

LILLARD HALL USE/RENTAL POLICIES

Applicant Name _____ Event Date _____

USE AND RENTAL CONDITIONS

Following are the conditions for the use/rental of Lillard Hall, the surrounding lawns, and the public parking area:

1. The applicant must be at least 18 years of age.
2. If alcohol is to be served at the event the applicant must:
 - a. be at least 21 years of age and able to show current and valid identification upon request;
 - b. either (i) hire a licensed bartender or (ii) require that the applicant (or a designee of the applicant, who must be at least 21 years of age) remain on the premises for the duration of the event; the applicant (or designee) must complete, and provide proof of completion of, the California Alcohol and Beverage Control Board *California Responsible Beverage Service (RBS) Certification Course*; and
 - c. during the event, the applicant (or designee) will be responsible for cutting off alcohol service as necessary; and
 - d. contract for and provide, from Lillard Hall's preferred list, two uniformed security guards from a security company licensed by the California Department of Consumer Affairs, Bureau of Security and Investigative Services and provide a copy of the paid contract with the security firm (which contract shall include the company's state license number) to the Hall Manager no later than 14 days prior to the event, or upon approval of the Application if the event date is within 14 days.; and
 - e. no later than 14 days prior to the event, or upon approval of the Application if the event date is within 14 days, the applicant must provide (i) proof of RBS course completion or a copy of bartender's license and (ii) a copy of the paid security firm contract to the Hall Manager.

NOTE: Security guards must remain on-site for the duration of the event. Security guards must also check-in with on-duty fire fighter upon arrival.

3. Obtain liability insurance listing the West Plainfield Fire Protection District (WPPFD or District) as an additional insured for the use of the venue in the minimum amount of \$1,500,000.00 against property damage, personal injury, and wrongful death (Event Insurance). Additional Event Insurance will be required if Bouncy Houses/Carnival Rides are present at the event or if alcohol will be served. The applicant must provide proof of appropriate Event Insurance no later than 14 days prior to the event, or upon approval of the Application if the event date is within 14 days.
4. If the event will have a live band, DJ or music, the applicant must provide, from Lillard Hall's preferred list, two uniformed security guards from a security company licensed by the California Department of Consumer Affairs, Bureau of Security and Investigative Services and provide a copy of the paid contract with the security firm (which contract shall include the company's state license number) to the Hall Manager no later than 14 days prior to the event, or upon approval of the Application if the event date is within 14 days. **Security guards must remain on-site for the**

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duration of the event. Security guards must also check-in with on-duty fire fighter upon arrival.

5. If the applicant is neither a resident of WPPFD nor District personnel, at the discretion of the Hall Manager the Hall Manager may require that the applicant appear before the Board of Commissioners (Board) for approval. NOTE: The Board meets monthly, typically on the 3rd Tuesday.
6. "Sub-leasing" of Lillard Hall is not allowed.
7. The applicant must attend, and personally supervise, the event and shall meet all conditions outlined herein as appropriate to the event. The Hall Manager must be able to reach the applicant by phone (text or voice) at all times during the event.
8. The maximum permitted size of any group is 150.
9. The Hall may be reserved from 10:00 am to 11:00 pm. The reservation period includes setup through cleanup of the premises.
10. Events must end by 10:00 pm and the premises must be cleaned, inspected, and vacated by 11:00 pm. All applicants must secure and lock all windows and doors and turn off the lights, heater or air conditioner prior to vacating the premises.
11. No weapons of any kind allowed on premises.
12. All alcoholic beverages must remain inside Lillard Hall. No glass beverage containers will be permitted on Lillard Hall or WPPFD grounds.
13. Live bands, DJs and music must cease no later than 10:00 pm. While music is playing all doors and windows must be closed.
14. At no time shall any of the building exits and door/panic hardware (push bars) be obstructed by decorations, chairs, tables or any other item in any manner whatsoever.
15. All drapery and decorations must be inherently flame retardant or treated with State Fire Marshall approved fire retardant chemicals.
16. The use of nails, screws, tacks, staples, etc. is prohibited. Cellophane tape may be used to secure decorative materials to walls and tables only and all tape must be removed after the function. Tape is not to be applied to any painted surface. The use of straw, hay and similar materials is not permitted.
17. All WPPFD equipment and buildings are off limits, except Lillard Hall, the gravel parking area south of the fire station, and the handicap parking area.
18. Parking on the concrete to the west, or in front, of the fire station house is not permitted under any circumstances; event parking is permitted only on the graveled area south of the fire station and in the handicap parking area.
19. Activities that violate federal, state or local laws, codes, standards or regulations are not permitted.
20. The WPPFD reserves the right to cancel or suspend any event for just cause, including, but not limited to: the consumption of alcoholic beverages by minors, disorderly conduct, vandalism,

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destruction of property or the violation of any conditions contained in this Agreement. If WPFPD cancels or suspends the event, all fees and deposits are forfeited.

21. The WPFPD specifically reserves that right to seek recovery from the applicant for any damages to the premises, facilities, fixtures or furnishings.
22. The applicant is responsible for any damage caused during the event.
23. The WPFPD is not responsible for damage or loss of property, nor for claims arising from personal injury to, or death of, any guest of the applicant or the actions of any guest of the applicant.
24. Applicant agrees to respect and follow direction from all WPFPD staff.
25. Applicant agrees to indemnify and hold harmless the WPFPD, its officers, agents and employees from and against all loss or expense, including costs and attorney fees, by reason of liability imposed upon the WPFPD, including, but not limited to: bodily injury or death, damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Agreement and these conditions, providing such injury or death to persons or damage to property is due or claimed to be due to the acts or omissions of the WPFPD, its officers, employees or agents.
26. Keys to Lillard Hall will be supplied to the applicant as arranged by the Hall Manager.
27. The Hall Manager and one member of the Board may modify the Lillard Hall use/rental policies in specific instances as they deem appropriate.

APPLICATION PROCESS

The applicant should consult with the Hall Manager to determine if Lillard Hall is available for rental. The applicant can also arrange to preview the facilities for suitability and limitations.

If Lillard Hall is available, an "Application for the Use of Lillard Hall" must then be completed and presented to the Hall Manager. The Hall Manager shall review the application and approve or deny it as outlined below.

APPLICATION APPROVAL

The approval process depends on the type of activity, as outlined below:

1. A personal function (private party or event) hosted by a WPFPD personnel requires approval by the Hall Manager.
2. A meeting is defined as an event lasting no longer than two hours, is hosted by an entity, and has no food or beverage service. Additional 2-hour blocks are available for an additional fee with Manager approval.
3. Any other function (party or event hosted by or on behalf of an entity or a personal function hosted by a non-district resident) requires approval by the Hall Manager and one member of the Board.

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RENTAL FEE AND SECURITY DEPOSIT

	<u>Rental Fee</u>	<u>Security Deposit</u>
Personal Function - WPPFD Personnel	\$50.00 per hour	\$800.00
Personal Function - WPPFD Resident	\$50.00 per hour	\$800.00
Meeting	\$50.00 per 2-hour block *	\$200.00 **
Other Function	\$1,000.00	\$1,500.00

* Community groups meeting for any purpose which benefits the District may apply for an exemption to the meeting rental fee and security deposit. Any such exemption shall be approved by the Hall manager and a Lillard Hall committee member.

** A non-profit meeting may request a waiver on the deposit. Any such waiver shall be approved by the Hall Manager, at the Hall Manager's sole discretion.

The security deposit must be made no later than 7 days of application approval. The rental fee must be made no later than 21 days prior to the event, or upon approval of the Application if the event date is within 21 days. If the event is within 21 days of approval, the Hall Manager may require that payment be made by money order, cash, or cashier's check.

If payment is made by check, money order or cashier's check (check), two checks shall be presented to the Hall Manager: one for the rental fee and the other for the security deposit. **Checks shall be made payable to the West Plainfield Lillard Hall Fund.**

RETURN OF RENTAL SECURITY DEPOSIT

The applicant shall notify the Hall Manager of any cancellation as soon as possible. In order to receive a refund of the rental fee, the applicant must notify the Hall Manager of the cancellation at least 12 days prior to the scheduled event.

If the application states that alcohol will not be served and alcohol is found on the premises, and is determined to be associated with the event or anyone attending the event, the event will be immediately terminated and neither the security deposit will be returned to the applicant.

FORFEITURE OF RENTAL SECURITY DEPOSIT

The following actions can result in full or partial loss of the security deposit, as follows:

1. Lillard Hall premises must be cleaned, inspected, and vacated by 11:00 pm on the date of the event. **Failure to comply WILL result in forfeiture of 100% of the security deposit.**
2. Live bands, DJs and music must cease no later than 10:00 pm. **Failure to comply MAY result in forfeiture of 100% of the security deposit, at the discretion of the Hall Manager.**
3. While music is playing all doors and windows must be closed. **Failure to comply MAY result in the following forfeitures of the security deposit, at the discretion of the Hall Manager, as follows:**
 - a. Sound level below 85 decibels (measured at the frontage of the property) subject to 25% forfeiture of security deposit; and
 - b. Sound level above 85% decibels (measured at the frontage of the property) subject to 50% forfeiture of security deposit.

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DAMAGE AND CLEANING; USE OF SECURITY DEPOSIT TO MAKE CORRECTIONS

After each event and prior to the applicant vacating the premises, the Hall Manager will inspect the premises. The entire security deposit will be refunded to the applicant only if the Hall Manager determines the following conditions have been met:

1. All debris has been deposited in the dumpster located in the parking area south of Lillard Hall and the lids are closed tightly.
2. All exterior grounds and parking lot were properly cleaned of debris immediately following termination of the event.
3. All decorations and materials used to affix the decorations have been properly removed.
4. All chairs and tables have been cleaned and properly restored.
5. The floors have been swept clean and wet mopped.
6. The bathrooms (including the sinks, toilets and floors) have been cleaned.
7. The kitchen sinks, counters, refrigerator, range, grill and floor have been cleaned.

The Hall Manager shall notify the applicant of any deficiencies and may allow the applicant to correct the deficiencies. If the applicant fails to correct the deficiencies within a 24-hour period, the Hall Manager shall use the security deposit to correct the deficiencies.

If the Hall Manager determines that additional cleaning or repairs are required the Security Deposit will be withheld until the cleaning is complete. The cost of the cleaning or repairs will be deducted from the deposit and the balance returned to the applicant.

If the cost to bring the premises back to its original condition exceeds the deposit amount, the applicant will be billed the excess charges. The applicant shall be denied further use of the Hall. If the applicant fails to pay the additional charges the WPPFD will take legal action to secure payment.

RIGHT TO CANCEL OR SUSPEND AN EVENT, IMPOSE ADDITIONAL PENALTIES

THE WPPFD RESERVES THE RIGHT TO CANCEL OR SUSPEND ANY EVENT FOR JUST CAUSE, INCLUDING, BUT NOT LIMITED TO: THE CONSUMPTION OF ALCOHOLIC BEVERAGES BY MINORS, DISORDERLY CONDUCT, VANDALISM, DESTRUCTION OF PROPERTY OR THE VIOLATION OF ANY CONDITIONS CONTAINED IN THIS AGREEMENT.

FAILURE TO MEET ANY OTHER USE AND RENTAL POLICY TERM AND CONDITION MAY RESULT IN FOREFITURE OF SECURITY DEPOSIT, AT THE DISCRETION OF THE HALL MANAGER.

I, _____, applicant herein, have read and understand the above Lillard Hall Use/Rental Policies.

Signature _____ Date _____

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CONTRACT ADDENDUM Required for all users after June 23, 2021

All users of Lillard Hall will follow any posted rules at the Hall, and the most recent guidelines set by California Department of Public Health (CDPH), the State of California and/or Yolo County. The following websites will provide the most recent guidelines and information.

California Department of Public Health

www.cdph.ca.gov

State of California

www.covid19.ca.gov

Yolo County

www.yolocounty.org

California Alcohol and Beverage Control Board – RBS Course

<https://www.abc.ca.gov/education/rbs/>

Signature _____

Date _____