

Effie Yeaw Nature Center
Assembly Building Rental & Event Policies
(Updated 03/19)

ABOUT THE FACILITY

The Assembly Building at the Effie Yeaw Nature Center, located at 2850 San Lorenzo Way in Ancil Hoffman County Park, is a comfortable and attractive indoor hall in a beautiful park. The fully accessible building has the look of a river view lodge, with shingled outer walls, dark green peaked metal roof, river rock foundation and pillars, and a covered front porch. The large meeting/event room measures 63'x26'. It may be divided into two or three smaller meeting rooms. The building has central heat and air, a small kitchen area at one end of the large room (double sink, 4-burner electric stove with oven, refrigerator, and microwave), and restrooms for men and women off the covered porch. Ten 6' long tables, two 5' round tables and 90 comfortable, stacking chairs are available for use, included in the rental fees. Walkway and porch lighting are available for evening events. Parking for 60 vehicles is available a short walk away. Some overflow parking along San Lorenzo Way is also available as long as parked cars do not block through traffic access.

The Effie Yeaw Nature Center's two buildings, parking lot, sidewalks, decks and courtyard are wheel chair accessible. Wild deer, turkeys and other wildlife can be seen wandering or flying through the landscape area and can be observed from the sidewalks, courtyard and decks. This ability to see wildlife close up is what makes the Effie Yeaw Nature Center so special.

The trails in the preserve are not paved and have uneven surfaces including protruding river cobbles in places. These trails are for sightseeing, nature appreciation, photography, hiking and low impact nature study only. Vehicle access is for emergency vehicles only. Due to the sensitive natural features of the area, use of the nature preserve for groups is restricted to no more than 20 people per trail group (per 2008 American River Parkway Plan).

FACILITY RENTAL HOURS

Monday – Sunday 8 a.m. – 9:30 p.m.* (no outside activities after 8:30 p.m.)

*Clean-up must follow event, and conclude no later than 10:30 p.m. Time used for set-up and clean-up *is included as part of your rental time*, so please plan accordingly. Late fees will be charged if your group remains after this time.

RESPONSIBILITIES

The applicant/organization is solely responsible for any damages, accidents, or injuries to persons or property resulting from the use of the EYNC Assembly Building. Any applicant obtaining a permit shall be responsible for the control and supervision of attendees during the use of the building, preserve, grounds and parking area. Alcohol sales are prohibited. If alcohol is served applicant/organization is entirely responsible for monitoring age appropriate drinking (no one under 21 years of age shall be allowed to consume alcohol anywhere in the Effie Yeaw Nature Center Yeaw Nature Center and/or Ancil Hoffman County Park). Behavior of and noise from participants must be controlled, and if Effie Yeaw Nature Center staff consider behavior by

participants out of control your program will be cancelled, officers may be called to bring order. If eviction occurs, then the deposit and all fees will be forfeited. Applicant shall be responsible for any damage to the preserve, the Maidu village, buildings, improvements, furniture or fixtures. Any violation of these provisions can result in a denial of further permits and requirements of financial reimbursement for the repair or replacement of the damages or loss upon demand.

RENTAL FEES

Reservation Fees and deposits vary with event (minimum of \$100 deposit). All rentals include restroom availability. Refer to the *Room Capacity and Prices* sheet for private, corporate and non-profit rates, fees and room capacity. Non-profit groups must provide proof of non-profit status.

ALCOHOLIC BEVERAGES

Alcohol is not permitted without approval from the Effie Yeaw Nature Center. An approved 1 day Alcohol Beverage Control (ABC) permit is required and only beer and wine can be served to guests; hard liquor is NOT PERMITTED. *The sale or distribution of liquor is not allowed at the Effie Yeaw Nature Center.* Security will be required at any event that includes the serving of alcohol. Refer to LIABILITY INSURANCE below for insurance requirements when alcohol is served.

SECURITY

The need for security at any event will be evaluated on an individual basis and is the responsibility of the renter(s). Security will be required for any events where alcohol is served. The Effie Yeaw Nature Center does not arrange for any security, however outside security agencies or officers will be accepted and contacts can be provided. Additional charges may apply and will be listed on the reservation form.

LIABILITY INSURANCE

Proof of **liability insurance** is required for any business event and for private events that include serving of alcohol. Any business or private party temporarily using or renting this facility shall indemnify the American River Natural History Association, the Effie Yeaw Nature Center and the County of Sacramento and maintain the following insurance coverages and limits:

INDEMNIFICATION (for Businesses and Private Parties)

PERMITTEE shall defend, indemnify and hold harmless the Effie Yeaw Nature Center, its employees and volunteers, the American River Natural History Association (ARNHA), its Board officers, directors, agents, employees and volunteers **AND** the County of Sacramento, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs arising out of PERMITTEE's use of the facilities, except where any such claim is due to the negligence or willful misconduct of the indemnitee(s). This

includes payment of reasonable attorneys' fees arising out of, or resulting from the use of these facilities.

INSURANCE REQUIREMENTS FOR PRIVATE PARTIES

If you are a private party renting the Effie Yeaw Nature Center and are serving alcohol, a written certificate or memorandum of insurance coverage will be necessary from your personal lines insurance company for the following coverage and limits. When using commercial caterers, the catering business must also maintain the insurance coverage and limits listed below in the insurance requirements for businesses.

HOMEOWNERS or RENTERS PERSONAL LIABILITY: \$300,000/ occurrence. Coverage shall include *host liquor liability*. The American River Natural History Association and the County of Sacramento shall be named as an additional insured (if permitted by insurance company). Policy shall be endorsed to show that coverage applies for date and location of event at the Effie Yeaw Nature Center.

A Certificate or Memorandum of Insurance naming the American River Natural History Association as a certificate holder for above minimum coverage limits is required at least *5 days* prior to your event, or your event will be cancelled and forfeiture of your security deposit and rental fees will occur. Insurance carriers shall be rated at least A- VII by A.M. Best. Insurance coverage shall be maintained during the entire event and clean up.

INSURANCE REQUIREMENTS FOR BUSINESSES OR ORGANIZATIONS

If you are a business temporarily permitted to use or rent the Effie Yeaw Nature Center, the following minimum scope and limits of insurance shall apply. Private Parties using a catering business shall also be required to have the caterer maintain the following insurance coverage and limits:

- **COMMERCIAL GENERAL LIABILITY:** \$1,000,000/occurrence and aggregate limits of liability. The business insurance shall be primary and coverage shall include premises/operations, products/completed operations, contractual and personal & advertising injury. If alcohol is served, host liquor liability shall be covered. The American River Natural History Association shall be named as **Additional Loss Payee** in the **Certificate Holder** portion of the Certificate of Insurance.

A Certificate of Insurance for above minimum coverage limits and naming the American River Natural History Association and Effie Yeaw Center as certificate holders is required at least *5 days* prior to your event, or your event will be cancelled. Forfeiture of your security deposit and rental fees will occur. Insurance carrier shall be rated at least A- VII by A.M. Best. Insurance coverage shall be maintained during the entire event and clean up.

HOW TO MAKE A RESERVATION

By Mail: Send a completed Effie Yeaw Nature Center Assembly Building Reservation Request Form and a check (made out to **Effie Yeaw Nature Center or EYNC**) for the appropriate fees to:

Effie Yeaw Nature Center
Attn: Assembly Building Reservations
P.O. Box 579
Carmichael, CA 95609

In Person: Visit the Effie Yeaw Nature Center Tuesday -Friday from 9:00 am-4:00 pm to turn in your Reservation Request Form. The Nature Center is located inside Ancil Hoffman Park in Carmichael.

1. **Payment of a rental deposit is required with the signed User Agreement before the reservation can be confirmed.** This deposit will secure your date and bind you to the rental policies.
2. **A cleaning/damage deposit, will also be due for a catered/special event.** If the facility is left clean after your event and there are no outstanding issues, the deposit check will be returned or destroyed per instructions by lessee. If there is any damage or additional cleaning is needed, deductions will be taken from the deposit. A check for the remaining deposit balance will be mailed within two weeks of the event.
3. **A Facility Use Agreement must be filled out to confirm your reservation.** The form must be signed by an adult 21 years of age, accepting all responsibility as an individual or as a representative for a group. This agreement will be pending until any necessary Special Use Permits are received.
4. **Balance of rental fees is due 2 weeks (14 days) prior to the rental date.**
5. **Proof of insurance is due 5 days prior to the rental date.**

Rentals not fully paid according to this schedule shall be considered void and the date and time of the scheduled activity shall be removed from the Assembly Building’s rental schedule. The applicant’s deposits and fees shall be forfeited according to the cancellation schedule below. Lessee is responsible for keeping the payment schedule.

ASSEMBLY BUILDING CANCELLATION FEES

<u>Cancellation Period</u>	<u>Amount of Forfeit</u>
Deposit date to 15 days before the event	Rental deposit
0-14 days before the event	100% of deposit and rental fees

Cancellation fees pertain to both cancellation by the rental group and cancellation by the Effie Yeaw Nature Center due to rental party’s failure to fulfill the signed User Agreement.

FACILITY USE AGREEMENT POLICIES

1. ARNHA Board of Directors or Effie Yeaw Nature Center staff, for just cause, reserves the right to disapprove any agreement or revoke any approved agreement, based on additional information that will substantially affect the risk or circumstances of a rental.
2. A User Agreement to use the Effie Yeaw Nature Center Assembly Building will be issued provided:
 - Issuance will not obstruct or interfere substantially with the public at large or the 2008 American River Parkway Plan.
 - The date and time requested have not previously been allocated by permit or assigned to another function. All applications will be processed on a first come, first served basis.
 - EYNC/security staff is available to assist with your event.
3. **Open parties/pay at the door events are not allowed at the Effie Yeaw Nature Center.**
 - A Special Use Permit may also be required if your event is something other than a meeting (i.e. corporate benefit or fundraiser, fun run etc.). The Effie Yeaw Nature Center staff may ask you to Contact County Parks at (916) 875-4881 to obtain a special use permit. Allow at least six weeks lead time to process all permit requests. A fee is required.
4. For all events that are charging participants to attend, said monies must be collected prior to scheduled event date.
5. The American River Natural History Association and Sacramento County reserves the right to make special requirements of permittee for necessary protection of the facility and participants.

RENTAL POLICIES AND PROCEDURES

1. Requested hours for use, as stated on the User Agreement, must include your set-up, decoration and clean-up time.
2. If the nature or length of the event changes, or if the number of participants increases, Effie Yeaw Nature Center staff must be notified in advance. Additional fees may be charged (if security staff is necessary or if the event lasts longer than originally planned). If the event takes less time than planned and paid for, a refund will not be given.
3. All decorations must be non-flammable (paper napkins and table cloths accepted). No candles are allowed in the facility for use as decorations. The Effie Yeaw Nature Center reserves the right to remove any decorations that are considered offensive.
4. Effie Yeaw Nature Center does not provide any A/V and/or amplifying equipment needed for event.
5. Storage facilities are not available for applicant's use.
6. No staples, nails or screws may be used. No duct tape, double-stick tape or any tape that is difficult to remove or leaves an adhesive mark or takes paint off.

Initials: _____

7. No glitter or confetti is allowed.
8. No amplified music may be played outside. Amplified music played inside the building should not be audible outside the building.
9. Smoking is not allowed in the Effie Yeaw Nature Center facilities or allowed anywhere in the 77-acre nature preserve.
10. Heating, air conditioning, lighting or any other electrical or mechanical units at the facility will be controlled by Effie Yeaw Nature Center staff.
11. If smoking, loud noise, more attendees than are included in the Agreement or any other violation of these policies continues after one warning by Effie Yeaw Nature Center representative, all participants will be evicted immediately. The User Agreement for this event becomes null and void. Personal possessions and rented equipment may be retrieved the following morning between 9:00 AM and 10:00 AM.
12. In emergencies or other special situations not specifically covered by these rules and guidelines, the interpretation and judgment of the Effie Yeaw Nature Center staff on duty shall prevail.

CLEAN-UP REQUIREMENTS

Each rental group must complete the following to have their deposit returned:

- a. Remove all decorations from the facility immediately following the event.
- b. Put all garbage in designated trash containers.
- c. Any spillage should be wiped up.
- d. Remove all personal equipment and articles from the facility.
- e. Pick up all trash from the restrooms.
- f. Pick up and dispose of all trash in parking lot or grounds left by your group.

Cleaning and damage expenses will be deducted from your deposit for the following:

- Damage to building facility, facility furnishings, or equipment.
- Staff time needed to clean up any special problems left from your event (i.e. cleaning walls or washing windows, party disturbances, etc.)
- Repair or replacement because of damage to trails, signs or landscape features in the Nature Area.

LAWS TO CONSIDER

Use of facilities must not violate the 2008 American River Parkway Plan, any local, California state, or U.S. federal laws. Please be aware that you are responsible for the actions of your guests in the facility and outside of the building. Guests should be aware that County Rangers may inspect the premises at any time and those found in violation of the laws and regulations related to use of the facility or jurisdictional laws described above could be cited.

Initials: _____

I agree to defend, indemnify and hold harmless the Effie Yeaw Nature Center, the American River Natural History Association (ARNHA) its Board officers, directors, agents, employees and volunteers **AND** the COUNTY of Sacramento, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including payment of reasonable attorneys' fees, arising out of PERMITEE's use of the facilities, except where any such claim is due to the negligence or willful misconduct of the indemnitee(s) or resulting from the use of these facilities.

Printed Name

Date

Signature