

CLOCK TOWER FACILITY USE GUIDELINES

This packet contains facility amenities, fees, reservation process, policies, etc. Please read this material carefully and ask the Parks and Community Services staff any questions you may have. Persons wishing to walk through the Clock Tower building may do so on Tuesdays from 5:00pm-7:00pm during "Open Viewing".

ABOUT THE CLOCK TOWER ARSENAL BUILDING

1189 Washington Street

The Clock Tower is our largest Benicia facility. Constructed in 1859 of native sandstone, the Clock Tower was designed as a U.S. military arsenal. Originally built as a three-story building, it provided the military with a view of Suisun, San Pablo and San Francisco Bays. A fire and explosion in 1912 reduced the facility to the two-story structure of today. In 1964, the Clock Tower became the property of the City of Benicia and has since served as a multi-use facility for private parties, receptions, dances and community functions.

WEEKDAY: <u>Monday - Thursday / 8:00am - 11:00pm</u>		WEEKEND: <u>Friday - Sunday / 8:00am - 1:00am</u>	
Resident/Private Group	\$49/hour	Resident/Private Group	\$82/hour
Non-Resident	\$102/hour	Non-Resident	\$118/hour
*Non-Profit (Benicia Based)		*Non-Profit (Benicia Based)	
8:00am-5:00pm	No Charge		
5:00pm-11:00pm	\$19/hour		

***Non-Profit Organizations, Public/Private Schools, and Service Organizations must be located in Benicia and/or Benicia-based to qualify for hourly rates listed above. Proof of local non-profit status is required.**

Note: Weekday rentals are limited and scheduled around contracted classes and City functions.

ALL RENTALS HAVE A 4 HOUR MINIMUM

MISCELLANEOUS FEES: PER FUNCTION WHEN APPLICABLE

Alcoholic Beverage Service Fee:	\$42
Refundable Cleaning/Damage Deposit Fee (Benicia Based Non-Profit function)	\$200
Refundable Cleaning/Damage Deposit Fee (Private function)	\$1,000
Cleaning by Benicia Parks and Community Services (optional) parties of 0-400	\$441
Cleaning by Benicia Parks and Community Services (optional) parties of 401+	\$787
Cancellation Fees:	See page 2 for details

RENTAL CATEGORIES

Restrictions are made and fees applied based upon who is using the facility, when and for what purpose. Residents, non-residents, public groups and private groups may use the Clock Tower.

- **"NON-PROFIT"** groups include **Benicia-based** non-profit organizations, civic, religious, service organizations and schools. Residency of organization is determined by location of the organization, not their members. Please bring copy of your by-laws and non-profit ID #.
- **"PRIVATE"** groups include events such as wedding receptions, social events, celebrations, etc.
- **"RESIDENT"** must reside or work in the city limits of Benicia or own property within the city limits.
 - To verify resident status, please bring picture ID and a City of Benicia utility bill, lease, or tax receipt. If you work in the City of Benicia, please provide a pay stub or other proof of employment.
- **"NON-RESIDENT"** does not reside or work in the City of Benicia. Non-profit groups not located in Benicia will be charged a non-resident rate.

RESERVATION PROCEDURE

1. Reservations are accepted a maximum of 12 months in advance for private groups; a maximum of 13 months in advance for Benicia based non-profit organizations. All reservations must be made a minimum of six (6) weeks in advance.
2. Reservations must be made **in person** at the Parks and Community Services Department, 370 East "L" Street, between the hours of 8:30am and 4:30pm, Monday-Friday. It is suggested that you call 746-4285 in advance to confirm availability. A \$1,000 cleaning/damage deposit fee is required at the time of reservation for private functions, and a \$200 deposit for Benicia-based non-profit groups.
3. The person completing and signing the application must be the same person renting the facility and accepting liability for the rental. Applicants must be a minimum of 21 years of age and have a valid CA driver's license at the time of application to reserve this facility.
4. Applications may be denied or revoked if the intended facility use or event is misrepresented or the application is incomplete, inaccurate, or contains false information.
5. Facility rental cannot be transferred, assigned, sublet or issued to minors. Renters cannot profit from renting the facility for another party.
6. The City of Benicia requires applicants provide insurance for each event.
7. Completed applications are sent to the City of Benicia Police Department for review. Professional security or additional requirements may be requested. You will receive a letter in the mail indicating any outstanding balances, security or other requirements at least 30-60 days before your event.
8. The estimated attendance should be an accurate estimate. This is the attendance approved for your event.
9. The balance of your rental fees must be paid (30) days before your event.
10. Only individuals listed on the rental application are authorized to make changes or communicate with City Staff. To authorize additional representatives, you may submit their names & phone numbers in writing or by e-mail to PCS Dept.
11. Changes or additions to reservations must be submitted in writing to the Parks and Community Services Department a minimum of 30 days prior to the event. No changes will be accepted by phone. In any correspondence and on checks, please refer to your date of use.

CANCELLATIONS

Refunds and service fees are handled as follows:

- 60 DAYS or more prior to use date—\$100 processing fee charged. Refunds by check only; mailed to address on contract.
- Less than 60 BUSINESS DAYS prior to date of use—forfeit one third of the total charges listed on the facility rental form and a \$100 processing fee. Refunds by check only; mailed to address on contract.
- **Occasionally, it may be necessary to re-schedule, relocate or deny a request previously approved. In this event, the group or individual will be given as much advance notice as possible.**

DAMAGES/DEPOSIT

1. A cleaning/damage deposit is due at the time of reserving the facility. Deposits are returned within 2-4 weeks following your facility rental. If your scheduled hours of use exceed the designated time for any reason, additional fees will be deducted from your cleaning/damage deposit at 1.5 the hourly rate of your rental (one hour minimum charge).
2. **Any cost of extra cleaning of the facilities and furnishings, both inside and outside, vandalism, theft or damages to floors, walls, furnishings and landscaping, staff time and/or repairs will result in a deduction or forfeiture of your deposit.** You will be billed for damages not covered by your deposit.
3. \$75 will be charged to you if the garbage has not been removed from the facility and placed in the provided dumpster at the back of the facility. (This fee is waived if renter has selected the provided cleaning option).

SERVICES PROVIDED

1. A Facility Attendant will be scheduled at the Clock Tower during your entire use of the facility. The attendant is available to open the facility, answer questions and check-in periodically with the person in charge of the event. The services of the Facility Attendant **are not available** for waiting tables, serving, clean-up, etc.
2. Tables and chairs are available for your use. You are responsible for setting up and putting away all tables and chairs (tables and chairs will be put away by cleaning company if renter selects cleaning option). Tables & chairs may not be

removed from the building or used outdoors. Table and chair dollies must remain upstairs in the facility at all times. We provide **50 - 8x2.5 ft tables and 350 chairs**.

3. Your access to the facility and set-up begins at your rental start time. The facility will not be open prior to your rental time for you, your caterers, bands, decorator, etc. You must arrange for rental material/supplies to be picked up during your rented time. Consider renting the day before/after to assist with set-up & clean-up (4 hour minimum).
4. The Facility Attendant will check the condition of the facility with the person in charge prior to their event and after cleaning, to determine if additional damage, cleaning or overtime use has occurred. If the person in charge is not available at the end of the event, it is the renter's responsibility to identify a second individual as responsible for final check out and introduce them to the Facility Attendant.
5. The Facility Attendant is responsible for enforcing all of the facility use regulations. If necessary, they will stop the serving of alcohol, shut down music/entertainment, and/or clear the facility and end your event. They want to ensure your event is safe and that you have enough time to clean the facility so your deposit is returned to you.

RESPONSIBILITIES OF RENTER

1. You are solely responsible and answerable financially for any and all accidents or injuries to persons or property resulting from your use of the Clock Tower. You shall be responsible for the control and supervision of all people in attendance during your use of the facility and shall take care to see that no damage is done to the facility or neighboring properties, and that everyone conducts him/herself in an orderly manner. Attendance may not exceed the maximum number of persons permitted in the facility. Your event will be terminated if you exceed the specified occupancy limit.
CAPACITY = 536 seated / 750 standing
2. If damages or behavior of your group warrant, your function may be stopped in progress and you may be denied further use of any City facilities.

THE FACILITY ATTENDANT IS RESPONSIBLE FOR THE FACILITY AND MAY REQUEST POLICE ASSISTANCE AT ANY TIME TO PREVENT ABUSE OF PRIVILEGES AND TO ENFORCE FACILITY RULES AND REGULATIONS.

- _____ As the Responsible Party (completing the Rental application) **you agree to be at the facility during the entire event** (set up & clean up included). If you will not be at the event for a period of time you will inform the Parks & Community Services Dept. of the hours you plan to be absent & name a Replacement Representative.
- _____ You are responsible for **renting additional tables & chairs** from an outside vendor if your need exceeds our supply of 50 tables & 350 chairs. All rented equipment must be removed during your rented time. You may rent the facility for an additional day (min. 4 hours) if needed/available.
- _____ As the Responsible Party you will **communicate our facility policies & procedures** with your group, contractors, caterers, planners, cleaners, etc. Ex: Cleaning takes 2 hours & includes sweeping & mopping all floors, no equipment may be stored at the facility before or after your event, smoking is not permitted on the staircases, children must be supervised at all times, and serving/selling alcohol must be approved in advanced.
- _____ **Accidents/Injuries:** You are **solely responsible** and **answerable financially** for any and **all accidents or injuries to persons or property** resulting from your use of the Clock Tower. You are responsible for the control and supervision of all people in attendance during your use of the facility and shall take care to see that no damage is done to the facility, and that everyone conducts him/herself in an orderly manner.
- _____ If **damages or behavior** of your group warrant, your function may be stopped in progress and you may be denied further use of any City facilities.
- _____ **Police Assistance:** The Facility Attendant is responsible for the facility and may request police assistance at any time to prevent abuse of privileges and to enforce facility rules and regulations. You may ask The Facility Attendant to call Police on your behalf.
- _____ **Children** are not permitted to be downstairs or outside the building unless accompanied by an adult for the duration of the rental, including set-up and clean up.
- _____ **Children** are prohibited from playing or loitering on the stairs, in the downstairs corridor inside the building, entryway, parking lot or perimeter road or property. Children must remain upstairs inside the building during the event.

ALCOHOLIC BEVERAGE POLICY

- _____ Alcoholic beverages may be consumed only with advance approval and payment of **Alcoholic Beverage Service Fee** (\$42) on your application. Advance approval may be obtained by indicating your intention to serve alcohol on your application. For the safety of your guests, no alcohol is permitted downstairs or outside the facility.
- _____ **Selling Alcohol:** A **license** must be obtained from the Alcoholic Beverage Control Board in addition to the City service charge. This includes direct exchange of money for beverages, purchase of tickets that may be exchanged for beverages, or purchase of dinner or event ticket that includes the service of alcoholic beverages. **To obtain your permit please contact the Benicia Police Department- Secretary (707) 746-4265.**
- _____ Alcohol **cannot be served or sold** at events or rentals that are primarily designed for youth under the age of 21 years old. Alcoholic beverages may **NOT** be served to minors. Facility Attendant is directed to shut down events that violate the above.

DECORATING POLICIES

- _____ **Candles, open flame, pyrotechnics of any kind are PROHIBITED inside or outside of premises.** Sterno chaffing dishes are permitted, please do not use propane. When hosting an event like a crab feed, it is best to inform guests to bring battery operated or electrical butter warmers.
- _____ **Tape:** Commercial masking tape may be used inside and/or outside the facility. No tape of any kind may be used on the floors or painted surfaces, and all decorations must be **FLAME RETARDANT**. No **Nails, screws, scotch tape, duct tape, glue, staples, pins etc. are not permitted.**
- _____ **No confetti (metal or paper), rice or birdseed is allowed.** If used, you may be fined.

GENERAL POLICIES

1. CITY OF BENICIA FIRE & BUILDING CODE REQUIREMENTS AND OCCUPANCY RESTRICTIONS ARE AS FOLLOWS:
 - The Benicia Clock Tower is considered an assembly occupancy and must conform with the current edition of the California Fire Code. Specifically, the event set-up must conform with Chapter 10 - Means of Egress which includes specifics regarding occupant load, table and chair set-up, and aisle widths.
 - TOTAL OCCUPANTS SHALL NOT EXCEED 750, including all service staff (i.e. band, caterers, etc.)
 - Maximum capacity for concentrated use (dancing) w/ no tables and limited chairs is 750 persons.
 - The maximum capacity for less concentrated use (dancing & dining) is 536 persons. This includes guests and caterers. If the facility attendant observes more people than the capacity allows, they are instructed to call the police.
 - At no time shall any of the exits be blocked.
 - No tables shall be placed within (5) feet of any exit or within (6) feet of the kitchen entrance.
 - Rows of tables shall be spaced no less than (48) inches long edge to long edge.
 - Loose Chair Set-up: when chairs are set in rows without tables, they shall be in rows of no more than 13 chairs separated by aisles of 44 inches.
 - Loose Chair Set-up: when chairs are set in rows without tables, they shall be bonded in groups of no less than three chairs.
 - Loose Chair Set-up: when chairs are set in rows without tables, they shall be in rows with 12 min space from the front of one chair to the back of the next.
2. All fees and use regulations are subject to change.
3. The City of Benicia reserves the right to change, adjust or delete any of the rules and regulation found in these Facility Use Guidelines. The City also reserves the right to close down any event that poses a threat to the safety of the participants or the facility or violates any of the conditions stated.
4. Gambling in any form is not permitted unless the applicant has received prior approval from the City of Benicia Police Department. In that case, a copy of the contract made with the gaming company must be submitted to the Parks & Community Services Department at least 30 days in advanced.
5. Certain users may be required to produce a City of Benicia Business License at the time of application. Please check with the Business License office at 746-4325.
6. Other than service animals, animals are not permitted in City buildings.
7. Parking availability is not guaranteed and on occasion may be quite limited.

8. Please monitor the restrooms and notify the Facility Attendant if supplies are needed or if there is an issue.
9. You must provide your own beverage service, cooking utensils, silverware, etc.
10. People are not permitted in any downstairs or in the storage areas of the building.
11. All cooking must be done in the kitchen. If wanting to BBQ or cook outdoors, prior approval is required and location will be determined by the Fire Department and Parks & Community Services Department.

INITIAL ALL POLICIES BELOW

- _____ We suggest visiting the facility during **Open Viewing on Tuesdays from 5:00pm-7:00pm**. This gives you and anyone you contract with (caterer, wedding planner, lighting, DJ, etc.) to view the facility and plan set up and usage.
- _____ There is **NO AIR CONDITIONING**. The facility can be warm during summer months. You may **rent air conditioning units** from an outside vender. Some fans are available at the facility. Due to the age of the facility, a limited number of windows open & there is limited insulation in the ceiling.
- _____ **Professional Cleaning** is suggested. It takes the average renter 2 hours to clean the facility. We suggest you take advantage of our cleaning option. You are not required to use our cleaning company, but must be present at the facility during the cleaning by any outside cleaning vendor other than the one we provide.
- _____ You are responsible for **renting additional tables & chairs** from an outside vender if your need exceeds our supply of 50 tables & 350 chairs. All rented equipment must be removed during your rented time. You may rent the facility for an additional day (min. 4 hours) if needed/available.
- _____ Chair racks and table racks cannot be moved downstairs. **No furniture from downstairs may be used.**
- _____ The renter must sign in and out on the facility event report form and take an initial and final walk through of the facility with the facility attendant.
- _____ Tickets may not be sold at the door as an admission charge **unless approved in advance**. No more than 50 tickets may be sold at the door to ensure security requirements are met.
- _____ Amplified music (band or D.J.) and caterers should begin removing equipment a minimum of 2 hours before the end of scheduled use to provide you or your cleaning company sufficient time to clean. The **City's sound system** is available for microphone use and background music, but **NOT** as a sole source of entertainment. We suggest testing all your equipment in advanced during a Tuesday Open Viewing day.
- _____ **Signs** with information or directions to your event may not be posted along Military East Street or other streets leading to the Clock Tower.
- _____ **NO SMOKING** is allowed in the building or within 20 feet of the outside of the building. Please provide at least **two buckets or cans** filled with damp sand and place them outside in front of the building. You will be responsible for disposing of all cigarette butts.
- _____ **Licensed Security Guards** may be required at the event. Advanced notice will be given to you by Benicia PD. A copy of the security contract must be submitted to the Parks and Comm. Services Department **3 weeks** before event date. If security is required they must be present one hours prior to when guest arrive and up to 1 hour before the end of the rental or to end of rental if clean-up is done the next day.
- _____ Alcohol may not be served until security is on-site.
- _____ **Garbage:** Please empty the garbage cans when they are ¾ full to avoid overflow. Dumpsters are located in the back of the building. \$75 fee charged for failure to deposit garbage bags in dumpster at the back of the facility.
- _____ **Storage is NOT AVAILABLE** either before or after your event. This includes alcoholic beverages, floral arrangements, equipment, chairs, tables, etc. **You will be charged for removal of items left behind.**
- _____ **Lost or stolen items:** The City of Benicia is not responsible for lost or stolen items and is not responsible for any items delivered before or left after an event.

I have read and understand the terms and conditions of renting the Clock Tower facility. I acknowledge that I may be fined for not following the terms and conditions listed above.

Full Name (Print)

Signature

Date