

FACILITY RENTAL POLICIES AND REGULATIONS

1. FACILITY RESERVATION PROCEDURES

- a. Applications must be made on the official application forms provided by the Recreation and Community Services Division. Application forms can be obtained by contacting the facility office at 805-986-6542.
- b. The application rate (\$32) and deposit (See rate schedule) must be paid at the same time the application is submitted.
- c. The application rate will not be credited to the rental rates.
- d. The application rate will not be refunded if the application is denied.
- e. Community Center rental rates are established by the Port Hueneme City Council in accordance with Resolution 3861. Complete payment of the estimated rates for the reservation must be made thirty (30) days prior to the first date requested in the application.
- f. RENTERS will be responsible for the actual costs associated with their reservation. The actual rates may be more or less than the rates estimated in advance, based on the activity that takes place. This may result in charges being made to the RENTER's security deposit.

2. GENERAL TERMS AND CONDITIONS

- a. Applications must be completed by an adult renter who will be in attendance and in charge of the activity.
- b. Applications will be accepted up to one calendar year in advance.
- c. The City reserves the right to refuse to permit any activity which is inappropriate for a public facility or not compatible with the structure and/or surrounding neighborhood. In no case will a refusal be based on RENTER's disability, gender, race, religion, ethnicity, sexual orientation, age, or national origin.
- d. The City reserves the right to cancel any RENTER's reservation with thirty (30) days' notice due to a scheduling conflict or without prior notice in the event of emergency closure of the facility. In the event of a cancellation, RENTER's deposit and rates will be refunded.
- e. If false statements or gross omissions are made in reserving facilities, or if a rule or regulation established by the City is violated, the function will be closed immediately and all deposits and rates forfeited.
- f. The City reserves the right to eject or cause to be ejected from the premises any objectionable person without liability on behalf of the City, or its staff, for the exercise of such right.
- g. RENTERS shall conduct all activities in a manner appropriate to a public facility and not permit any person participating therein to violate any rule, regulation or ordinance of the City or State and Federal law. Reservations are granted subject to observance of facility use policies and may be revoked for violations.

- h. Applications will not be accepted for the following holidays: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas. Facilities may be available Monday through Saturday.
- i. Improper use of the facilities or non-observance of the rules and regulations will result in non-approval of subsequent reservation applications from the same group or individual.
- j. Youths in attendance at the facility must be chaperoned. One adult for every twenty (20) youths is required. The names of such chaperons shall be furnished to the facility office three (3) days prior to use of the facility.
- k. Under no circumstances will City property be removed from the facilities.
- l. Floors may not be treated in any way so as to improve or modify the characteristics for dancing or other activities.
- m. RENTER shall act or designate one person to act as coordinator. Staff will complete all arrangements solely with the individual so appointed.
- n. Applications must contain complete information. Staff will not be required to supply facilities, equipment, or services not called for in the application.
- o. Shoes and shirts must be worn in the facility at all times.
- p. Control of lights, keys, locks, locking doors, and window coverings will be attended to by the facility staff. RENTERS will consult the staff on duty in regards to their needs.
- q. No parking is permitted in loading area. Loading area must remain clear of vehicles.

3. OPERATING HOURS

- a. Normal facility office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday.
- b. Entertainment and sound amplification must end by 11:00 p.m. or one hour prior to ending time.
- c. Facilities must be cleared of all users by 12:00 midnight.

4. RATES

- a. Basic facility rental rates are calculated in minimum one-half hour increments.
- b. Reservations after 5:00 p.m., Monday through Friday, will incur a two-hour minimum rental and charged in one-half hour increments thereafter.
- c. Reservations on Saturday or Sunday will incur a four-hour minimum rental and charged in one-half hour increments thereafter.
- d. Rates will be calculated using the most recent Schedule adopted by the Port Hueneme City Council.
- e. The basic facility rental rates include the room or space rented; general overhead lighting, as permanently installed; normal heating and ventilation; use of kitchen; tables and chairs; stage, four hours of set up and decorating time; normal cleanup of the

facility and restrooms; facilities supervision; parking; normal security; special event liability insurance; and permit to serve alcohol if alcohol service is requested.

- f. Additional services required will be charged at the scheduled labor rate of \$25 per hour.
- g. Nonprofit organizations must show proof of 501(c) 3 tax exemption and have a tax-exempt identification number prior to being awarded nonprofit status under the rate schedule.
- h. All City sponsored events are exempt from paying rates.

5. CANCELLATION

- a. Cancellations must be made at least thirty (30) days in advance of the first date requested in your application. A 15% administrative cancellation rate will be deducted from your security deposit. Reservations canceled less than thirty (30) days prior to the first date requested in your application will result in forfeiture of the security deposit.

6. SECURITY DEPOSITS

- a. Security deposit amounts are outlined in the approved rate schedule.
- b. The Community Services and Recreation Programs Manager reserves the right to increase security deposit requirements at their discretion.
- c. Extra facility use rates, damage service, and extra cleanup required will be charged against the RENTER's security deposit.
- d. Should the City be required, for whatever reason, to enforce compliance with these policies through use of Police or other means at the City's disposal, the RENTER's security deposit will be forfeited.
- e. The City shall have thirty (30) days following the reservation period in which to generate a deposit refund to the RENTER.

7. SETUPS/DECORATING/RENTER'S PROPERTY

- a. Decorations other than table decorations require advance written approval from the facility management. The use of glitter or confetti will normally result in extra cleanup charges.
- b. Candles, torches, batons or any other open flame devices are not permitted.
- c. No glass bottles, drinking glasses or any other dinnerware is to be used in table setting without prior approval by Staff of facility.
- d. RENTERS assume all risk and liability for the theft, loss or damage from any cause whatever of the fixtures, appliances or other property of the RENTER and participants brought into the facilities.
- e. Prior to the end of the reservation period, the RENTER is to remove from the facilities all property, goods and effects belonging to RENTER and participants or caused by RENTER and participants to be brought into the facilities. If such property is not removed, it may be disposed of at the City's discretion.

- f. RENTER, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the FACILITY prior to or after the event time period. RENTER shall be responsible for arranging access during the time requested for entry and exit of the FACILITY.
- g. RENTER shall not prepare or decorate the FACILITY prior to the event start time, unless RENTER provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
- h. RENTER shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the FACILITY and shall not make or allow to be made any alterations of any kind therein.
- i. RENTER shall be responsible for all cleanup of the FACILITY, including adjacent grounds, at the end of the rental. RENTER shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the FACILITY, leaving the FACILITY clean and free of all trash and litter. RENTER shall also leave all fixtures, if any, in good working condition.
- j. RENTER shall not store any equipment or materials at the FACILITY or adjoining property without the prior written approval of the City Manager or his/her designee.
- k. RENTER shall be responsible for any and all damage to the FACILITY and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, RENTER shall be charged for any and all janitorial and/or repair fees incurred by the City as a result.

8. EQUIPMENT / ACCESSORIES

- a. RENTER shall not remove, relocate, or take City property outside of the FACILITY for any reason without the prior written approval of the City Manager or his/her designee.
- b. RENTER shall not use City equipment, tools, or furnishings located in or about the FACILITY without the prior written approval of the City Manager or his/her designee.
- c. RENTER shall not drive motorized vehicles on field or green space.
- d. The City does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. RENTER, at its own cost, may bring these systems into the FACILITY for their use.
- e. RENTER shall secure the approval of the City before using audio/visual systems, public address systems, and live or recorded amplified music. RENTER shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City Manager or his/her designee.

9. MISCELLANEOUS

- a. RENTER shall comply with all local, state, and federal laws and regulations related to the use of the FACILITY. The RENTER agrees to abide by all applicable federal and state accessibility standards and regulations.
- b. RENTER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY.

- c. Gambling of any kind is not permitted at the FACILITY.
- d. Smoking is not permitted at the FACILITY.
- e. No animals are permitted at the FACILITY, with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
- f. The City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
- g. Any person aggrieved by the City's decision with respect to this AGREEMENT may appeal to the City Manager or his/her designee in writing no later than five (5) days after the City's decision has been communicated to the aggrieved party.

10. ALCOHOL

- a. Approval to serve alcohol must be obtained from the Recreation and Community Services Division.
- b. If alcohol is approved, a permit must be obtained from the facility office. A permit rate applies and is included in the rate schedule.
- c. Violation of the conditions of the alcohol service permit, or the presence of alcohol in the facilities without a permit, will result in the immediate cancellation of the event. No refund of rates or deposit will be made.
- d. No alcohol shall be served to minors (under 21 years of age). Alcohol consumed by a minor is a violation of the alcohol permit.
- e. RENTERS requesting permission to serve alcohol are required to be 21 years of age or older and shall be required to provide proof of age with a valid ID. Appropriate liability insurance is included in the rate schedule.
- f. Alcohol permits will be revoked with no rate refund if alcohol service is not being handled in a responsible manner, or if unruly behavior associated with alcohol is observed.
- g. An ABC Permit and liquor liability at an additional cost are required for any selling of alcohol.

12. DAMAGE

- a. Damage or loss to the facility, equipment, or furnishings by the RENTER, guests or participants will be charged to the RENTER.

13. COPYRIGHTED MATERIALS

- a. RENTER assumes all costs arising from the use of patented and/or copyrighted materials, equipment, device, process, or dramatic rights used on or incorporated in the conduct of any public performance.

14. PARKING

- a. Parking is provided as part of the basic rental rates.

15. INDEMNIFICATION

RENTER shall indemnify, defend, and hold harmless the City of Port Hueneme, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Port Hueneme, its officers, employees, or agents.

16. INSURANCE

- a. RENTERS are required to purchase insurance through the City's Event Liability Insurance Program. The insurance premium is included in the rate schedule and a Certificate of Insurance issued to the RENTER when the rates are paid.
- b. General liability insurance. RENTER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name the City of Port Hueneme its officers, employees, agents, and volunteers as additional insureds. RENTER shall file certificates of such insurance with the City of Port Hueneme, which shall be endorsed to provide thirty (30) days notice to the City of Port Hueneme of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of Port Hueneme may deny access to the FACILITY.
- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the City of Port Hueneme requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Port Hueneme.

- d. RENTER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the City of Port Hueneme's facilities and adjoining property to the City of Port Hueneme Manager or his/her designee, in writing and as soon as practicable.
- e. RENTER waives any right of recovery against the City of Port Hueneme, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of "acts of God" to the City of Port Hueneme, its officers, employees, or agents.
- f. RENTER waives any right of recovery against the City of Port Hueneme, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, even if the City of Port Hueneme, its officers, employees, or agents seek recovery against RENTER.

17. SECURITY GUARDS

- a. Security guards are hired by the City. The rates are included in the rate schedule.
- b. The Community Services and Recreation Programs Manager may use discretion in designating an increased/decreased number of security guards required for any function.
- c. RENTER is solely responsible for supervising all individuals at the FACILITY and adjoining property during the event. The City is not responsible for providing this supervision. However, the City may evict individuals from the FACILITY during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

18. RETURNED CHECK POLICY

- a. If the RENTER pays deposits or rates by check, and the bank returns the check, the RENTER will be charged a return check fee of \$25. If the bank returns a second check, the returned check fee is \$35.
- b. Returned checks will be considered as nonpayment of rates and the RENTER may lose the reserved dates to another RENTER.
- c. RENTERS will be required to buy back returned checks with cash, cashier's check, certified check, or money order.
- d. RENTERS whose checks have been returned by the bank will no longer be allowed to make payments by check.

19. OCCUPANT CAPACITIES

- a. Attendance at the RENTER's event will not be allowed to exceed the number stated on the reservation application and must comply with the facility's occupant load ratings.

- b. If attendance exceeds the arranged capacity for the event or the occupant load ratings of the facility, the RENTER's event will be stopped until the RENTER corrects the situation. If the attendance is not brought into compliance within fifteen (15) minutes of the above action, the RENTER's reservation will be canceled and the security deposit forfeited.

20. INTERPRETATION OF POLICIES

- a. In the event that any dispute arises in the interpretation of the performance of these policies, the City shall have the right to make final determination of any and all disputes and such determination shall be binding.

21. MISCELLANEOUS

- a. RENTER shall comply with all local, state, and federal laws and regulations related to the use of the FACILITY. The RENTER agrees to abide by all applicable federal and state accessibility standards and regulations.
- b. RENTER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY.
- c. Gambling of any kind is not permitted at the FACILITY.
- d. Smoking is not permitted at the FACILITY.
- e. No animals are permitted at the FACILITY, with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
- f. If RENTER violates any part of this AGREEMENT or reports false information to the City of Port Hueneme, the City of Port Hueneme may refuse RENTER further use of the FACILITY and RENTER shall forfeit a portion of or all of the rental fee and/or the deposit.