



City of Port Hueneme Recreation & Community Services Orvene S. Carpenter Community Center

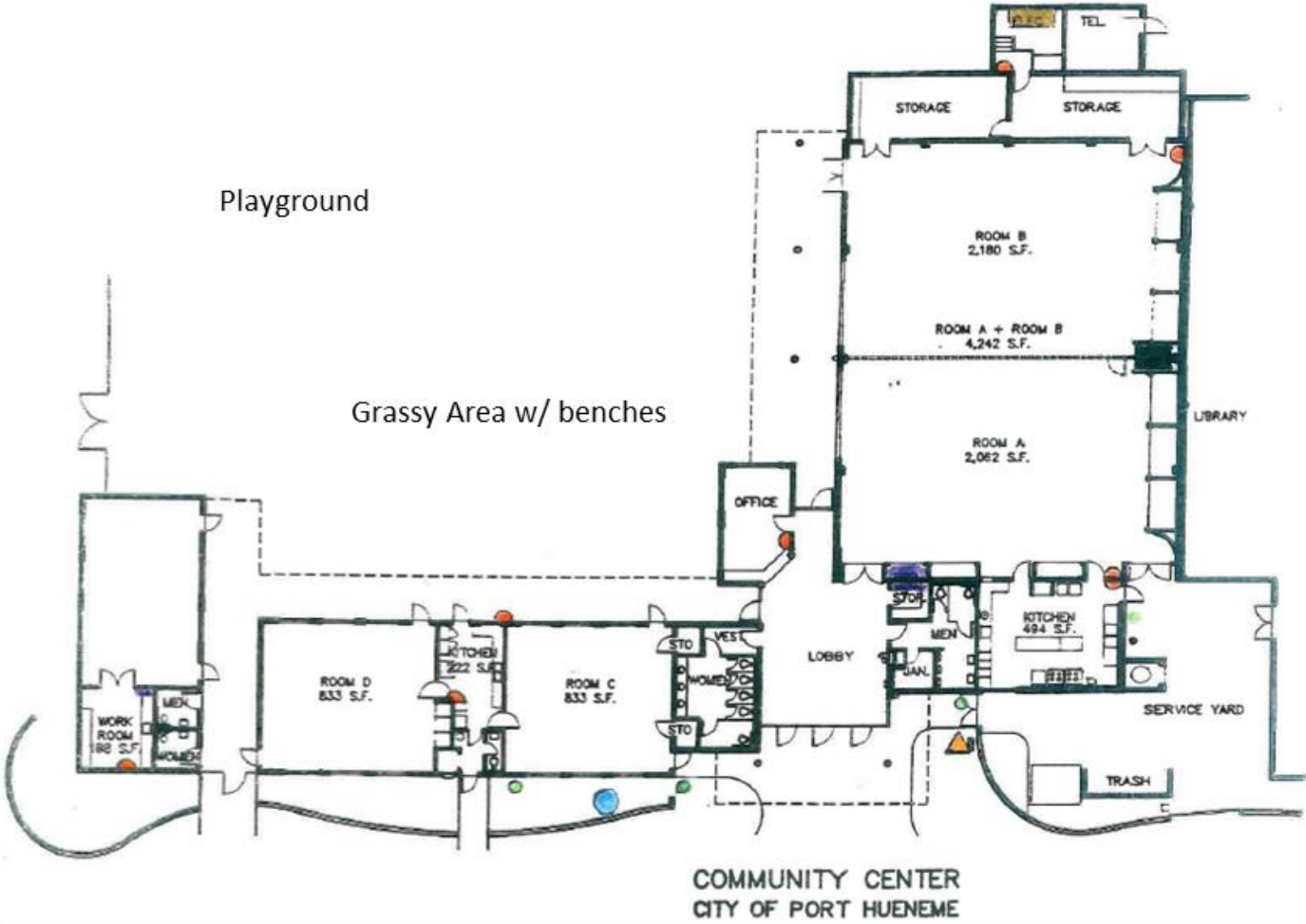
FACILITY USE POLICY

The Orvene S. Carpenter Community Center is a 7,500 square foot facility owned and operated by the City of Port Hueneme. In order to provide you with quality service and to ensure an enjoyable and safe event, please read the following information associated with the rental of the Orvene S. Carpenter Community Center.

TABLE OF CONTENTS

	Page Number
1. Facility Amenities.....	2
2. Hours of Operation.....	3
3. Definitions.....	3
4. Holidays.....	3
5. Facility Use.....	4
6. Facility Application Process.....	4
7. Security Deposits.....	5
8. Rates.....	6
9. Returned Checks Policy	7
10. Rate Schedule (Auditorium).....	8
11. Rate Schedule (Classrooms).....	9
12. Quick Glance of Fees.....	10
13. Cancellation Procedures.....	11
14. General Rules and Conditions.....	11
15. Set-Up / Decorating / Clean-Up.....	12
16. Alcohol Use.....	14
17. Security	15
18. Use of Candles and Other Open-Flame Devices.....	16
19. Parking.....	16
20. Equipment / Accessories.....	16
21. Damage.....	16
22. Indemnification.....	16
23. Insurance.....	17
24. Occupant Capacity.....	17
25. Interpretation of Policies.....	17
26. Miscellaneous.....	18

FACILITY AMENITIES



Room	Capacity
Auditorium (Room A & B) - (Banquet Style)	300
Auditorium (Room A & B) - (Lecture Style)	300
Class Room C - (Banquet Style)	40
Class Room C - (Lecture Style)	60
Class Room D - (Banquet Style)	40
Class Room D - (Lecture Style)	60

HOURS OF OPERATION

OFFICE HOURS

Monday – Friday: 8:30 a.m. to 5:00 p.m.

Saturday: CLOSED

Sunday: CLOSED

RENTAL HOURS

Monday – Thursday: 8:30 a.m. to 7:00 p.m.

Saturdays: 8:00 a.m. to 12:00 a.m. (midnight)

- a) Entertainment and sound amplification must end by 11:00 p.m. or one hour prior to ending time.
- b) Facilities must be cleared of all users by 12:00am (midnight).

DEFINITIONS

Applicant/Renter - An individual (18 years of age or older) or organization, that submits a completed Facility Use Application and required deposit to use a the Orvene S. Carpenter facility pursuant to the terms of this Use Policy. The date requested by the applicant will be held provided that all terms and conditions of this policy are met.

Non-Profit - An organization that is a 501(C)(3) organization indicating status as a non-profit on their Articles of Incorporation. A copy of their articles of incorporation shall be submitted as a condition of an organization receiving classification in this group. Organizations must be in good standing with all state and federal agencies.

School District - Any school-based clubs, boosters, social, or sports groups. Groups must provide a letter from their school identifying the group as an official school group.

Facility Manager - The Community Services Manager assigned to the Orvene S. Community Center.

General Meeting - A meeting open to the membership of the organization. This general meeting is for the sole purpose of conducting official business for the organization, not to include outside factors such as caterers, vendors, entertainment, or any type of outside businesses.

Government Agencies – Includes the following agencies: City agencies, County agencies, districts, and authorities; State of California departments, multi-city organizations, and Joint Powers Authorities to which the City belongs, federal agencies, and, Police Departments, when acting in an official capacity.

Weekend – Refers to Saturday and Sunday.

HOLIDAYS

The facility will be closed on the following observed holidays: New Year's Day, Day, Martin Luther King Jr. Birthday, Presidents' Day, Cesar Chavez, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day/Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.

FACILITY USE

- a) Weekend use of the Auditorium is a minimum four (4) hour rental period with a maximum eight (8) hour period. The outdoor grassy area and playground use is available with the rental of any room. A complimentary three (3) hour event set-up time from 4:00pm – 7:00pm is included with the reservation the day before (Friday) and one (1) hour before the scheduled event start time.

FACILITY APPLICATION PROCESS

- a) All Facility Use Applications for the auditorium must be completed at least forty-five (45) days prior to requested date of use in order to schedule required staffing elements.
- b) Reservations made less than forty-five (45) days in advance of the date requested will be accepted only if the facility and required staffing elements are readily available.
- c) All applicable fees must be paid at the time of completing a facility contract if scheduled sixty (60) days or less from requested date. Fees paid are subject to cancellation policy.
- d) A facility reservation must be made in person by the applicant on a “first come first served basis” at the Orvene S. Carpenter Community Center. Reservations will NOT be taken over the telephone or by email.
- e) 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.
- f) The application rate (\$32) and security deposit (\$500) must be paid at the same time the application is submitted.
- g) Community Center rental rates are established by the Port Hueneme City Council in accordance with Resolution 3861. Complete payment for the reservation must be made thirty (30) days for week day events and sixty **(60) days for a weekend event** prior to the date requested on the application.
- h) A FACILITY is not considered rented until the RENTER submits to AGENCY a signed AGREEMENT, application fee, and security deposit.
- i) The signatory of this AGREEMENT must be an approved representative of the RENTER and at least eighteen (18) years of age if alcohol will not be served, or at least twenty-one (21) years of age if alcohol is served. By signing the AGREEMENT, RENTER confirms he/she has the authority to sign this AGREEMENT on behalf of RENTER and will take full responsibility during the event.
- j) The application fee is non-refundable and will not be credited to the rental rates.
- k) The application fee will not be refunded if the application is denied.

- l) The security deposit will not be refunded if RENTER cancels the application unless acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, City emergencies that cause facilities to open as emergency shelters, governmental acts or omissions, changes in laws or regulations, national strikes, fires, or explosion.
- m) The City reserves the right to deny any application, as they deem necessary for the protection of public health, safety, and welfare of the patrons and facilities.
- n) Applications may also be denied for the following reasons:
 - a. The Applicant has previously used the facility and failed to comply with applicable rules and conditions, or due to damage or lack of cleaning, and did not receive all or partial of its cleaning/alcohol deposit back.
 - b. The Applicant has twice before cancelled a scheduled event in the facility without prior notice.
- o) RENTER shall provide AGENCY with a single contact to serve as the representative for RENTER's activities.
- p) FACILITY shall be used for the purpose stated in this AGREEMENT. No other use will be permitted.
- q) RENTER shall not use AGENCY's name to suggest endorsement or sponsorship of the event without prior written approval of AGENCY. RENTER's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
- r) RENTER shall not permit any AGENCY officers, employees, or agents to visit the event described in this AGREEMENT.
- s) Under no circumstances shall RENTER sublease or allow any other organization or individual to use the FACILITY for the period for which RENTER has contracted.

***Signature Required– RENTER has read, understands, and agrees to ALL items under this section.**

SECURITY DEPOSITS

- a) Security deposit amounts are outlined in the approved rate schedule and does not go towards the balance of the reservation.
- b) The Community Services and Recreation Programs Manager reserves the right to increase security deposit requirements at their discretion.
- c) Extra facility uses 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.
- f) Security deposit will not be returned if RENTER cancels the reservation or if RENTER fails to pay the remaining balance before the due date schedule.

***Signature Required– RENTER has read, understands, and agrees to ALL items under this section.**

RATES

- a) Basic facility rental rates are calculated in minimum one-half hour increments.
- b) Class Room 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; use of kitchen; tables and chairs; stage, four hours of set up and decorating time; facilities supervision; parking; security guards; special event liability insurance; and permit to serve alcohol if alcohol service is requested.
- f) To reserve a date, the security deposit and application fee must be paid in full.
- g) **A second payment of 25% must be paid on or before forty-five (45) days after the application date. Failure to do so, could result in loss of reservation date and deposit will NOT be refunded.**
- h) **The remaining facility rental balance must be paid:**
 - a. Thirty (30) days prior to the reservation date for weekday rentals.
 - b. Sixty (60) days prior to the reservation date for weekend rentals.
- i) Credit cards, personal check, Cashier's Check, or Money Orders are acceptable methods of payment sixty (60) days or more prior to reservation. Rental fees paid fifty-nine (59) days or less, may not be made by personal check and must be paid by card, cashier's check, or Money Orders. Checks must be made payable to "CITY OF PORT HUENEME.

- j) The Orvene S. Carpenter Community Center does NOT accept cash payments at any time for any event or program.
- k) A Recreation staff member will make two (2) written attempts and two (2) phone calls to collect payment on remaining balances at least two weeks before it is due. Failure to respond or pay balance by the due date, will automatically cancel the reservation and RENTER will forfeit their security deposit.
- l) 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.
- m) All Port Hueneme City sponsored events are exempt from paying rates. Outside City or Government Agencies will be subjected to the "Non-Profit" rate schedule.

***Signature Required– RENTER has read, understands, and agrees to ALL items under this section.**

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.
- b) RENTERS whose checks have been returned by the bank will no longer be allowed to make payments by personal check and must pay by Card, Cashier's Check, or Money Orders.
- c) Returned checks will be considered as non-payment of rates and the RENTER may lose the reserved dates to another RENTER.

RATE SCHEDULE FOR AUDITORIUM RENTAL

Individual Applicant (Private)

AUDITORIUM – Whole Unit - Maximum Capacity: 300

Available on Saturdays only, no more than eight (8) hours party time

Security Deposit of \$500.00, Application Fee of \$32.00, plus 25% of the rental fee is required within the first 45 days after application date.

Special Events Serving Food & Alcohol

\$441.00 per hour includes:

- Auditorium
- Facility Attendant
- Large Kitchen
- Security Guards (6)
- Tables & Chairs
- Set-up & Decorating Time (4 hrs)
- Stage
- Permit To Serve Alcohol
- Special Event Liability Insurance

**Special Events Serving Food
(NO Alcohol Allowed)**

\$354.00 per hour includes:

- Auditorium
- Facility Attendant
- Large Kitchen
- Security Guards (4)
- Tables & Chairs
- Set-up & Decorating Time (4 hrs)
- Stage
- Special Event Liability Insurance

Seminar Events Only

(NO catered food-Light refreshments only)

General Liability Insurance may be required at an additional cost.

\$144.00 per hour includes:

- Auditorium
- Facility Attendant
- Chairs
- Set-up Time (1hr)
- Stage

RATE SCHEDULE FOR AUDITORIUM RENTAL

Non-Profit Applicant

AUDITORIUM – Whole Unit - Maximum Capacity: 300

Available on Saturdays only, no more than eight (8) hours party time

Security Deposit of \$500.00, Application Fee of \$32.00, plus 25% of the rental fee is required within the first 45 days after application date.

Special Events Serving Food & Alcohol

\$250.00 per hour includes:

- Auditorium
- Facility Attendant
- Large Kitchen
- Security Guards (6)
- Tables & Chairs
- Set-up & Decorating Time (4 hrs)
- Stage
- Permit To Serve Alcohol
- Special Event Liability Insurance

Special Events Serving Food
(NO Alcohol Allowed)

\$195.00 per hour includes:

- Auditorium
- Facility Attendant
- Large Kitchen
- Security Guards (4)
- Tables & Chairs
- Set-up & Decorating Time (4 hrs)
- Stage
- Special Event Liability Insurance

Seminar Events Only
(NO catered food-Light refreshments only) – No kitchen use

General Liability Insurance may be required at an additional cost.

\$60.00 per hour includes:

- Auditorium
- Facility Attendant
- Chairs
- Set-up Time (2hr)
- Stage

RATE SCHEDULE FOR CLASSROOM RENTAL
Individual Applicant (Private)

CLASSROOM Maximum Capacity: 50

Security Deposit of \$250.00, Application Fee of \$32.00, plus 25% of the rental fee is required within the first 45 days after application date.

Meeting/Seminar During Regular Business Hours 8:30am to 5:00pm

\$26.00 per hour includes:

- Classroom
- Facility Attendant
- Tables & Chairs (as needed)

Meeting/Seminar After Regular Business Hours – After 5:00pm or on the Weekend

\$43.00 per hour with 2-hour minimum includes:

- Classroom
- Facility Attendant
- Tables & Chairs (as needed)

RATE SCHEDULE FOR CLASSROOM RENTAL
Rate Schedule for Non-Profit Applicant

CLASSROOM Maximum Capacity: 50

Security Deposit of \$250.00, Application Fee of \$32.00, plus 25% of the rental fee is required within the first 45 days after application date.

Meeting/Seminar During Regular Business Hours 8:30am to 5:00pm

\$16.00 per hour includes:

- Classroom
- Facility Attendant
- Tables & Chairs (as needed)

Meeting/Seminar After Regular Business Hours – After 5:00pm or on the Weekend

\$32.00 per hour with 2-hour minimum includes:

- Classroom
- Facility Attendant
- Tables & Chairs (as needed)

“QUICK GLANCE” ESTIMATE
AUDITORIUM – INDIVIDUAL – PRIVATE PARTY

NO ALCOHOL \$354.00 PER HOUR

- 4hrs \$1,416. 00 / 25%= \$354
- 5hrs: \$1,770.00 / 25%= \$443
- 6hrs: \$2,124.00 / 25%= \$531
- 7hrs: \$2,478.00 / 25%= \$620
- 8hrs: \$2,832.00 / 25%= \$708

SERVING ALCOHOL \$441.00 PER HOUR

- 4hrs \$1,764. 00 / 25%= \$441
- 5hrs: \$2,205. 00 / 25%= \$552
- 6hrs: \$2,646. 00 / 25%= \$662
- 7hrs: \$3,087. 00 / 25%= \$772
- 8hrs: \$3,528. 00 / 25%= \$882

AUDITORIUM – NON-PROFIT

NO ALCOHOL \$195.00 PER HOUR

- 4hrs \$ 780. 00 / 25%= \$195
- 5hrs: \$ 975. 00 / 25%= \$244
- 6hrs: \$1,170. 00 / 25%= \$293
- 7hrs: \$1,365. 00 / 25%= \$342
- 8hrs: \$1,560. 00 / 25%= \$390

SERVING ALCOHOL \$250.00 PER HOUR

- 4hrs \$1,000. 00 / 25%= \$250
- 5hrs: \$1,250. 00 / 25%= \$313
- 6hrs: \$1,500. 00 / 25%= \$375
- 7hrs: \$1,750. 00 / 25%= \$438
- 8hrs: \$2,000. 00 / 25%= \$500

AUDITORIUM – SEMINAR EVENTS ONLY – (NO catered food-Light refreshments only)

- PRIVATE: \$144.00 PER HOUR
- NON-PROFIT: \$ 60.00 PER HOUR

CANCELLATION PROCEDURES

- a) Applicant is responsible for notifying the Recreation & Community Services Department, in writing by completing a cancellation form by the person who made the initial reservation. **NO ACCEPTIONS!**
- b) The City will not be liable to applicant for any outside costs incurred due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, City emergencies that cause facilities to open as emergency shelters, governmental acts or omissions, changes in laws or regulations, national strikes, fires, or explosion. If a facility rental is cancelled for any of the above reasons, applicant will receive a full refund on any facility rental fees paid.
- c) Security deposits are **NON-REFUNDABLE** if cancellation has been made or failure to make payments by the scheduled due date which would cause the reservation to be canceled.

***Signature Required– RENTER has read, understands, and agrees to ALL items under this section.**

GENERAL TERMS AND CONDITIONS

- a) Applications must be completed by an adult who will be in attendance and in charge of the event.
- 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 due to a scheduling conflict or without prior notice in the event of an emergency closure of the facility. In the event of a cancellation by the city, 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 will be 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 if requested date for the event falls on/or weekend of these 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. For Sundays, please check availability.
- 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) Under no circumstances will City property be removed from the facilities.
- k) Floors may not be treated in any way so as to improve or modify the characteristics for dancing or other activities.
- l) RENTER shall act or designate one person to act as coordinator. Staff will complete all arrangements solely with the individual so appointed.
- m) Applications must contain complete information. Staff will not be required to supply facilities, equipment, or services not called for in the application.
- n) Shoes and shirts must be worn in and around the facility at all times.**
- o) Control of lights, keys, locks, locking doors, A/C Units, and window coverings will be attended to by the facility staff. RENTERS will consult the staff on duty in regards to their needs.

***Signature Required– RENTER has read, understands, and agrees to ALL items under this section.**

SET-UP / DECORATING/ CLEAN-UP

- a) Decorations other than table decorations require advance written approval from the facility management. **The use of glitter or confetti is not allowed and will result in extra cleanup charges.**
- b) Candles, torches, batons, or any other open flame devices are not permitted.**
- c) Excessive Cleaning Fee will apply with unauthorized use of glitter or confetti and will be deducted from deposit.
- d) No glass permitted! This includes, flower vases, bottles, drinking glasses, or any other dinnerware or table settings is to be used in table setting. NO EXCEPTIONS.**
- e) Fog machines are **not** permitted.

- f) City equipment may not be moved, rearranged, or altered for purposes other than its intended use. City equipment shall not be removed from any facility.
- g) 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.
- h) Supplies and items may not be dropped off and vendors may not utilize the facility until the paid contracted time or during allotted set-up time. **RENTER** shall discuss with vendors time constraints for preparations/cleaning in order to determine sufficient time is reserved and available.
- i) Decorations must conform to all City Fire Code regulations. Decorations must be fireproof. Patio decorations, tents, draping, or other equipment are not allowed.
- j) Decorations must not be displayed or installed in such a manner that would damage or deface furniture, fixtures, or structure of the facility. The use of duct tape, nails, staples, or other sharp materials or instruments is NOT permitted.
- k) Any non-City owned personal or rental items brought in for use by the RENTER must be removed prior to the contracted time. Any items left behind are subject to immediate disposal.
- l) Clean-up must be completed within the approved reservation time. Any time that extends beyond the reserved hours the security deposit will be subjected to be withheld.
- m) Prior to the end of the reservation period, the RENTER is to remove from the facilities all property, goods, and items belonging to RENTER and participants or caused by RENTER and participants to be brought into the facilities. If such property is not removed, it will be disposed of at the City's discretion.
- n) RENTER, caterers, bands, transportation of rental equipment, 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.
- o) RENTER shall not install nails, hooks, tacks, screws, poles, stakes or other forms of permanent fasteners into any part of the FACILITY and shall not make or allow to be made any alterations of any kind therein.
- p) 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.

- q) 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.
- r) Entertainment and sound amplification must end by 11:00 p.m. or one hour prior to ending time.
- s) The sliding glass door must be closed by 8:00pm to follow city noise ordinance.
- t) Drones are **not** permitted.
- u) Additional set-up and/or decorating hours must be scheduled at least 7 days prior to the event at an additional cost of \$25 per hour. Must be scheduled and paid at least two (2) week before.
- v) Excessive cleaning fees in the amount of \$25per hour will apply if the rented space is not left in the same condition as it appeared upon arrival.

***Signature Required– RENTER has read, understands, and agrees to ALL items under this section.**

ALCOHOL USE

- a) Approval to serve alcohol must be obtained from the Recreation and Community Services Division by signing an alcohol agreement.
- b) If alcohol is approved, a permit will be issued by the Recreation and Community Services Division.
- c) The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law and City Ordinances.
- d) Violation of the conditions of the alcohol service permit, or the presence of alcohol in the facilities without a permit, will result forfeiture of security deposit.
- e) No alcohol shall be served to minors (under 21 years of age). Alcohol consumed by a minor is a violation of the alcohol permit. Injuries caused to a person as a result of alcoholic beverages being served to, or consumed by, a minor on City premises, arising off the City premises, or as a result of alcohol being available on City's premises, shall be the sole responsibility of the Applicant. **The Applicant's failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately, with forfeiture of the refundable security deposit.**
- f) 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.

- g) Alcohol permits will be revoked with no rental or security deposit will be refunded if alcohol service is not being handled in a responsible manner, or if unruly behavior associated with alcohol is observed.
- h) It is illegal for a private party to sell alcohol on their own. NO EXCEPTIONS.
- i) City-contracted Security Guard(s) are required to be present at all events where alcohol is served. Cost of the security is included in the reservation fee.
- j) Serving of any alcoholic beverages MUST END ONE (1) HOUR BEFORE the event concludes with the last hour of scheduled reservation time dedicated to cleaning. For example, if your reservation is until midnight, the event must conclude by 11:00p to give one hour for cleaning, which means alcohol must not be served after 10pm.
- k) Alcohol must be distributed in individual servings (clear plastic cups) from behind the counter through the serving window in the kitchen or in a fully-enclosed bar with no access from any guests besides the bartender. A server or bartender must monitor the bar at all times. No glass or cans can leave the kitchen area or enclosed bar.
- l) Tip jars or monetary transactions are not permitted during any event. **NO** cash, Zelle, venmo ect.
- m) There will be NO drinking directly from alcohol bottles or cans. Champagne bottles must be opened only in the kitchen and poured into plastic cups or plastic flutes.

***Signature Required– RENTER has read, understands, and agrees to ALL items under this section.**

SECURITY

- a) Security guards are hired and contracted by the City for events held in the auditorium. The rates are included in the rate schedule.
 - a. Four (4) security guard for events with NO ALCOHOL SERVED.
 - b. Six (6) security guards for events SERVING ALCOHOL.
- b) 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.

***Signature Required– RENTER has read, understands, and agrees to ALL items under this section.**

USE OF CANDLES AND OTHER OPEN-FLAME DEVICES

- a) Fire/Open Flame use is **strictly** prohibited
- b) Sterno heaters for food warming are allowed with **prior** permission.
- c) **Sterno's must be placed under a chafing dish on a table with no guests seated at the table. Propane containers (or similar Class I and II liquid fuels) are prohibited inside City facilities at all times.**
- d) Barbecuing will NOT be permitted outside City facilities without prior written approval from the Facility Supervisor or designee. If determined to be approved, any outdoor cooking shall only be done in areas specifically designated for such type of cooking.

PARKING

- a) Parking is provided as part of the basic rental rates either in the designated parking lot.
- b) No parking is permitted in loading area. Loading area must remain clear of vehicles.**

EQUIPMENT / ACCESSORIES

- a) RENTER shall not remove, relocate, or take AGENCY property outside of the FACILITY for any reason without the prior written approval of AGENCY.
- b) RENTER shall not use AGENCY equipment, tools, or furnishings located in or about the FACILITY without the prior written approval of AGENCY.
- 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 their own cost, may bring these systems into the FACILITY for their use.
- e) RENTER shall secure the approval of AGENCY 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 AGENCY.

DAMAGE

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

INDEMNIFICATION

- a) 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.

INSURANCE

- a) RENTERS are required to hold Special Event Insurance that is provided 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.
- c) 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.
- d) 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.
- e) 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

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.

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.

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 AGENCY's decision with respect to this AGREEMENT may appeal to AGENCY in writing no later than five (5) days after AGENCY's decision has been communicated to the aggrieved party.
- h) If any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i) 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.

I, the RENTER, certify that I have read, understand and agree to abide by all rules and regulations governing the use of the Orvene S. Carpenter Community Center and the terms of this agreement. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I accept responsibility for any damages or loss to equipment or to the facility that occur in association with my use of the facility. I understand it is my responsibility to inform all outside vendors that they must also conform to this set of guidelines.

Signature: _____

Print Name: _____

Date: _____