

## **FACILITY USE AGREEMENT**

### **Policy Statement:**

City of Newport Beach (City) facilities, which include parks, playing fields, gymnasiums, community rooms and swimming pools, are available to the public for civic, social, educational, athletic, cultural activities and limited commercial use. It is the intent of this agreement to provide use regulations and application and scheduling procedures to accommodate groups that wish to use City facilities.

A facility use permit, which authorizes the rental of facilities, may be revoked for violation of these policies.

Agreements and permits shall not be transferred, assigned, or sub-let.

### **RESERVATIONS/PROCEDURES**

1. Applications to use the City facilities must be made on forms provided by the Recreation and Senior Services Department (Department). Applicants must provide all information as may be required by the Department to assure compliance with the requirements and regulations of this agreement.

2. Applicants will be required to pay a security deposit in an amount that will promote use of the Recreation and Senior Services facilities in an orderly manner without damage to the facilities. Security deposits will be refunded upon inspection of facilities and confirmation that no property damage has occurred or additional clean up is required.

3. Applicants acknowledge that neither the City nor the Department assumes any liability for any injury or loss or damage of personal property. When it is deemed to be in the best interest of the general public, the City of Newport Beach will require the renter to furnish a Certificate of Insurance naming the City as additionally insured. The amount of the insurance shall not be less than \$1,000,000 per occurrence of commercial general liability insurance. Prior to the use of the facility, the application must have approval of the Recreation and Senior Services Director or designated representative.

4. Approval or denial of a reservation request will be provided within five working days of receipt of a completed application.

5. Reservations for use of Department facilities may be made up to six months in advance, but no later than ten working days before the event with the exception of park reservations which may be made no later than five working days before the event.

6. A permit shall not be transferred, assigned or sublet. All contracts will be issued for specific facilities and for specific hours, and the premises must be vacated as scheduled.

7. The reservation request and rental agreement must be completed and signed by an adult age 21 and over who will attend, supervise and be responsible for the entire event or activities. Proof of residency is required at the time of application in order to receive the resident rate. Proof of non-profit status is required at the time of application in order to receive the non-profit rate.

8. This Facility Use Agreement and permit, which authorizes the rental of facilities, may be revoked for violation of any rental policies.

## **REGULATIONS AND RESTRICTIONS:**

All uses of Department facilities will be subject to the following regulations and restrictions:

### **A. Use of Alcohol**

1. Alcoholic beverages are prohibited and shall not be permitted in or on any municipal facilities operated by the Department, except beer and wine may be served for special occasions at the OASIS Senior Center, Newport Theatre Arts Center (NTAC), and Newport Coast Community Center (NCCC) when done in compliance with State of California Department of Alcoholic Beverage Control (ABC) regulations and approved in writing by the Recreation and Senior Services Director. Approval to serve beer and wine shall not be deemed to approve service of alcohol in violation of Section 25604 of the Business and Professions Code. The Recreation and Senior Services Director will require the permittee to pay City costs to provide additional security when alcohol is served.

2. The use of alcoholic beverages is by written permission only and must be requested at the time the facility use request is submitted. The Department reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law and these guidelines. "Alcohol use" means the presence of any beverage that contains any amount of alcohol.

3. Alcohol is not allowed when an event is designated for minors such as school age award programs, birthday parties and/or receptions.

4. When alcohol is served, there shall be a minimum of two security guards present at the facility at all times. The guards must arrive 30 minutes before guest arrival time and remain until the contract end time. One guard must be positioned at the entrance of the event and one guard positioned in the event area. The parking lot must be monitored every 30 minutes. The security guards shall have the authority to enforce all rules and regulations governing facility rentals. In the event that the Police are called, the cost of their services shall be deducted from the applicant's security deposit. The applicant will be billed for any costs exceeding the security deposit.

5. No alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises, shall be the sole responsibility of the organization or individual renting the facility.

6. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the ABC. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.

7. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the Department or to a minor the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.

8. The City shall require the applicant to carry general liability insurance when alcohol is available, but not sold. The City shall require a full liquor liability premium in addition to general liability insurance when alcohol is sold in exchange for money. The cost of the required liability insurance shall be borne by the applicant.

**B.** Smoking is prohibited in all City facilities including restrooms and within 100 feet of all public buildings and parks.

**C.** For all indoor facility rentals involving youth, 17 years and under, there shall be at least one adult for every 20 minors, or increments thereof, in attendance, who shall remain in the facility for the duration of the activity.

- D.** No group's activities shall interfere with the administration of the Department.
- E.** Non-profit 501 (c) (3) groups may use the facility for fundraising activities and charge entrance fees and collect donations provided that a detailed plan of the event, including the expenses, marketing plan and procedure for collecting fees, is submitted with the rental application.
- F.** Facilities and equipment are to be left in the same condition as they were prior to the rental. The permittee is responsible to pay for any damage to property or loss of property. A fee equal to total replacement cost will be charged. It shall be the responsibility of the permittee to see that unauthorized portions of the facility are not used. Continued or repeated use of City facilities will be contingent upon care of the facility, property and equipment, and observance of all approved rules and regulations.
- G.** No gambling of any kind shall be conducted on, or in, City facilities, and the permittee shall insure that no disorderly or illegal conduct shall be allowed in any facility.
- H.** The use of public address equipment will be limited to that provided by the facility, unless written approval has been secured by the Department through a Special Event Permit.
- I.** Private groups wishing to collect fees, donations or admission charges, or those using the facility to market a product, give a presentation, or advertise their business, will be considered commercial users.
- J.** The posted occupancy of City facilities shall not be exceeded.
- K.** Storage space will not be granted at anytime.
- L.** Facilities are not available for reservations on the following holidays: Christmas Eve, Christmas Day, Easter, President's Day, Independence Day, Labor Day, Martin Luther King Day, Memorial Day, New Year's Eve, New Year's Day, Thanksgiving and Veteran's Day.
- M.** All persons using the facilities shall observe and obey regulations of this policy, the rules of the Department and all applicable City, State and Federal laws, rules and regulations.
- N.** Vehicles are not permitted on park grass or fields. Parking is permitted in designated spaces.
- O.** Minors must remain in the rented facility room and shall not be allowed to roam.
- P.** Any intended use of outside vendors such as bounce houses, entertainment and caterers must be disclosed in the application and if permitted shall comply with insurance procedures as outlined in City Council Policy B-13.
1. All vendors providing catering or event services such as but not limited to DJ, lighting, sound technicians, florists, entertainment, party rentals, photographers, etc. must have a current City of Newport Beach business license on file. A reduced rate is available for businesses that do just one event per calendar year within the City. For more information, contact our Revenue Division customer service line at (949) 644-3141.
  2. All vendors must show proof of General Liability insurance for at least \$1,000,000 along with Worker's Compensation to cover employees. Copies must be submitted prior to the rental date.
- Q.** Facilities shall not be used for purposes of advancing any doctrine or theory subversive under the Constitution of the United States.

**R. Candles are permitted under the following conditions:**

- a. Applicants must complete an application and pay a \$57 permit fee.
- b. Candles must be in a container which is secured to a base (i.e. use double-sided tape and stick it on top of a mirror).
- c. Candle arrangements must be approved by the City of Newport Beach's Fire Prevention Department. Call (949) 644-3106 to make an appointment.

**FEES, DEPOSITS AND CANCELLATION PROCEDURES:**

Fees may be charged for the use of City facilities and shall be established and periodically adjusted and approved by the City Council. Fees are imposed to cover overhead, processing, deposits, maintenance and replacement costs for application and scheduling and maintenance of the facilities.

**A.** A security deposit will be required for all room rentals. All or a portion of the deposit may be retained by the Department after inspection of the facility by the Recreation and Senior Services Director or a designated representative and a determination that the facility has not been left clean and/or in good repair.

**B.** A separate additional cleaning fee will be charged for rental of the OASIS Event Center.

**C.** No fee or deposit shall be charged for use of City facilities by the City of Newport Beach, or events co-sponsored by the City of Newport Beach or its departments, with the exception of set-up charges.

**D.** Cancellations for any facility other than the OASIS Event Center, Newport Coast Community Center and Community Youth Center may occur seventy-two hours prior to the scheduled use of facilities without forfeiting fees collected by the City, with exception of a City service refund processing fee. Cancellations with less than seventy-two hours notice will be charged a cancellation fee established by resolution of the City Council. In the event of cancellation by the City, notice will be given as far in advance of the scheduled use as possible.

**E.** Cancellation of rentals by users for the OASIS Event Center, Newport Coast Community Center and Community Youth Center, which occur less than thirty days prior to the scheduled use of the facility will be charged 25% of the rental fee. Cancellations with less than seventy-two hours notice will be charged the entire rental fee.

**Event Supervision:**

1. City employees will be assigned to rental activities and shall have complete authority over the facility, all equipment, participants and activities, including the authority to request changes in activities or cessation of activities.
2. The applicant must be present during the entire rental period and must be available to review both a pre-activity and post-activity checklist with a City employee. The only exception to this rule is when an honoree (i.e. bride and groom) is the applicant. In this case, the applicant must designate another attendee to review the checklists at the time that the room set up is submitted.

**Available Equipment and Set Up:**

1. Rental of facilities includes all tables and chairs as requested. A set up diagram is due no less than twenty working days prior to the event for the large banquet rooms at the OASIS Event Center, Newport Coast Community Center and the Community Youth Center.
2. A fee will be charged for the use of the City's amplified sound equipment according to the fee schedule for each particular facility.
3. Staff is not permitted to move any equipment/furnishings supplied by the applicant.
4. Due to limited space, storage of rental equipment will not be permitted.
5. Applicant may not bring in any equipment that cannot be easily carried or rolled into the facility. Equipment cannot be dragged across the floor.

**Food and Beverages:**

1. Stains from food and beverages that require professional cleaning, which will result in additional expense to the City, will be charged directly to the applicant.
2. Tubs used to hold drinks must be kept in the kitchen or on a table with towels surrounding the tub to absorb condensation. Tubs shall not be placed on the floor in the event room.

**Facility Clean Up Procedures:**

1. All decorations and catering equipment must be removed and taken away and all trash must be placed in the trash cans.
2. The oven, stove, and refrigerator are available in certain facilities and must be cleaned by the renter.
3. All counter tops, sinks, refrigerator or freezer used must be cleared, thoroughly cleaned, rinsed and dried off.
4. Any food, beverages or any other items left in the facility will be disposed of.

"I have read the Facility Use Agreement in its entirety and understand that non-compliance may result in the cancellation of this reservation and/or non-return of security deposit fees."

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_