

Town of Paradise
Paradise Community Park
Policies and Procedures



Rental Policies and Information

Paradise Community Park is regulated by Chapter 12.25 of the Paradise Municipal Code, which is incorporated by reference.

Reservations

Reservations will be taken at the Paradise Town Hall, Office of the Town Manager, 5555 Skyway, Paradise, California 95969, 530.872.6291, Monday through Thursday, 9:00 A.M. – 5:00P.M. Call the Town Manager’s Office at 530.872.6291 for more information.

Reservations for a specific date are accepted on a first come, first served basis, a maximum of one (1) year in advance of the rental date. In the event more than one request is made for the same day, a year in advance, the reservation conflict will be decided as follows:

- Paradise residents, Paradise based community organizations, and Paradise businesses will have priority over non-residents or organizations and businesses that are not located in Paradise.
- A lottery drawing will be conducted to select the party reserving the date.

Reservations involving more than one consecutive day, for example April 20th through April 22nd, the entire reservation may be made one year in advance of the first day of the event.

Events may not last beyond 10:00 PM without the prior written approval of the Office of the Town Manager.

Rental contracts for groups comprised of persons under the age of 18 will only be issued to an adult (s) accepting supervisory and financial responsibility throughout the period covered by the rental contract.

A deposit of 50 percent of the rental contract amount is required to secure a reservation. The remaining balance is due sixty (60) calendar days prior to the event. In the event the sixtieth day falls on a Friday, Saturday, or Sunday, or on a recognized Town holiday, the remaining balance is due by the close of business on the next business day.

The Town of Paradise reserves the right to book additional events before and after the confirmed reservation time.

Payments may be made in the form of a check, cash, or credit card. The Town of Paradise accepts MasterCard and Visa.

The renting party is responsible for the delivery, set-up, and removal of all rented equipment. The rented equipment must be removed by the end of the scheduled reservation time. The Town of Paradise is not responsible for any damage or theft of items.

The park and its ancillary facilities are available for viewing during normal park hours.

SECURITY DEPOSIT

A security deposit is required for all facility rentals. The deposit amount is collected in the form of a credit card authorization. Seven business days prior to the event, the credit card will be authorized for a specific amount depending on the reserved facility. Although the card is not actually charged, the funds are held for up to seven business days after the event. Should the event result in one or more of the following, the security deposit will be used, in whole or in part, to pay for the services:

- Cleaning procedures which are beyond the scope of normal cleaning and maintenance
- Repairs or replacement due to structural or equipment damage
- The event does not meet or exceeds contractual terms.

The facility will be inspected by Town staff immediately following the conclusion of the event to determine the condition of the rented facility. Providing all clean up requirements are completed, no damage has occurred, and the scheduled time has not been exceeded, Town staff will authorize the release of the security deposit. The actual release of the deposit will occur within seven business days after the event.

CANCELLATIONS

Cancellation of a confirmed reservation is subject to the following fee:

More than six (6) months in advance of the event – the Town will retain 25 percent of the total rental fee

With sixty (60) to one hundred eighty (180) days notice – the Town will retain 50 percent of the total rental fee

With less than sixty (60) days notice – the Town will retain 100 percent of the rental fee, unless the Town is able to rent the facility to another party.

SERVICES PROVIDED

An attendant/employee of the Town of Paradise or private business under contract to the Town of Paradise will be on duty during the entire event. The attendant will open the facility and provide information and instructions on the use of the facilities. The attendant is prohibited from serving, decorating, or being involved in the event.

The attendant/employee or contractor is authorized to enforce all facility rules and regulations.

The facilities will not be available prior to the scheduled rental time for caterers, musicians, decorators, or deliveries.

Parking is available on Black Olive Drive, the graveled parking lot at the North end of the park, and in the Pearson Road parking lot located across Pearson Road from the park. Parking availability may be limited due to other events, and is not guaranteed.

The Town of Paradise does not provide tables, chairs, electrical/electronic equipment, catering supplies, or place settings. It is the renting party's responsibility to provide any such items for the event.

CLEAN UP

The renting party is responsible for the following cleaning duties:

All tables, chairs, decorations, and other items not provided by the Town of Paradise must be removed from the park.

All trash must be placed in receptacles located in the park. If any trash will not fit in the receptacles, such as boxes and other large items, it must be taken to the dumpster located in the gravel parking lot at the North end of the park.

The concession facility (sink, counter tops, preparation area, and floors) must be thoroughly cleaned and returned to the original level of cleanliness. In addition, all food and equipment brought in by the renting party or the renting party's caterer must be removed prior to leaving the facility. The Town of Paradise will provide a mop, broom, and trashcan liners. Supplies needed to clean the facility, remove excess trash, food, or spills is the responsibility of the renter.

If the clean up requirements are not completed in a manner satisfactory to the Town of Paradise, the security deposit, or portion thereof, will be retained to cover the cost of said clean up, including materials and labor.

PLEASE NOTE – the rental period must include sufficient time to accommodate decoration/set-up and take-down/clean up.

POLICIES AND CONDITIONS

It shall be unlawful for any person to violate the following regulations within the Paradise Community Park – excerpts from PMC Chapter 12.25/Ordinance 461.

- A. There shall be no smoking of tobacco.
- B. Riding bicycles, skateboards or similar devices shall be prohibited except on the Memorial Trailway or for ingress and egress of bicycles to town bicycle racks.
- C. Except for town authorized employees or contractors, motorized vehicles shall be permitted only within designated vehicle parking areas.
- D. There shall be no residential or commercial waste deposited in park receptacles.
- E. No plants shall be removed, damaged or disturbed.
- F. No town property shall be removed or damaged.
- G. Except for special events approved by the town, fires shall be permitted only in the barbeque/picnic area. Portable camp stoves and portable barbeque grills shall be prohibited, unless specifically approved by the Town of Paradise through a written request process attached to the Application. Campfires and fireworks shall be prohibited.
- H. Camping shall be prohibited.
- I. The posting of advertisements and notices shall be prohibited.
- J. Solicitation shall be prohibited.
- K. The use of metal detectors shall be prohibited.
- L. No person shall use offensive language, make or engage in offensive gestures, make unreasonable noise, or engage in disorderly conduct.
- M. The cutting, collecting and/or gathering of firewood shall be prohibited.
- N. Except for special events approved by the town, persons may perform as artists or entertainers within the following restrictions:
 - 1. Performers shall not block sidewalks, impede pedestrians, or hinder
 - 2. Performers shall set up at community and special events with the expressed written permission of the event organizer.

vehicular traffic circulation.

3. Performers shall not be within 100 feet of existing park concessions or private events.
 4. Performers shall not use amplified sound.
 5. Performers shall not juggle potentially hazardous materials or items such as knives and fire.
 6. Any money exchanged shall be limited to "tips" or donations.
 7. Performers shall be required to obtain written approval from the Town Manager permitting their performance art. Performers shall have a copy of the letter of approval available during their performances and be prepared to present the letter of approval to park attendant/employee upon request.
0. Drop in groups/events shall vacate whenever the town has officially reserved the park for an event.
- P. Except for special events approved by the town, the construction or erection of any structure, whether permanent or temporary shall be prohibited.

In addition to the above cited excerpts from the Paradise Municipal Code, park use is also subject to the following:

Parking availability is not guaranteed and may be limited, depending on concurrent use of the park. Vehicles are restricted to designated roads and parking areas.

Storage is not available either before or after an event.

Rice, birdseed, confetti, straw, and glitter are prohibited in the park and park facilities.

The Town of Paradise reserves the right to cancel a scheduled event without liability. Refunds will be made if cancellation is necessary.

The renting party is responsible for securing all required permits, licenses, evidence of insurance, etc., and present evidence of such permits to town staff prior to the rental date. The applicant/renter/organization agrees to hold the Town

of Paradise harmless of any and all claims arising from their rental and further agrees to defend and pay any and all costs incurred by the Town of Paradise as a result of any claims against the Town of Paradise arising from the rental and use of the facilities.

The applicant/renter/organization is not permitted to sublease or allow any other individual or organization to use the facility during the time and on the day for which they have entered into a contract with the Town of Paradise.

Any event that charges an admission fee or at which goods and/or services are sold must obtain a business license from the Town of Paradise Finance Department at least ten (10) business days prior to the event. Applicants will be required to provide their State Board of Equalization registration number and they are directed to separately list Paradise sales when filing with the SBOE.

Security may be required for certain types of events held at the park. Each renting party will be notified if their event requires security and the number of uniformed officers needed.

Fees will not be refunded for unused reserved time. Reserved time should be chosen carefully; after fees are paid, no refunds will be issued for decreased reserved or actual use time.

All pets must be on a leash or tether at all times. Pet restrictions may be in place for community events.

INSURANCE

Evidence of liability insurance covering both the renter and the Town of Paradise in the amount of \$1,000,000 per occurrence must be provided for all events. Special event liability insurance can be purchased at the Office of the Town Manager. Rates are based on the number of participants and the classification of the event. Organizations that have their own liability insurance can provide a policy certificate. Certificates of Insurance must include a separate endorsement page and name the Town of Paradise as additional insured party. The Office of the Town Manager must approve all certificates and endorsements at least 30 business days prior to facility use.

DECORATIONS

All decorations must be UL approved (flame-retardant). The use of nails, tacks, scotch tape, duct tape, staples, pins, etc., is prohibited. The use of masking tape is allowed; however, the renter at the conclusion of the event must remove the tape. Decorations and/or any other type of wire or cord may not be hung, tied, or draped on or over any light fixture, landscaping, park signage, or certain park amenities identified by Town staff. All decorations must be taken down and removed from the facility immediately after an event. Candles must be completely enclosed in a glass or non-flammable holder. The use of glitter, paper confetti, metallic confetti, straw, and sand is prohibited. The Office of the Town Manager must approve all proposed decorations ten (10) business days prior to the event. Decorations may be required to receive approval from the Fire Marshall.

ALCHOLIC BEVERAGE POLICY

Alcohol may be consumed without a permit when there is no monetary exchange for the beverage or when there is no admission charged to the event.

Events involving exchange of monetary consideration, for example, the purchase of a meal or a meal ticket with any form of alcohol being served as part of the meal requires a License from the State of California Department of Alcoholic Beverage Control (ABC). ABC will issue one-day permits to non-profit groups who wish to sell beer, wine, or distilled spirits at fundraisers. Approval for the permit must be granted by the Town of Paradise Police Department prior to applying to ABC. ABC will not issue permits to private citizens or groups. A caterer with a liquor license must serve alcoholic beverages at events held by private citizens or groups where there is monetary exchange.

The alcohol permit must be prominently displayed during the event. The Town's employee/attendant is required to check the license before alcohol can be served.

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