



YOUNTVILLE EVENTS CONTRACTED RENTAL RULES & REGULATIONS

Yountville Events and its facilities under the jurisdiction of the Town of Yountville Parks & Recreation Department are primarily intended for recreational use in conjunction with the Department's activities and for public use by reservation for private events. The nature of use should be appropriate for the type of facility requested (example: wedding receptions in the Heritage Room, sporting events in the Generations Room, etc.) The following information contains facility rules and proper procedures for reservations of Yountville Events facilities.

Community groups and individuals shall be permitted to make use of the Yountville Event's facilities for recreational, educational, cultural, and other worthwhile purposes regardless of race, color, creed, religion, gender, national origin, age, or disability when such uses **do not conflict with scheduled Parks & Recreation Department programs, and in accordance with the following rules and regulations:**

1. RESERVATIONS

All Yountville Events Facility reservations require a completed Rental Inquiry Form, Contract and Rules and Regulations document. To complete a reservation, all documents must be signed and initial balance paid (50% of all rental fees and security deposit). A date is not considered reserved or yours until this is done.

Reservations are taken on a first come, first served basis and will not be accepted if there are unpaid balances on the account. Reservations must be submitted a minimum of fifteen (15) business days prior to the event date.

Rental Inquiry forms can be found at the Yountville Community Center or on www.YountvilleEvents.com and must be completed and submitted before a tour of the facility can be arranged.

Yountville Events Office Hours: The Yountville Events Office is open Monday through Friday, 9:00 AM to 4:00 PM. Appointments are required, and Rental Inquiry Forms must be submitted for tours and rental assistance. To make an appointment to tour the facility, please contact the Recreation Coordinator, Danielle Matteucci, at (707) 944-2959 or email dmatteucci@yville.com.

For events where alcohol is served or sold, the applicant must be 21 years of age or older. All other reservations can be made by someone 18 years of age or older.

Rental reservations may be filed up to one year in advance.

A separate reservation form must be filled out for each event. If an event includes two consecutive dates, one form will suffice. If, however, various events are being applied for, each event requires a separate form. The person signing the application must be present at the event and will be considered the person in charge of the event unless otherwise noted and approved by the Recreation Coordinator. The behavior and conduct of the event's guests are the applicant's responsibility.

2. PAYMENT OF FEES/DEPOSITS

All fees and/or deposits can be paid by VISA, MasterCard, American Express, Check, or Cash. The Refundable Security Deposit and fifty percent (50%) of total rental fees are due at time of booking. All remaining balances will be due 90 days prior to the event. All groups renting within 90 days of event will pay full fees and deposits at time of booking. Checks should be made payable to the Town of Yountville. Reservations are not considered reserved until all required documents are signed, and initial balance is paid (50% of all rental fees and security deposit).

Failure to pay complete remaining balance by **ninety (90)** business days prior to the event will result in forfeiture of the deposit and all fees paid and will result in the cancellation of the event.

3. SECURITY DEPOSIT

A refundable security deposit is required for rental of the space(s) at the time the reservation is made. A determination as to the amount of the deposit to be refunded will be made by the Recreation Coordinator based on the status of cleanup, any damage, and / or complaints associated with the event. Processing of the refundable portion of the deposit will not be initiated until all cleaning and damage costs have been determined. The Town reserves the right to withhold any portion of a security deposit in order to cover the cost of damage; excessive cleaning; storage of Renter's equipment; callout time of the Sheriff's Department or additional labor required to address any additional issues. Labor costs will be deducted at the fully burdened rate of the responding employee for any additional unscheduled, unanticipated staffing requirement or unforeseeable security issues resulting in lack of planning of the Renter from the security deposit. Any costs related to the need for replacement of missing equipment or materials will be deducted from the security deposit at FULL replacement cost.

Please allow up to thirty (30) business days post-event to receive your refundable security deposit, if applicable.

The security deposit for the Generations Room is \$1,000.00, the security deposit for the Heritage Room is \$600.00, and the security deposit for the Lawn & Patio is \$600.00. The security deposit may be waived for non-profit groups and public agencies conducting meetings, testing, and other activities, which require little or no cleanup and are low risk for potential damage per the discretion and approval of the Recreation Coordinator.

4. CANCELLATION POLICY

All cancellations must be submitted in writing to the Recreation Coordinator.

If an event is cancelled more than ninety (90+) days out from the event, your security deposit will be forfeited, and the remaining paid fees will be returned.

If an event is cancelled within thirty-one to ninety (31-90) days of the event, your security deposit will be forfeited and 50% of paid fees will be returned.

If an event is cancelled within thirty (-30) days of the event, your security deposit will be forfeited as will all paid fees.

No portion of any rental fees will be refunded except in extenuating circumstances beyond the control of the Renter, as approved by the Recreation Coordinator and / or Parks and Recreation Director and appealed to the Town Manager.

Events booked solely on the Lawn & Patio may cancelled due to inclement weather and will have all fees and security deposits refunded. The Recreation Coordinator will have the final decision regarding what qualifies as inclement weather.

5. EVENT HOURS OF OPERATION & BOUNDARIES

Indoor Yountville Events Rentable Spaces are available for rent Monday through Sunday 6:00 AM – 12:00 AM (midnight), based on availability. Outdoor Yountville Events Rentable Spaces are available Monday through Sunday from 9:00 AM to 10:00 PM, unless alternative times have been approved by the Recreation Coordinator upon reserving.

All indoor bar service and music must end by 10:00 PM and all events must end by 11:00 PM. All guests must depart the facility and parking areas no later than 12:00 AM (midnight). Caterers and clean-up crews must exit the facility by 12:00 AM (midnight).

All outdoor bar service and music must end by 8:00 PM and all events must end by 9:00 PM, with cleanup permitted until 10:00 PM. All guests must depart the outdoor spaces and parking areas no later than 10:00 PM. Caterers and clean-up crews must vacate the outdoor spaces by 10:00 PM.

If additional time is needed for set up or break down after the contract has been signed, the Recreation Coordinator must be notified no less than sixty (60) business days prior to the event and the regular hourly room rate will be charged for hours requested, as availability allows. Requests to modify the contract less than thirty (30) days before the event will result in a \$150 change fee.

Activities must only take place in the space reserved and rented. When outdoors, activities **MUST** remain in the Lawn & Patio area, and are not allowed to spill over into the parking area, the adjacent walking path, or Bardessono Hotel & Spa property. Complaints from neighboring businesses requiring response by Building Attendants, Staff, or the Sheriff's Department may result in your deposit being forfeited and potential for the event to be stopped early.

All additional furniture, rentals, equipment, cooking equipment, including barbecues and food trucks, beyond what the Yountville Events provides may be permitted upon the consent of the Recreation Coordinator and must be requested in writing no less than thirty (30) days prior to the event.

6. RENTAL SPACE MAXIMUM CAPACITY

The Rental Space Maximum Capacity listed below does not consider any event features or items that will take up additional room in the space, thus lessening attendance capacity. For example, a bar, dance floor, photo booth, stage, head table, buffet tables, etc. will all decrease the maximum number of guests permitted at the event.

| | |
|-------------------|---------------------------|
| Heritage Room: | 250 Dining 275 Assembly |
| Generations Room: | 350 Dining 400 Assembly |
| Lawn & Patio: | 150 People |
| Town Square: | 100 People |
| Art Room: | 18 People |
| Founders Room: | 12 People |

7. RENTAL SPACE BLACKOUT DATES:

Indoor Yountville Events Rentable Spaces are available for rent Monday through Sunday 6:00 AM – 12:00 AM (midnight), based on availability. Outdoor Yountville Events Rentable Spaces are available Monday through Sunday from 9:00 AM to 10:00 PM, unless alternative times have been approved by the Recreation Coordinator upon reserving.

Rentable spaces are **not** available for use on the following Holidays and / or Holiday Weekends: New Year's Day, MLK Jr. Day, President's Day, Easter, Memorial Day, 4th of July, Labor Day, Halloween, Veteran's Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Spaces may be available to Town Non-Profits by special arrangement.

8. RIGHT TO RESCHEDULE

The Heritage Room is the Emergency Shelter for the Town of Yountville. In the event of any emergency, the emergency takes precedence over all scheduled events. All fees will be fully refunded, and we will do our best to give advance notice and help find an alternate space if an event must be cancelled due to an emergency situation. When a Town, County, or State statute has been or is being violated, or in cases of emergency, the Renter must assist the Town staff, Sheriff, or Fire Department in the evacuation of the facility.

9. INSURANCE REQUIRED BY ALL RENTERS

- The Renter must provide the Recreation Coordinator with a certificate of insurance (COI) with **“Comprehensive General Liability”** coverage in the minimum amount of \$1,000,000 which specifies the “Town of Yountville, its officers and agents as additional insured.” Insurance may be obtained through an insurance company, by using the Renter’s existing homeowners’ insurance or through the Town of Yountville. **A copy of the COI must be submitted a minimum of 15 business days prior to the event.**
- Some events may be required to carry additional coverage where a high-risk factor is anticipated (NOT RESTRICTED SOLELY TO ALCOHOLIC USE). The user is also encouraged to obtain additional coverage through an insurance company of their own choice. The Town of Yountville must always be named as Additional Insured. **A copy of the COI must be submitted a minimum of 15 business days prior to the event.**

The Town works with a third-party insurance carrier, apply by visiting <https://www.hubinternational.com/programs-associations/event-insurance/>.

10. BUILDING ATTENDANTS

A Town of Yountville Staff Member and / or Building Attendant is always required to be onsite when the facilities are in use. All reservations where 75 people or more are in attendance will incur an additional Building Attendant at \$31 per hour staffing fee for added staff per 75 people or at the requirement of the Recreation Coordinator based on the nature of the event. Building Attendants, Yountville Events and Town of Yountville Staff shall have the absolute right to enter premises herein specified or any portion thereof at all times.

Building Attendants are the final authority in deciding rules and regulation compliance issues during an event. Some factors that could warrant extra staff would be:

- Events with considerable attendance.
- Events where excessive cleanup will be required.
- Events where alcohol is served, and children are present.

Events can be stopped at any time by Building Attendants, Town Staff or the Napa County Sheriff’s Department if the Renter or the Renter’s guests are non-compliant with any rules, regulations or laws. Events stopped by Building Attendants, Town Staff or the Napa County Sheriff’s Department are subject to a partial or complete forfeiture of the deposit and/or fees.

11. AMENITIES & EQUIPMENT

The rental of a Yountville Events space includes complimentary use of the onsite tables and chairs. The Heritage Room has chairs, 60” rounds, and both six- and eight-foot banquet style tables. The Generations Room has chairs, 72” rounds, and both six- and eight-foot banquet style tables. The Lawn & Patio has six-foot banquet tables and white padded, folding chairs. Using furniture in ways it is not intended is prohibited.

For additional fees, optional amenities and equipment are available for your use such as stages, projector screen, indoor sound system, microphones, a keg holder and four cocktail tables. All amenities and equipment belonging to the Yountville Events must be treated with respect and returned in the same or better condition as before your event. If you see equipment that is broken or in ill-repair prior to your event, please alert the Building Attendant(s).

Any additional equipment and decor items (stages, photo booths, large plants, arches, etc.) brought into the facility for events must be approved by the Recreation Coordinator at least thirty (30) days prior to the event and included in the event layout diagram.

12. SET UP

The rental of the Heritage Room, Generations Room and Lawn & Patio includes complimentary tables, chairs and one Building Attendant Staff Member. Your rental application must include set-up time and clean up time. This is billable time and will be considered into your fee. If additional time is needed for set up after the contract has been signed, the Recreation Coordinator must be notified no less than sixty (60) days prior to the event and the regular hourly room rate will be charged for hours needed immediately prior to the event, as availability allows. Requests to modify the rental agreement less than thirty (30) before the event will result in a \$150 change fee. The Renter is responsible for all set up in all rented spaces- including the set-up of all tables and chairs. The Building Attendant will be responsible for bringing all furniture into the space for you but are not responsible for set up.

13. CLEAN UP

Renters are responsible for clearing all tables and chairs, putting all trash into provided trash receptacles, mopping up any spills, taking down and disposing of all decorations, cleaning the kitchen counters, wiping out kitchen sinks, clearing refrigerators & freezer of food / beverages, sweeping, and mopping up any kitchen floor spills, etc.

All items brought on site must be removed same day, after the event and within contracted rental time. All rental items from any rental services are to be picked up the same day as the event and removed from the facility. Failure to do so will result in additional rental charges.

A Building Attendant will review a cleaning checklist with the Renter before departure to ensure facility cleanliness. Additional fees will be charged for any additional time necessary for cleanup, caterers, bands, DJs, and guests or Renter departing the facility. The hourly rate for any occupancy of the building past the contracted ending time will be charged to the Renter.

Yountville Events and the Town of Yountville is not responsible for any equipment or supplies left onsite.

- If additional time is required for Renter cleanup, additional fees will be charged.
- A designated representative of the rental group must check in with the Building Attendant for a final inspection of the rented spaces prior to departure.

- ❑ Failure to leave the room in the condition set forth in these policies, damage to equipment, furniture, facilities, or failure to return equipment will result in additional personnel and rental charges and / or forfeiture of the deposit.

Renters are required to use Yountville Events' contracted janitorial service to provide thorough cleaning of the facility after their event. The janitorial company will sanitize, break down and put away all tables and chairs, sweep and mop all areas of the building, and clean all restrooms. It is the Recreation Coordinator's decision to waive cleaning fees if the event does not warrant them.

14. KITCHEN

It is the Renter's responsibility to make sure caterer is informed of the following kitchen responsibilities before leaving the space at the end of rental time. If no caterer is used but the kitchen is listed as a contracted rented space, it is ultimately up to the Renter to ensure the following: Wipe stove top of any spills; Wipe down kitchen counters; Dishwasher should be empty; Refrigerator should be emptied of food and beverages; Warming drawers are emptied and turned off; Kitchen sinks cleared of food and/or dishes; Sweep Kitchen, Mop up kitchen floor spills, and All trash must be put in trash receptacles. The Kitchen must be returned to its pre-event state.

15. LAWN & PATIO AND THE TOWN SQUARE

The Lawn & Patio and the Town Square outdoor spaces may be rented from 9:00 AM to 9:00 PM. All outdoor cleanup must conclude by 10:00 PM at the latest. Additional cooking equipment, including barbeques, beyond what Yountville Events provides may be considered upon approval of the Recreation Coordinator. All events MUST remain in the designated areas and are not permitted to spill over into the sidewalk, walking paths, parking lot or other areas.

No staking is permitted on the Lawn. If tenting or equipment needs to be held in place, water type containers or weighted systems must be used. There is an underground water EPIC irrigation system that can be damaged by staking. Renter will be held liable for all damage and subsequent fees caused by staking. Damage caused by staking will result in forfeiture of your deposit in addition to repair costs. All tenting must have Town approval prior to installation.

16. CHILDREN IN ATTENDANCE

All Children in attendance must always be supervised and accompanied by an adult to monitor behavior, ensure children are staying in rented spaces and ensure all trash is picked up. Children are not permitted to be outside without adult supervision. Running through the facility is not permitted. Please make sure children stay off the neighboring Bardessono Hote & Spa's property. The hotel property begins on the other side of the clearly marked public path. Yountville Events Facility guests who are not staying at the hotel are trespassing and the Sheriff's Department will be called.

17. DECORATIONS

- ❑ An event layout diagram or general setup information must be submitted and approved by the Recreation Coordinator at least thirty (30) days prior to the event. Otherwise, a delay in set up, additional staff changes, or both, may result.
- ❑ All decorations must be removed before the group leaves the building at end of rental time.
- ❑ All cellophane adhesives, nails, screws, staples, push pins, etc., are prohibited in the fabric on the walls, woodwork or on the windows.
- ❑ 3M Command Strips are permitted for use only on the fabric areas of the walls.
- ❑ Blue removable painters' tape is also permitted as an adhesive.

- ❑ All decorations must be fireproof or composed of fire-retardant materials.
- ❑ At no time shall exits be blocked or obstructed. All Fire Code regulations must be adhered to.
- ❑ Open flames (including handheld candles) of any sort are strictly prohibited. Only votive, floating in water or hurricane candles are permitted.
- ❑ The use of any device such as firearms, live explosives, smoke machines, and lasers are prohibited.
- ❑ Use of non-water soluble and or biodegradable confetti and all glitter is prohibited both indoors and outdoors.
- ❑ Water soluble and / or biodegradable confetti materials can be permitted outdoors, providing it has been approved by the Recreation Coordinator prior to event.
- ❑ Freeze-dried or silk rose petals are permitted indoors only.
- ❑ All sparklers and fireworks of any type are strictly prohibited, per County of Napa code 8.28.030.

Damage caused by decorations installed with prohibited materials will result in forfeiture of your deposit.

18. SECURITY REQUIREMENTS

Renters are required to use Yountville Events' contracted security company and are responsible for paying any security costs required for the event. Security is required if alcohol is being served or is deemed necessary by the Recreation Coordinator. At least one security guard per 75 people will be required to be on duty for the duration of the event. The number of security staff required per event will be at the discretion of the Recreation Coordinator.

19. MUSIC - INDOORS

All indoor amplified music (stereo, DJ's, bands, live music, etc.). must end by 10:00 PM. Sound cannot exceed 50dB limit at the border of Yountville Events Facility property at any time. Sound cannot negatively impact the Bardessono Hotel & Spa (property next door) or any neighboring facilities. Building Attendants have the authority to ask for sound to be reduced to an acceptable level. Failure to comply could result in the shutdown of the event and / or forfeiture of security deposit.

20. MUSIC – OUTDOORS

Amplified music is permitted in the Lawn & Patio and the Town Square spaces. An amplified music permit must be applied for and approved for any outdoor amplified music (stereo, DJ's, bands, live music, etc.). Any outdoor amplification must end promptly at 8:00 PM. Sound cannot exceed 50dB limit at the border of the Community Center property. Building Attendants have the authority to ask for sound to be reduced to an acceptable level. Failure to comply will result in possible shutdown of the event and /or forfeiture of security deposit. Amplified Music Permit Application can be found on www.yountvilleevents.com.

21. ALCOHOLIC BEVERAGE POLICY

Consumption of alcoholic beverages within the Yountville Events Facilities will occur only under the conditions herein:

- a. Permitted Alcohol is limited to beer, wine, and /or champagne. No corkage fees charged.
- b. All service for alcoholic beverages must end no later than one hour prior to contracted event rental end time. The absolute latest service can go is to 10:00 PM if indoors or 8:00 PM if on the Lawn & Patio or Town Plaza.
- c. Service to minors or intoxicated guests is prohibited. Minors who are in the possession of alcohol or persons serving alcohol to minors may result in the event being cancelled and closed

immediately. Persons serving alcohol to minors during events held at the Yountville Events Facility are solely responsible for any criminal or civil penalties imposed.

- d. Once alcohol has been brought into the rented space and the contracted event time has started, no further alcohol will be permitted to be brought onsite for any reason. No Exceptions.
- e. No alcohol shall be allowed outside the rented spaced designated by the contract between Yountville Events and the Renter. Alcohol is only allowed on the Lawn & Patio or Town Square if said spaces have been rented.
- f. Alcohol is prohibited in front of the facilities, on sidewalks, or in the parking lot.
- g. Certain Non-Profit Events may be approved by Town Manager and / or Parks and Recreation Director to provide hard liquor with proper ABC permits.
- h. An ABC permit for sale of alcohol by approved Non-Profits must be acquired by the Renter and provided to Recreation Coordinator no later than 15 days before rental use date.
- i. Certain Non-Profits may be allowed to extend alcohol service with written approval of the Town Manager / Parks and Recreation Director / Recreation Coordinator.

REQUIRED WHEN SERVING ALCOHOL:

- A certificate of insurance with “Host Liquor Liability” coverage in the minimum amount of \$1,000,000 which specifies the “Town of Yountville, its officers and agents as additional insured” is submitted to the Recreation Coordinator. Insurance may be obtained through a licensed caterer, an insurance company, or the Town of Yountville. **COI with “Host Liquor Liability” coverage must be submitted no less than fifteen (15) business days prior to the event.**

REQUIRED WHEN SELLING ALCOHOL:

- A certificate of insurance for “Liquor Liability” coverage in the minimum amount of \$1,000,000 which specifies the “Town of Yountville, its officers and agents as additional insured” is submitted to the Recreation Coordinator. Insurance may be obtained through a licensed caterer, an insurance company, or the Town of Yountville. **COI with “Liquor Liability” coverage must be submitted no less than fifteen (15) business days prior to the event.**
- Renters are required to follow all procedures for serving alcohol and obtain a one-day license from the State of California Department of Alcohol Beverage Control (ABC), located at 50 D Street, Suite 400, Santa Rosa, CA. 95404, (707) 576-2165. **A copy of the ABC License must be submitted no less than fifteen (15) working days prior to the event.**

Please Note: Some caterers have an ABC License which makes obtaining a one-day license for sale of alcohol unnecessary. A copy of the caterer’s license must be submitted to the Recreation Coordinator no less than fifteen (15) business days prior to the event and the original license must be posted at the bar area where alcohol is to be sold.

22. SMOKING POLICY

No Smoking Allowed. All Yountville Events Facilities are smoke free. All Town of Yountville Parks and Recreation areas are designated “No Smoking” areas and prohibit the use of tobacco products, e-cigarettes, vaping, and marijuana in all Parks and Recreation areas. This area also includes the Community Center, Outdoor Lawn / Patio Area, Town Square, adjacent walkways, and parking lot. Please abide by this ordinance while attending events at the Yountville Events facilities. ***Failure to comply with the Town’s No Smoking policy will result in forfeiture of deposit and / or fees.***

23. UNSAFE CONDITIONS

If at any time the Yountville Events staff or the Town of Yountville deems that conditions have become unsafe, the event will be stopped until the issues are corrected. Examples of unsafe conditions may consist of but is not limited to: serving and / or selling alcohol without the required certificates and / or permits; serving or selling alcohol to minors; intoxicated guests; physical or verbal fighting; unsupervised children; smoking onsite, and guests exceeding the space's capacity. At no point can emergency exits or emergency lights be blocked. All unacceptable behavior previously listed during an event may be cause for immediate shutdown of the event along with partial or complete forfeiture of the deposit and/or fees.

Events can be stopped at any time by Building Attendants, Town Staff or the Napa County Sheriff's Department if the Renter or the Renter's guests are non-compliant with any rules, regulations or laws.

24. RIGHT TO FEE CHANGES

Yountville Events and The Town of Yountville reserve the right to make fee modifications or adjustments at any time. Fees are adjusted by the Town Council; however, the Town will honor the fee schedule in place at the time of the booking.

25. ELIGIBILITY

Permission for use of the Yountville Events Facilities will be granted upon the condition that all rules will be followed. The Recreation Coordinator or his/her designee may terminate an event in process or cancel a scheduled event upon finding a violation of any rules, law, or ordinance, or upon good cause shown.

The event can also be cancelled if the application contains false or misleading information. If cancellation results from failure to observe rules or contains false or misleading information, rental fees and deposit will be forfeited and future use may be denied and/or a higher security deposit may be required in the future.

ELIGIBLE ORGANIZATIONS, INDIVIDUALS OR ACTIVITIES:

Public agencies, nonprofit organizations, private parties, and commercial businesses are eligible to use the Yountville Events Facilities and can make reservations up to one year in advance. All organizations will provide all appropriate permits (if necessary) and the Town bears no responsibility for the activity.

1. Activity, which in the opinion of the Town of Yountville:
 - a. Will be incompatible with previously approved activities scheduled at the Yountville Events Facility.
 - b. Will exceed the capacity of the Yountville Events Facility with regard to total participants or for which adequate equipment and facilities are not available.
 - c. May create situations, which will require excessive security or staffing that we cannot provide.
2. Organizations, groups, or individuals which have been temporary or permanently suspended from use of the Yountville Events Facility due to violations of the Rules and Regulations.

26.SCHEDULE OF FEES

Fees will be classified in the following categories:

- 1. Government Agencies:** Any government agency including local, regional, state or federal reserving the facility for a public or private event.
- 2. Yountville Non-Profit:** 501c3 Non-Profit organizations based in and benefiting the Town of Yountville and its citizens reserving for a public event. Must provide EIN at time of application.
- 3. Other Non-profit Organizations:** 501c3 Non-Profit organizations based outside of Yountville reserving the facility for a public or private event. Must provide EIN at time of application.
- 4. Commercial Use:** Users that are commercial in nature and that are reserving the facility to sell items and/or profit from its use.
- 5. Yountville Resident:** Residents of the Town of Yountville limits who are reserving the facility for a public or private event.
- 6. Market Rate Non-Resident:** Reservation of the facility for a public or private event by those living outside of the Town of Yountville limits.

Co-sponsored Use: Users interested in utilizing the facilities with the Town as a co-sponsor may be granted fee exceptions. A separate application for Co-Sponsorship must be filled out. Criteria for being issued Co-Sponsored use includes the overall benefit to the Yountville Community and our citizens, fundraising elements with impacts seen within Yountville, Non-Profit status, or other items as approved by the Town Manager as benefiting the citizens of Yountville while being aligned with the departments mission.

Description of Co-sponsorship Events: Local Non-Profit Organizations interested in utilizing the facilities with the Town of Yountville as a co-sponsor may be granted rental fee waivers. A separate application for Co-Sponsorship must be filled out. Criteria for gaining co-sponsorship includes the overall benefit to the Yountville Community and our citizens, fundraising elements with impacts benefiting or servicing Yountville, Non-Profit status, or other items as approved by the Town Manager as benefiting the citizens of Yountville while being aligned with the departments mission. As a public entity, the Town of Yountville cannot provide free use of facilities that would constitute a “Gift of Public Funds”. This would be a violation of State Law.

Each Non-Profit organization may only receive one Co-Sponsored Event per fiscal year. Fees may still apply for the rental use including but not limited to staffing, cleaning, and security.

Requests for co-sponsored use of the Yountville Events Facility may be applied for if the requesting organization provides proof that they meet the following criteria:

- Organization is a 501c3 Non-Profit Organization based in Yountville or recognized as serving the Yountville Community.
- The proposed activity greatly benefits a large portion of the Yountville community by providing access to activities not already provided by the Town.
- If the event is a fundraiser, at least 75% of the funds raised will be re-invested within Yountville to serve its residents and/or visitors.
- The event proposed will be free of charge and provide positive, social, educational, or recreational experiences that benefit the community.
- The Town receives positive benefit from the marketing support of the event and a marketing agreement is agreed upon.
- The applicant agrees to a marketing strategy that will include the Town of Yountville’s name and logo on all promotional materials as well as listing as a Co-Sponsor.
- The applicant agrees to adhere to **all** Yountville Events and Yountville Parks and Recreation Department policies including insurance requirements, alcohol service agreements, building attendant requirements and clean up procedures.
- Applicant has not already been granted co-sponsorship for an event within the calendar year.
- The Town Manager has approved the co-sponsored activity.

27. LIABILITY

Yountville Events and the Town of Yountville are not responsible for accidents, injury or loss of personal property. The individual or organization granted rental use of the facility would be held responsible for any injury, loss, or damage resulting from such use. In consideration of the use of the Yountville Events Facilities, Renter hereby agrees to defend, indemnify, and hold harmless Yountville Events, the Town of Yountville and its agents, officers, employees, and volunteers, against any and all claims, demands, damages, costs and expenses, including attorney fees, actions or liability whatsoever directly or indirectly arising out or resulting in any way from the occupancy or use of the facility by Renter and/or Renter's guests. Renter certifies that he/she is authorized to act on behalf of and bind Renter's organization to the terms of this indemnification and hold harmless agreement.

By signing below, the Renter Applicant agrees to abide by the Yountville Events Contracted Rental Rules & Regulations as outlined within this document, at all times while onsite and shall cause all members of the rental party and anyone else the Renter permits on the property to abide by the rules while onsite. Failure to comply with any of the Rental Rules & Regulations without express written permission from Yountville Events Recreation Coordinator may result in the shutdown of the event along with partial or complete forfeiture of the deposit and/or fees.

Renter Applicant Name: _____ Date: _____

Renter Applicant Signature: _____ Date: _____