

City of Dixon

Downtown Plaza

Application and Use Agreement

APPLICANT: _____

APPLICANT CONTACT PHONE NUMBER: _____

ORGANIZATION/EVENT: _____

EVENT DATE: _____

START AND END TIME: _____

ALCOHOL TO BE CONSUMED DURING EVENT: _____ **YES** _____ **NO**

ESTIMATED ATTENDANCE: _____

A. Policy Statement

1. The purpose of this Application and Use Agreement (“Agreement”) is to ensure that facilities of the City of Dixon (“City”) are utilized for events and activities which are recreational, social, educational, or civic in nature, offering services of interest and need to the community. Interpretation of any portion of this Agreement shall be made by the Dixon City Manager or a designated representative.
2. The reserved use of Downtown Plaza (“the Plaza”) facilities requires a completed version of this Agreement. An application will be reviewed and approved in accordance with the policies outlined below, as established by the City.

B. General Application Information

1. This Agreement, which authorizes the reservation and use of Plaza, may be revoked for a violation of any of these or any other City of Dixon policies.
2. Agreements shall not be transferred, assigned, or sub-let.
3. Application for Plaza use must be made by an adult 21 years of age or older who will be present throughout the event and responsible for the activity.
4. The named applicant is responsible for ensuring that all terms of this Agreement are complied with by event organizers and attendees.

5. Other licenses or permits may be required for events at Downtown Plaza. The applicant is responsible for complying with California Fire Code and Alcoholic Beverage Control licenses and permits, if applicable.

6. A completed sketch showing the location of tables, chairs, equipment, food and beverage service areas and other materials associated with the event shall be submitted with this application, using the City's blank template of the Plaza site.

7. Alcohol may only be used, consumed, sold or distributed in limited circumstances. See Section M, for specific rules related to alcohol at the Plaza.

C. Reservations

1. Reservations of the Plaza must be made at least sixty (60) calendar days in advance of an Event.

2. It shall be the responsibility of the organization or individual making the reservation to see that use of the Plaza is consistent with this Agreement, that the Plaza is vacated as scheduled and that all trash and other debris is deposited in trash containers or otherwise removed.

3. Reservations shall not imply or constitute proprietary rights or benefits to any applicant.

4. Permission to use the Plaza is granted subject to the observance of this Agreement by the applicant and anyone using the Plaza in connection with the applicant. Permission to use the Plaza may be revoked for violation of the Agreement either during the use of the Plaza or prior to the use of the Plaza.

5. The applicant must have a physical copy of this Agreement with them at the Plaza during the event.

6. Changes to this Agreement (time change requests only, no date changes) must be requested by contacting City Hall at least 10 calendar days prior to the event date.

D. Security Deposits

1. For events with no food or beverage service or consumption, the applicant will provide a deposit of \$100.00.

2. For events with food or non-alcoholic beverage service or consumption, the applicant will provide a deposit of \$250.00.

3. For events with alcoholic beverage service or consumption, the applicant will provide a deposit of \$500.00.

4. The City reserves the right to retain a portion of, or all of, the security deposit to cover loss, damage, or when the Applicant is non-compliant with the terms of use (i.e., exceeds the

reserved rental period of the Plaza). Should the cost of recovery be more than the security deposit, the Applicant is responsible for paying the difference and will be billed for such.

E. Refunds

1. A full refund of the security deposit may be given when the group fully complies with the Use Agreement and the appearance of the Plaza is substantially similar after the event as it was before the event per the City Manager's sole discretion.
2. All applicable refunds and deposits will be returned to the Applicant. Refunds for deposits tendered by cash or check will be issued three to four weeks following the event in the form of a check issued by the City. In the case where the deposit was charged to a credit card, the City will process a refund to that same credit card within three to five business days following the event.

F. Use of The Plaza

1. Plaza facilities and equipment shall be left in the same condition as they were in prior to the activity.
2. Users of the Plaza shall observe, obey and comply with all applicable City, County, State and Federal laws, rules and regulations. The City reserves the right to deny an application for events which are deemed inconsistent with the law, the City's ideals or public decency. The Plaza shall not be used for any events or causes organized for the purpose of advancing any doctrine or theory which is considered to be subversive under the Constitution of the United States of America. Violation of any portion of this contract may result in loss of the security deposit.
3. No fireworks or pyrotechnics of any kind may be used at the Plaza.
4. No glitter, rice, confetti, birdseed or other similar materials may be used at the Plaza. Decorations may not be affixed to the walls, stage, brick, wood, or painted surfaces. Fog machines or open flames, including candles or torches, are not permitted at the Plaza. Outdoor barbecues are only permitted when pre-authorized by the City through the use application process. The Plaza is a non-smoking park and smoking is prohibited in and within 20 feet of any entrance to a City facility.
 - a. Barbecues may only be placed in locations which comply with California Fire Code safety standards. Applicant must indicate where intended locations are in sketch accompanying this Application.

G. Event Supervision

1. Applicant must be present during the entire event and must be available to consult with a City employee to confirm compliance with this Agreement prior to and after the event.

H. Supervision of Minors

1. No unsupervised minors may be present at the Plaza for the event. Groups composed of minors shall be supervised by at least one adult who is 21 years of age or older per 10 minors at all times.

I. Insurance, Liability, Loss & Damage

1. The City shall not be liable for any injury to persons or loss or damage of group or individual property which occurs during the use of the Plaza.

2. When alcoholic beverages are available for consumption at an event and money is not being exchanged, general liability insurance is required. If alcohol is available for consumption and any money will be in connection therewith, (i.e. for a donation, for a ticket, for a meal, for entry to the event, for the beverage), then full liquor liability premiums are to be acquired in addition to the general liability insurance.

3. Proof of insurance must be provided no less than 10 working days prior to the scheduled event. The cost of the required liability insurance(s) shall be borne by the applicant.

4. Applicants who rent the Plaza are financially responsible for any damages to property or loss of property, including City property. A fee equal to the total replacement cost for damaged items belonging to the City will be charged to the applicant, in addition to a charge for staff time incurred, and will be deducted from the security deposit. If such charges exceed the security deposit, the applicant will be billed. In addition, the City shall have the right to cancel any additional existing reservations by the applicant and to reject any further applications from the applicant until all charges have been paid.

J. Set Up Procedures

1. Applicant will be permitted access to Downtown Plaza two hours prior to the scheduled event in order to set up decorations, seating, portable toilets (if necessary) and food and beverage service equipment must be removed and taken away.

2. Applicant must make arrangements with the City if the Applicant desires to access the Downtown Plaza more than two hours prior to the start of the event.

K. Portable Toilets

1. The applicant acknowledges that the event may require the organizers to furnish portable toilets for use of attendees. The applicant is responsible for providing the required number of toilets as determined by the City, the cost of portable toilets, and ensuring set up and removal of the portable toilets occurs within time frames established by the City.

L. Vehicle Parking

1. Vehicle parking is allowed in marked or authorized parking areas only.

M. Use, Service or Sales of Alcohol

1. The use of alcoholic beverages on City property is by written permit only. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State law and these guidelines. "Alcohol use" means the presence of any beverage that contains any amount of alcohol.
2. Alcohol is not allowed when an event is designed for minors such as school-age award programs, birthday parties and/or receptions.
3. Any event in which alcohol is used, served or sold must have a containment plan to prevent alcohol from being removed from the event. Applicant shall provide a containment plan contemporaneous with this Application.
4. Events with attendance exceeding 100 persons or events in which alcohol will be used, sold distributed or consumed will require approval of the Dixon Police Department, and may require the Applicant to staff the event with private security or police personnel.
 - a. If the event is staffed by private security, Applicant shall only use a security company from a City-approved list of bonded and licensed security companies possessing a City business license. The City requires a letter from the City-approved, bonded and licensed security firm attesting to the employment of the individual guards at least 30 working days prior to the event.
 - b. The guards must arrive 30 minutes before guest arrival time and remain until the contract end time.
 - c. If security is not present at the time that alcohol is to be served, alcohol may not be served until the security arrives. The security guards shall have the authority to enforce all rules and regulations of the Plaza and this Agreement.
5. No alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises or as a result of alcohol being available on City premises, shall be the sole responsibility of the organization or individual renting the Plaza.
6. Alcohol may only be served by an adult 21 years of age or older.
7. If evidence is found that alcohol is being served that was not authorized by the City or to a minor, the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.
8. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the A.B.C. Applicant shall be solely responsible for obtaining all required permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.

9. Alcoholic beverages may only be served for a maximum of 10 consecutive hours, and shall not be permitted during either decorating/set up or clean up times. A “last call” must take place one half an hour prior to the event end time indicated on this Agreement. Consumption of alcoholic beverages is restricted to the Plaza only.
10. Alcohol cannot be consumed from its original container, unless the original container is aluminum can, and must be served out of cups or glassware.
11. A State A.B.C. license is required whenever alcohol is to be served or sold and the Applicant is responsible for acquiring such license.
12. Sales or request for donations, including tickets or tokens for alcohol, are not permitted without a license from the A.B.C.
13. A copy of the approved Agreement and a letter from the City indicating the City’s approval of the event with alcohol must be furnished to A.B.C. when applying for such license.
14. A copy of the A.B.C. license must be furnished to the City a minimum of 10 working days prior to the event.
15. A copy of the A.B.C. license must be posted in clear public view near the bar or other location where the alcohol is being sold.
16. The letter from the City authorizing alcohol at the event will not be issued until the applicant has presented the City with evidence that the applicant has obtained sufficient and appropriate liability insurance for the event. (See Section I.)

N. Food, Non-Alcoholic Beverages and Entertainment

1. Applicant and all vendors must comply with County of Solano health guidelines for food and beverage service, and must have a valid City business license, in addition to any licenses and approvals from the State of California A.B.C.
2. Stains from food and beverages that require professional cleaning, which will result in additional expense to the City, will be deducted from the applicant’s deposit. Costs which exceed the deposit will be charged directly to the applicant.
3. Caterers, entertainers and deejays being hired to work during Plaza events are required to obtain a business license from the City. Noise ordinances must be observed by all attendees and performers.

O. Clean Up Procedures

1. All decorations and food service equipment must be removed and taken away within two hours of the conclusion of the event.
2. All trash must be placed in the trash cans at the end of the event.

P. Disputes

1. By this application, the applicant agrees that all disputes arising out of or in connection with this Agreement shall be adjudicated by a competent independent hearing officer agreed upon by the parties, in a binding arbitration setting.

- A. The applicant further agrees that they will bear ½ (one half) of the costs of the independent hearing officer’s fees related to the arbitration of the dispute.
- B. The applicant further agrees that the hearing officer may conduct the review of the dispute in a manner which is consistent with his or her common practice.

I have read this Agreement in its entirety and understand that non-compliance may result in the cancellation of my reservation, forfeiture of deposit, and other liability as described herein.

Applicant Signature

Date

Application approved by:

City Representative

Date

Event layout approval: _____

Proof of Insurance provided: _____

Fire Chief approval: _____

Police Chief approval: _____

EAST A ST

SOUTH FIRST ST
(SR 113)

