LILLARD HALL USE/RENTAL POLICIES

Thank you for your interest in renting Lillard Hall. The Hall has been a community hall for over forty years and has hosted many happy events.

Below are rules to keep in mind.

At a moment's notice the fire house next door can become active; so, NO PARKING off the graveled area for the Hall.

Leave the Hall as you find it. You and your attendees will need to be cleaned up and gone by 11:00 pm. Staff are sleeping next door and naturally cannot be disturbed by a late-night rager.

Alcohol and DJ events are OK but need to meet security conditions spelled out in this document.

The following pages contain the Lillard Hall use and rental policies and represent the rental agreement. Read this document carefully.

Lillard Hall is managed by the person or persons designated by the West Plainfield Fire Protection District ("WPFPD") to manage Lillard Hall operations. All references herein to "Hall Management" shall refer to any such person or persons.

Public parking is limited to the gravel area south and west of the Lillard Hall building and includes handicapped parking (the "public parking area"). Public parking on the concrete to the west or in front of the fire station house is not permitted under any circumstances.

As used herein "premises" or "Lillard Hall" refers to the Hall building, the area east of the Hall building, the lawn south of the Hall building, and the parking area reserved for Hall use. "WPFPD grounds" refers to all other areas, buildings, and equipment. **WPFPD grounds are strictly off-limits.**

Applicant Name _____ **Event Date** _____

LILLARD HALL USE/RENTAL POLICIES

APPLICATION PROCESS / APPROVAL

A calendar of Lillard Hall availability is available online. Once the applicant has determined if Lillard Hall is available for rent on the desired event date, the applicant shall complete and return the following documents to lillardhallrentals@westplainfieldfire.gov:

Lillard Hall Rental Application
Lillard Hall Use/Rental Policies (Rental Agreement)

Application review will not occur unless both documents are fully completed and received by Hall Management.

Prior to providing the application packet, the potential applicant may schedule a site visit. **NOTE**: We apologize if at the time of your scheduled appointment Hall Management is unavailable as timing for requests for emergency services are, by nature, unpredictable. Though some requests for emergency services are completed fairly quickly, you are encouraged to call to reschedule; however, you may wait if you would like to do so.

Once your application has been approved, you will need to provide the rental fee, security deposit, proof of insurance coverage, and any other required documentation within the timelines set forth below at *Use and Rental Conditions*.

All applicants are required to meet with Hall Management to complete the *Lillard Hall Rental Checklist (Pre-Event Walk Through)* document.

RENTAL FEE AND SECURITY DEPOSIT

	Rental Fee	Security Deposit
Personal Function - WPFPD Personnel	$50.00 per hour	$800.00
Personal Function - WPFPD Resident	$50.00 per hour	$800.00
Meeting and Class	$50.00 per 2-hour block *	$200.00 **
Other Function – Duration 1-2 hours	$150.00 per hour	$1,500.00
Other Function – Duration 3-8 hours	$125.00 per hour	$1,500.00
Other Function – Over 8 hours (Daily)	$1,200.00	$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 Hall Management and a Lillard Hall committee member.

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

The security deposit must be made no later than 7 days after application approval. The rental fee must be paid 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, Hall Management may require that the security deposit

and rental fee payment be made by money order or cash.

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

USE AND RENTAL CONDITIONS

Following are the conditions for the use/rental of Lillard Hall:

1. The applicant must be at least 18 years of age.

2. If alcohol is to be served or sold 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. determine the necessity for, and obtain and provide if required, an appropriate ABC license; and

    d. during the event, the applicant (or designee) will be responsible for cutting off alcohol service as necessary; and

    e. contract for and provide, from Lillard Hall's preferred list (see *Contract Addendum)*, two uniformed security guards and provide a copy of the paid contract with the security firm (which contract shall include the company's state license number) to Hall Management no later than 14 days prior to the event, or upon approval of the Application if the event date is within 14 days.; and

    f. 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) a copy of the bartender's license or proof of RBS course completion and (ii) a copy of the paid security firm contract to Hall Management.

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

3. The applicant must obtain property damage, personal injury, and wrongful death insurance coverage listing "West Plainfield Fire Protection District" as an additional insured (Event Insurance). Coverage limits shall be as follows:

    a. Events without alcohol and/or without a live band, DJ, or music: $1,000,000.00 per

occurrence and $2,000,000.00 aggregate.

b. Events at which alcohol will be served or if the event will have a live band, DJ, or music: $2,000,000.00 per occurrence and $4,0000,000.00 aggregate.

c. Events with bouncy houses, carnival rides, dunk tanks, or with other high-risk activities as determined by Hall Management: $5,000,000.00 per occurrence and $10,000,000.00 aggregate.

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 hire two uniformed security guards as outlined at Section 2.d. above (only two uniformed security guards are required at an event requiring security guards). **Security guards must remain on-site for the duration of the event. Security guards must also check-in with on-duty fire personnel upon arrival.**

5. "Sub-leasing" of Lillard Hall is not allowed.

6. The applicant must attend, and personally supervise, the entire event and shall meet all conditions outlined herein as appropriate to the event. Hall Management must be able to reach the applicant by phone (text or voice) at all times during the event.

7. The maximum permitted size of any group is 150.

8. The Hall may be reserved from 10:00 am to 11:00 pm. The reservation period includes setup through cleanup of the premises.

9. Events must end by 10:00 pm and the premises must be cleaned 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. The surrounding WPFPD grounds shall be inspected for litter that originated from the event and such items shall also be cleaned up.

10. No weapons of any kind are allowed on the premises or anywhere on WPFPD grounds.

11. All alcoholic beverages must remain inside Lillard Hall. Individual glass beverage containers will be permitted only inside Lillard Hall.

12. Live bands, DJs and music must cease no later than 10:00 pm. While music is playing all doors and windows must be closed.

13. 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.

14. All drapery and decorations must be inherently flame retardant or treated with State Fire Marshal approved fire retardant chemicals. The use of straw, hay and similar materials is not permitted.

15. The use of nails, screws, tacks, staples, etc. is prohibited. Cellophane tape may be used to secure

decorative materials to vertical steel beams and tables only and all tape must be removed after the function. Tape is not to be applied to any painted surface.

16. Activities that violate federal, state or local laws, codes, standards, or regulations are not permitted.

17. Hall Management reserves the right to reject an Application. The applicant may appeal the decision to the WPFPD Board of Commissioners. The Board typically meets on the third Tuesday of each month at 7:00 pm at Lillard Hall.

18. The WPFPD 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. **If WPFPD cancels or suspends the event, all fees and deposits are forfeited.**

19. The applicant is responsible for any damage caused during the event.

20. The WPFPD specifically reserves the right to seek recovery from the applicant for any damages to the premises, facilities, fixtures, or furnishings.

21. 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.

22. Applicant agrees to respect and follow direction from all WPFPD staff.

23. 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.

24. Instructions for key access shall be provided to the applicant.

25. Hall Management and one member of the Board may modify the Lillard Hall use/rental policies in specific instances as they deem appropriate.

RETURN OF RENTAL FEE AND/OR SECURITY DEPOSIT

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

To receive a full refund of the security deposit, all conditions listed on the *Lillard Hall Rental Checklist (Post-Event Walk Through)* document shall be satisfactorily completed (see below at *Damage and Cleaning; Use of Security Deposit to Make Corrections*).

LILLARD HALL USE/RENTAL POLICIES

FORFEITURE OF RENTAL FEE AND/OR SECURITY DEPOSIT

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

1. If the application states that alcohol will not be served and alcohol is found on the premises or on WPFPD grounds, and it is determined to be associated with the event or anyone attending the event, **the event will be immediately terminated and neither the security deposit nor the rental fee will be returned to the applicant**.

2. If weapons of any kind are found on the premises or on WPFPD grounds, **the event will be immediately terminated and neither the security deposit nor the rental fee will be returned to the applicant.**

3. Lillard Hall premises and WPFPD grounds must be cleaned 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.**

4. 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 Hall Management.**

5. While music is playing all doors and windows must be closed. Decibel levels shall not exceed those set out in Yolo County Ordinance 10-4.421 or any successor ordinance. **Failure to comply MAY result in the following forfeitures of the security deposit, at the discretion of Hall Management, 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. (NOTE: if you need to raise your voice to speak to someone standing three feet away, the noise level is likely at or above 85 dB.)

DAMAGE AND CLEANING; USE OF SECURITY DEPOSIT TO MAKE CORRECTIONS

Prior to the start of the event, Hall Management and applicant will inspect the premises and complete the *Lillard Hall Rental Checklist (Pre-Event Walk Through)* document.

After each event, Hall Management will inspect the premises. As noted above, the entire security deposit will be refunded to the applicant if all conditions listed on the *Lillard Hall Rental Checklist (Post-Event Walk Through)* document have been satisfactorily completed.

Hall Management shall notify the applicant of any deficiencies and may allow the applicant to correct the deficiencies. If the applicant satisfactorily corrects the deficiencies, the entire security deposit will be returned. If the applicant fails to correct the deficiencies within a 24-hour period, Hall Management shall use the security deposit to correct the deficiencies and any remaining funds shall be returned to the applicant.

Any damage to the premises and/or to WPFPD grounds will be repaired first with funds from the security deposit.

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If the cost to bring the premises or WPFPD grounds back to their original condition exceeds the deposit amount, the applicant will be billed the excess charges. Additionally, the applicant shall be denied further use of the Hall. If the applicant fails to pay the additional charges the West Plainfield Fire Protection District will take legal action to secure payment.

RIGHT TO CANCEL OR SUSPEND AN EVENT, IMPOSE ADDITIONAL PENALTIES

THE WPFPD 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 HALL MANAGEMENT.

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

Signature _____ Date _____

LILLARD HALL USE/RENTAL POLICIES

CONTRACT ADDENDUM

Required for all users after June 23, 2021

If alcohol will be served at the event and/or if the event will have a live band, DJ or music, the applicant must contract for and provide two uniformed security guards from this list:

Solid Phase Private Security (www.solidphaseprivatesecurity.com)
Chaudhry (www.chaudhrybodyguard.com)

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

Yolo County Noise Ordinance
https://codelibrary.amlegal.com/codes/yolocounty/latest/yolo/0-0-0-17611

California Alcohol and Beverage Control Board – *RBS Course*
https://www.abc.ca.gov/education/rbs/

Signature _____ Date _____