks 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 the use of candles. No open flames are 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 facility.
- 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 Park Building at wedding receptions; no rice is allowed.
- Please do not offer gratuities to City of Sunnyvale employees as they have been instructed not to accept them.



Clean-up Responsibility Policies-Park Building

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These guidelines will serve to highlight the responsibilities of both the City of Sunnyvale staff and the **permittee**.

Staff Responsibilities:

- The City of Sunnyvale does provide staffing for events.
- The primary function of the staff is to open and lock the facility, set-up all tables and chairs prior to an event and remove all tables and chairs following an event. Staff will be responsible for light clean-up services only.
- The facility attendant(s) will provide the **permittee** with guidance for all of the items listed below. Staff will also provide any clean-up materials to aid in cleaning, such as brooms, mops and trash bags.
- During the event, if a situation comes up where a facility attendant(s) is needed, contact the specified City of Sunnyvale on-call cell phone or pager which is given to the **permittee** at the beginning of the event.

Permittee Responsibilities:

- **The **permittee** bears the responsibility of leaving the facility in the same condition as it was found.**
- Events must conclude to the time specified on the Reservation Contract. The City of Sunnyvale does not permit adding additional time to a function on the day of the event, however if time does exceed beyond the designated time, all or a portion of the **permittee's** damage deposit will be withheld.
- Before departing, it is of utmost importance that the **permittee** checks with the staff supervisor to ensure that the facility is in fact "clean." This will aid, however not guarantee, in insuring the entire amount of the damage deposit is reimbursed to the **permittee**.
- **Failure to comply will lead to forfeiture of all or part of the **permittee's** damage deposit.**

In order to ensure a full reimbursement of a damage deposit, the **permittee** must meet the following criteria:

- ___ Floors are swept and mopped (if needed) and restored to the same conditions at the start of the event
- ___ All bottles, cans, cups etc. are removed from the premises
- ___ Tables and chairs wiped clean of food and beverage spills
- ___ Any "wet spill" on floor mopped (wet spills must be addressed at the time they occur)
- ___ Trash bagged and transferred to the designated area
- ___ Kitchen area clean and cleared of any food or debris

____Patio (if applicable) area clean, including the removal all cans, bottles, cups etc.