

Please read through this entire document carefully – as a renter, you are responsible for understanding and following the rental policies outlined below. Please note some of our policies have changed – please read carefully. Effective March 17, 2020.

## **Application Process**

- 1. You may take a self-guided tour of the Golf Clubhouse during hours of operation, provided that an event or program is not in progress. Guided facility tours are by appointment only. Please call ahead to arrange a site visit: (415) 383-1370.
- 2. Applications must be on a form provided by the City of Mill Valley. Reservations cannot be made by phone. Reservations are taken in person, email or by fax at the Mill Valley Community Center, Monday Friday, 9am 5pm.
- 3. Applicants must be 21 years of age or older and the individual/organization listed on the application is responsible for paying in full, providing appropriate insurance coverage (when applicable) and the liability of the event itself.
- 4. Facility Rental Request Applications are accepted up to one (1) year in advance on a first-come, first serve basis. If there is more than one (1) application for the same facility/date/time, priority is given to Mill Valley Residents. If multiple residents or multiple non-residents apply for the same rental date a lottery will determine priority.
- 5. Renters will be notified by phone or email as to the status of their application within 72 hours of submitting an application. Incomplete applications may further delay the application process.
- 6. Please do not make plans until Facilities Staff have confirmed your rental. If you fax or mail your application and deposit, please follow-up and make sure that your materials were received.
- 7. Incomplete or inaccurate information by the renter on the Facility Rental Request Application and/or contract may result in cancellation of the contract and loss of fees paid.
- 8. City of Mill Valley activities and special events shall have priority over private rentals and for-profit commercial ventures.

Golf Clubhouse Rental Rates	City of Mill Valley Includes Non-Profits	Greater Mill Valley & Beyond Includes Non-Profits	Commercial	City of Mill Valley Non-Profit Youth Organizations
Monday – Thursday 2-hour rental minimum	\$30/hour	\$60/hour	\$80/hour	\$50/booking
Friday & Sunday 4-hour rental minimum	\$60/hour	\$90/hour	\$100/hour	
Saturday Flat rate for the day	\$700/day	\$850/day	\$950/day	

# **Application Process**

- 1. Rental times are Sunday Thursday, 8am 11pm and Friday & Saturday, 8am 12am (midnight).
- 2. The Golf Clubhouse is a self-serving facility. Renters are responsible for set-up, breakdown of all equipment and clean up.
- 3. The Golf Clubhouse is an indoor-only facility and does not have an outdoor entertaining area.
- 4. No open parties are allowed at the Golf Clubhouse.
- 5. The Golf Clubhouse is not rented on City of Mill Valley National Holidays.
- 6. The Golf Clubhouse fireplace is non-operation. Usage will result in loss of full deposit.
- 7. The organization, group representative, or individual who applied for use of the facility must be present at the facility during time of use. The facility cannot be left with a minor in charge. The person/organization who signs the contract takes full responsibility for the rental.
- 8. A \$500 deposit is required at the time of application to secure the reservation. This deposit is fully refundable after the rental as long as all the rooms are left in the condition that they were found in, the event did not go beyond the paid rental time, and all rules have been followed.



- 9. Rental time must include all time needed for set up, decorating, main event, and clean up.
- 10. Reservations will be confirmed and considered complete only after all required forms are signed and submitted, and applicable fees and deposit are paid. No dates are held for any group or individual who has not submitted a facility rental form and security deposit.
- 11. Only the renter(s) whose name is on the rental application may submit changes. Changes are subject to approval and must be made in writing (email preferred), or directly with Facilities Staff in person or over the phone. **All rental changes are tentative until confirmed by Facilities Staff and any/all additional fees have been paid.**
- 12. Renter acknowledges that the facility may be rendered unusable or otherwise unavailable due to circumstances beyond the City of Mill Valley's control. This includes, but is not limited to flooding, fire, natural disaster, power outages, criminal acts, acts of terrorism, or national, state, and local emergencies. In the event that the facility should be unavailable due to such circumstances, the City of Mill Valley will refund any fees received from renter. The City of Mill Valley shall not be liable for renter's consequential damages, including but not limited to other costs incurred in connection with renter's event, lost profits and lost opportunities.
- 13. The City reserves the right to cancel or stop an event in progress exceeding maximum limits.

# **Maximum Capacity**

Listed below is the maximum occupancy.

The City of Mill Valley reserves the right to cancel or stop an event that exceeds the maximum limit.

Assembly: 125 Dining: 90

# **Deposit**

- 1. A refundable security deposit of \$500 is required to confirm a reservation.
- 2. The deposit must be paid in full at the time facility is reserved. Deposits are separate from the rental fees. Deposit fees will be processed the same day the application is processed.
- 3. The deposit will be returned (if no damages or violations occur) within 30 days following the event. The deposit will be used to pay for additional fees if your event/activity caused the need for:
  - a. Cleaning beyond normal Community Center maintenance.
  - b. Repairs or replacement due to structural or equipment damage.
  - c. The number of persons attending the event exceeds the number of participants listed on the agreement.
  - d. Fire/Police Department response.
  - e. Unexpected/additional staff time.
- 4. If fees exceed the amount of deposit, renter will be required to pay the additional amount used to pay for additional fees if

# **Insurance and Damage Responsibilities**

- 1. A certificate of liability event insurance is required for any event in which alcohol is served or the number of participants exceeds 100. A certificate of insurance may also be required from third-party vendors and/or for special requests at the discretion of Facilities Staff.
- 2. Certificates of insurance must name the City of Mill Valley as additional insured and provide proof of coverage for a minimum of \$1,000,000 (one million) for property damage and public liability.
- 3. Insurance certificate(s) and additional endorsement page(s) must be received and approved by Facilities Staff at least 30 days prior to the event. Insurance documents can be emailed directly to Facilities Staff, faxed, or mailed to the Mill Valley Community Center.



- 4. All persons to whom a rental has been granted must agree in writing to hold the City of Mill Valley harmless and indemnify the City of Mill Valley from any and all liability for injury to persons or property occurring as a result of the activity sponsored.
- 5. Liability event insurance may be purchased through an individual's or organization's insurance company of choice or through the City of Mill Valley suggested vendor, HUB International. Please visit **www.eventinsure.com** for information on HUB International coverage details.
- 6. Facility inspections are conducted immediately following events by Facilities Staff to determine the condition of equipment used, room(s) rented and assembly/service areas. If damage is discovered, the renter will be notified by Facilities Staff within 14 business days following the rental.

#### **Rental Fees**

Rental fees are due 6 months prior to rental. All rental fees are due at time of application if the rental request date is less than 6 months prior to event date. If a rental payment is not received within the specified time, the reservation will be canceled and the deposit will be retained by the City and not refunded.

- 1. Payments are accepted in the form of check, cash, or credit card.
- 2. Events that exceed the scheduled rental time will be billed the hourly room rental rate for the additional time.
- 3. Fees are not refunded for reserved time not used. Reserved time should be chosen carefully; once fees are paid, there will be no refund for decreased reserved or actual use time.
- 4. Additional cleaning costs are charged for labor, and any damage repairs will be charged at the actual cost.
- 5. Payments plans for on-going rentals must be pre-approved by Facilities Staff and requested by the renter at time of application.

# **Rental Fee Payment Schedule for Golf Clubhouse**

Date of Application	Deposit	Rental Fees
1 year – 6 months prior to event date	100% of deposit due at time of reservation	100% rental fees due 180 days prior prior to event date
Less than 6 months prior to event date	100% of deposit due at time of reservation	100% of rental fees due at time of application

#### **Cancellations and Refunds**

Canceling a confirmed Golf Clubhouse reservation may be subject to penalties. Cancellation fees are determined by the amount of notice given prior to the scheduled event.

- 1. Deposits and refunds will be refunded in the same form as the original payment with the exception of cash payment which will be refunded as a check. No cash or check refunds will be issued for fees or deposits paid by credit card.
- 2. Refunds will be processed within 30 days after your event.
- 3. If the City cancels a rental, all fees will be returned.
- 4. The person named on the contract must make a cancellation in writing (email preferred) or directly with Facilities Staff in person or via phone.



## **Refund Schedule for Golf Clubhouse**

Cancellation Date	Deposit Fee Returned	Rental Fee Returned
More than 6 months prior to event	50%	100%
4 - 6 months prior to event	0%	50%
3 months or less prior to event	100%	0%

- 5. Cancellations by any renting party more than 6 months prior to reserved date will be refunded 100% of rental fees and 50% of the deposit. **The City will retain 50% of the Deposit.**
- 6. If cancellation is made less than 6 months but more than 4 months prior to reserved date, 100% of the deposit and 50% of rental fees will be retained by the City.
- 7. If cancellation is made 3 months or less prior to reserved date, 100% of the deposit fee will be returned, **but the City will retain the full rental fee.**
- 8. For rentals canceled 3 months or less in advance: If rental fees paid are less than the deposit, the deposit will be retained and rental fees will be returned.

## **Conditions of Use for Golf Clubhouse**

## 1. Care of Facilities/Hours:

All groups using a City of Mill Valley facility shall be responsible for proper use of all property, equipment and facilities. Department displays will not be taken down to accommodate private receptions or parties. Rental times are Sunday through Thursday, 8am – 11pm, Friday & Saturday 8am – 12am (midnight). All amplified sound must conclude by 10pm Sunday through Thursday and 11pm Friday and Saturday.

#### 2. Preparation and Clean-up:

All activity, including set-up, main event and cleanup, must be listed as rental time on the application. All preparation and clean up shall be completed by the user group including removal of decorations and other items brought by user groups. The renting party shall be responsible for setting up and breaking down all tables and chairs and storing them back in their proper storage place.

The kitchen must be cleaned after use; counters and appliances wiped down and cleaned, floors mopped, etc. or additional charges with be incurred. Additional cleaning may also be incurred due to unusual spills, scuffmarks, scratches, etc. which occur during the rental. All activity, including set-up and cleanup must be listed on the original application. Users shall supply additional garbage containers (dumpsters) at the user's own expense at the discretion of Facilities Staff.

Renters shall supply additional garbage and/or recycling containers at the renter's own expense at the discretion of Facilities Staff.

#### 3. Renter Properties:

Any property, rental items, decorations or temporary fixtures brought to the facility for any event must be pre-approved by Facilities Staff. The renting party shall remove such items within a predetermined and agreed upon time after the scheduled event. Any property brought in or installed without prior approval will be removed at renting party's expense. The City of Mill



Valley is not responsible for lost or stolen items and will not be responsible for any items delivered before or left after an event. **Nothing may be stored on-site without prior approval of Facilities Staff.** 

#### 4. Exits:

All exit doors and hallways must be kept clear at all times. At no time can exits be covered or obstructed by tables, chairs, decorations or other equipment. Fire code requires 5 ft. clearance to be maintained around all exit doors throughout the time of the event. The City of Mill Valley reserves the right to cancel or stop an event that does not meet exit door clearance requirements.

#### 5. Service of Food or Beverages:

In all facilities, no food items shall be sold to the public, unless approved in advance by Facilities Staff. A State Board of Equalization Swap Meets, Flea Markets, or Special Event Certification is required for all single day events selling food and/or beverages (county permits not required). Events for longer than one day, which include serving or selling food, are required to obtain a "Temporary Food Facility Permit" from the Marin County Environmental Health Department. In all cases where food is available, renters shall be advised to contact the Environmental Health Department regarding safe food handling.

## 6. Catering and Kitchen Use:

Renters may provide their own food and beverages, or they may utilize professional caterers for their event. Renters are responsible for arranging their own catering, linens, dishes and catering supplies. **Any equipment or decorations brought on site must be delivered and picked up within your reserved time unless prior arrangements are made with Facilities Staff.** 

Use of an on-site catering company must be declared to Facilities Staff at least 30 days prior to the event. **Renter is responsible for the condition of the kitchen and for the caterer in charge of the event.** Failure to comply with kitchen regulations and proper disposal of waste will result in a deduction or forfeiture of the deposit. Kitchen must be returned to the same condition in which it was found at beginning of event. On-site barbecuing requires pre-approval and is restricted to certain areas outside the facility.

### 7. Use of Alcohol:

#### Liability Event Insurance

A certificate of liability event insurance is required for any event in which alcohol is served. Host Liquor Liability is acceptable only if liquor is served, not sold, for less than 5.5 hours at an event with a closed guest list.

#### State Alcoholic Beverage Control Department Requirements

If alcoholic beverages are to be sold, the City requires the user to obtain a permit from the State Alcoholic Beverage Control Department. A permit is only required if the user is planning on selling alcohol and events involving exchange of any type of monetary consideration (example: purchase of meal ticket with alcohol being served as part of that meal) requires the renter to obtain an ABC permit.

#### Full Liquor Liability

A Full Liquor Liability Premium must be purchased and included on a certification of insurance if liquor, beer or wine is available for consumption and money is to change hands in any way, shape or form, between the event holder and those who participate/attend, (i.e., for a donation, ticket, for a meal, for entry to the event, for the beverage) or if liquor, wine and/or beer is available for longer than 5.5 hours.



### Renter Responsibilities

Renter must obtain and submit all necessary insurance and permit certificates to Facilities Staff no less than 30 days prior to the event.

State law prohibits the serving of alcoholic beverages to minors or to anyone who is or appears to be under the influence of alcohol. Alcohol must be served by an adult, over 21, from a bar or staffed beverage table.

Renter is responsible for any of their guests that bring alcohol into the facility without obtaining the proper insurance and security requirements. **Events may immediately be canceled if alcohol is consumed without meeting these requirements.** 

## 8. Security:

The City of Mill Valley may require, as a condition for approval of a Facility Contract, that licensed security guards be present at a rental event. Security might be required for, but not limited to, the following:

- The honoree is under 21 years of age and attendance is over 75
- The event is open to the public
- The event is private and attendance is over 75

Facilities Staff may, at any time, require additional security at the renter's expense prior to and/or during the event.

#### 9. Decorations:

- Smoke and fog machines of any type are not to be used inside facility.
- No candles or oil lamps permitted. Votive candles in glass containers may be used if the tip of the flame is 1.5 inches below the top of the votive.
- Dry rice, birdseed, grass, hay, flower petals, loose glitter or confetti are prohibited both inside and outside the Community Center.
- Any plants or shrubs brought into the building must be in a waterproof container. When setting up the plants on the wood flooring, there must be something underneath the container to protect the floor.
- Exits, exit sign, fire extinguishers, and any other safety devices or signage must not be covered or obstructed at any time.
- The City of Mill Valley may not supply ladders for renter's use. Please bring your own equipment.
- Mill Valley Community Center will not lend renters any equipment (matches, silverware, extension cords, etc.) beside that which is included in the rental (see Equipment List).
- All decorations, rentals, flowers, and any items brought in by the renter must be removed by the end of the rental time. This includes removal of any tape, staples, tacks, fishing line, escaped balloons, etc.

#### 10. Music:

DJ's and musicians must bring their own equipment and extensions cords. Doors and windows in the Golf Clubhouse should remain closed throughout the event. Outdoor amplified noise is prohibited. Indoor amplified sound must conclude by 11pm Friday - Sunday and 10pm Sunday - Thursday.

### 11. Smoking and Chemical Sensitivity:

Smoking is not permitted in any City of Mill Valley facility. Smoking is permitted on Cascade and Lobby Patios after 6pm. Cigarette receptacles are available for no additional fee upon request.



In order to allow individuals with allergies, asthma, or multiple chemical sensitivity to attend functions at the Mill Valley Community Center, individuals are requested to refrain from wearing perfume or other scented products.

## 12. Photography:

The Mill Valley Community Center staff reserves the right to photograph events for promotional purposes.

### 13. Publicity:

The City of Mill Valley reserves the right to review and approve materials used to publicize events to be held in a City of Mill Valley facility. City of Mill Valley staff may not/will not give out information on private rentals. The Mill Valley Community Center is not to be listed as a contact for your event or expected to assist with event promotion.

## 14. Banners and Signs:

No signs or banners of any size are allowed to be displayed outside the Mill Valley Community Center per Mill Valley Municipal Code (section 20.74.050)

#### 15. Youth Dances:

High school-age open dances are prohibited.