

CITY USE ONLY

Initials:

Date Processed:

Date Mailed:



Sunnyvale

## PICNIC RESERVATION APPLICATION/AGREEMENT

Email completed applications to [picnics@sunnyvale.ca.gov](mailto:picnics@sunnyvale.ca.gov) or visit Sunnyvale Community Center (Recreation Center Building) · 550 East Remington Dr. · 408-730-7350

**Note:** Sunnyvale resident verification (photo ID and bill statement dated within the last 30 days) is required for all park picnic rentals, excluding Baylands Park. Applications will be responded to within 3 business days.

- Sunnyvale business requires a letter authorizing the applicant to reserve a picnic area on the company's behalf.

Prior to submitting this application, review City of Sunnyvale [Picnic Reservation Policy](#) to understand what is allowable in Sunnyvale Parks.

**Applicant Name:** \_\_\_\_\_

**Organization: (if applicable)** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_

**Check the Picnic Site Availability Calendar at [Sunnyvale.ca.gov](http://Sunnyvale.ca.gov). Date of Picnic:** \_\_\_\_\_

**Park Name:** \_\_\_\_\_ **Picnic Site Requested:** \_\_\_\_\_

**Alternative Requests (in order of preference):**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

**Anticipated Attendance Total:** \_\_\_\_\_ (Total participants may not exceed site capacity at any time.)

**Type of Event:**      **Open to the public**      **Private Picnic**      **Corporate Event**

**Use of personal and rented equipment is allowed as follows. Check all that apply for your event.**

**Chairs**      I will bring additional chairs. (Up to 12 additional chairs may be brought to the reserved picnic site.)

**Tables**      I will bring additional tables. (Up to two additional tables, no longer than 8ft., may be brought to one reserved picnic site.)

**Pop-up Tents**      I will bring a pop-up tent/umbrella. (Up to one pop up tent/umbrella, no larger than 10'x10', may be brought to one reserved picnic site.)

**Catering**      Caterers may bring food that is already prepared, or they may cook on the picnic site's BBQ pits with wood or charcoal. They may not use other cooking equipment onsite.

**Inflatables**      I will have an inflatable (Jump House) at my event. (One inflatable structure no more than 20' x 20' in size is allowed per reserved picnic site.) An additional \$25 fee is required.

**Amplified Sound**      *Baylands Park Only:* An additional \$25 fee is required.

**Special Event Permit may be required for any use outside the list above.**

Describe any planned use not listed above. \_\_\_\_\_

## **TERMS AND CONDITIONS: Read This Agreement Carefully**

**Review of Applicable Documents and Request for City to Grant Rental Permit:** By signing this Agreement, I request that the City of Sunnyvale grant a permit for use of the Facility indicated above. I have received copies of the following documents (if applicable):

City of Sunnyvale Picnic Use Policies  
COVID-19 Picnic Permit Requirements

**Understanding of Facility Rules:** I have read the applicable Facility Policies and I understand the rules and regulations governing my use of the Facility I have requested to rent. I agree to abide by the facility rules and regulations set forth in the aforementioned policies. I agree that I will contact the Reservations Office if I have any questions pertaining to these policies, rules and regulations.

**Use Subject to City Approval:** I understand that my use of the Facility is subject to approval by the Director of the Department of Library and Recreation Services or assigned representative. I agree to provide all information necessary to process my application including proof of insurance, if required.

**Cancellation or Termination of Rental by City:** I understand that my event may be cancelled if the City needs to use the Facility for reasons including but not limited to a public purpose or an emergency situation, or if the Facility is ordered closed for any reason including governmental order. I further understand and agree that my event may be immediately terminated if the City determines it does not comply with applicable laws and regulations, creates a public nuisance, or threatens public health or safety.

**Permittee Responsibility and Agreement to Pay for Damage and Excess Costs:** I understand and agree that I am responsible for the conduct of my guests, caterers, entertainers, contractors and other persons attending my event. I agree to pay for any damage or loss to City property that occurs as a result of my event including, but not limited to, damage to the Facility, furniture, appliances, equipment, or grounds. I also agree that if there is a disturbance at my event that requires a police response, such as an altercation involving my guests, I may be billed for the cost of the response. I agree to pay the cost of such excess property damage or police response within thirty (30) days of billing.

**Indemnification:** Except as to the sole negligence or willful misconduct of the City, the Permittee shall defend, indemnify and hold the City, and its officers, employees and agents harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees, which arise out of or is in any way connected with the use of the Facility. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Permittee or its employees, contractors or agents.

**Compliance with Laws, Regulations:** I understand and agree that I am solely responsible for reviewing and ensuring compliance with all local, state, and federal laws and regulations related to the use of the facility, including but not limited to accessibility standards and regulations; public health rules, regulations, orders, or guidance in effect at the time of my rental; and local rental requirements.

**Nondiscrimination:** If my event is approved to be open to the general public, I will not discriminate based on race, religion, creed, color, gender, sexual orientation, age (persons 40 years of age or older), disability, national origin or any other basis to the extent prohibited by federal, state or local laws.

**By signing this Agreement, I agree to all of the terms, conditions, and requirements for rental and certify that that all of the information I have provided is true and correct.**

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Note:** The rental fee balance must be paid at the time of making a reservation. Reservations are not complete until the payment in full has been received by the City and permits have been issued. Customers who make their reservation at the Community Center during business hours are served first. Mailed and emailed applications are considered second priority, phone-in reservations are not accepted. The terms and conditions of your reservation are outlined in the City of Sunnyvale Picnic Reservation Policy.

**PAYMENT INFORMATION:**

**Picnic Rental Amount:** \$ \_\_\_\_\_ **Plus:** **Inflatable, \$25** **Amplified Sound, \$25** **Other** \_\_\_\_\_

My cash or check is attached, made payable to: City of Sunnyvale.

Charge my: Visa/Discover/MasterCard # \_\_\_\_\_ Exp. Date: \_\_\_\_\_ 3-Digit Code: \_\_\_\_\_

Check here if you would like a copy of this form.

**SPECIAL COVID-19 PICNIC PERMIT REQUIREMENTS**

**The City of Sunnyvale Recreation Services Division will begin offering exclusive use permits for certain picnic areas on 4/15/21. We are offering these amenities contingent on user agreements to comply with county and state COVID-19 orders. It is the responsibility of the renter to read, understand and comply with the State and County Gathering Directives:**

**County:** <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Guidance-for-the-Prevention-of-COVID-19-Transmission-for-Gatherings-November-2020.aspx>

**State:** <https://covid19.ca.gov/>

**Some key responsibilities of the permit holder include, but may not be limited to, the following:**

- Social distancing should be observed. Seating arrangements must provide at least 6 feet of distance (in all directions-front to back and side to side) between different households.
- **Face coverings should be worn.** Attendees may remove their face coverings to eat or drink but must put their face covering back on as soon as they are finished eating/drinking.
- **Hand hygiene.** Everyone at the gathering should frequently wash their hands with soap and water or use hand sanitizer if soap and water are not available. The host should provide hand sanitizer.
- **Table coverings required; cleaning.** The permit holder is required to provide and use table coverings on every picnic site table. Seat covers are encouraged. City of Sunnyvale Parks staff will not clean or disinfect picnic areas prior to or after use. **It is the sole responsibility of the user to disinfect all surfaces prior to and after use.**
- **The permit holder is responsible for enforcing COVID protocols** and may be subject to enforcement for any failure by participants to comply with the County Directive in place at the time of the event.
- **List of attendees.** The permit holder must maintain a list of names and contact information for all participants at the event to facilitate contact tracing if an attendee subsequently tests positive for COVID-19.
- **Display of permit.** The permit holder must have a copy of the use permit displayed in clear view for the duration of the event.
- **Enforcement of permit conditions.** Failure to comply with COVID restrictions may result in immediate termination of your event and suspension of rental privileges for the duration of the COVID-19 emergency.

If too many violations occur by multiple renters, the City may close the program during COVID-19. Follow the rules and don't ruin this opportunity for fellow residents!

I have read, understand and agree to comply with this policy and all State/County COVID-19 orders regarding outdoor gatherings that are in place at the time of my event:

**SIGNATURE OF APPLICANT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_