



## AGREEMENT FOR USE OF CITY PROPERTY

The undersigned, herein known as the applicant, understands and agrees that he or she or the organization that he/she represents shall assume all risks for loss, damage, liability, injury, cost or expenses that may occur during or as a result of the use or occupancy of any City Building; the applicant further agrees that in consideration of permission to use these City Facilities; he, she or the organization will save, defend and hold the City of Pismo Beach and/or their employees free and harmless from any loss, claims, liability or damages, and/or injuries to persons and property that in any way may be caused by the applicant's use or occupancy. The applicant further certifies that he/she has read the attached Facilities Use Policies and agrees to abide by them. The applicant understands and agrees that any misstatements or omissions of actual fact herein may cause forfeiture of deposits. Deposits are refundable if no damage occurs, all policies followed, and the facility was left in good order. The applicant agrees that he/she will not discriminate on the basis of race, color, religion, sex, age or disability.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### FOR OFFICE USE ONLY

**Rental hours:**

\_\_\_\_\_ @ \$\_\_\_\_\_ per hr

**Insurance Fee:**

\$85 >100 people  
 \$116 for 100-400 people  
 (add \$60 if alcohol is served)

\_\_\_\_\_ Deposit Received \$\_\_\_\_\_ Date\_\_\_\_\_ Ck#\_\_\_\_\_

\$176 Payment Received \$\_\_\_\_\_ Date\_\_\_\_\_ Ck#\_\_\_\_\_

**Custodial Fee:** \$120

\$120 Payment Received \$\_\_\_\_\_ Date\_\_\_\_\_ Ck#\_\_\_\_\_

**Attendant hours:** \$21 per hr

1231

**Security Guards:**

# needed 2 @ \$ 35 per hr

\_\_\_\_\_

Miscellaneous Fee

\_\_\_\_\_

**TOTAL**

\$ \_\_\_\_\_

Application Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

### REFUND INFORMATION:

Description \_\_\_\_\_ Account # \_\_\_\_\_ \$ \_\_\_\_\_

Description \_\_\_\_\_ Account # \_\_\_\_\_ \$ \_\_\_\_\_

Description \_\_\_\_\_ Account# \_\_\_\_\_ \$ \_\_\_\_\_

**Total Refund to Applicant** \$ \_\_\_\_\_

Signature \_\_\_\_\_

DATE \_\_\_\_\_

## **RENTER'S RESPONSIBILITIES**

(This form must be turned in with your application)

Please assign someone in your group to oversee that the following is done before leaving the Hall. If these items are not completed, a deduction in your deposit is likely to occur. Thank you for keeping the hall a nice place for all users.

1. Clean all tables and chairs of food and spills. Properly return them to storage closet.
2. Clean all gum, spills, wet spots, etc. from floors.
3. Clean kitchen area, if used – wipe all counters, sinks and stoves.
4. Remove all food from refrigerator/freezer (including ice).
5. Coffee pot, if used, must be cleaned and put back in storage area.
6. BBQ, if used, must be cleaned and ready for next use.
7. Place all trash in garbage cans with liners. If additional space is needed empty cans into the large dumpster.
8. Pick up all trash inside & outside that was left by your group.

### **PLEASE NOTE:**

Out of consideration for the next group clean up must be done immediately following your event, within the time specified on your contract, and not the next day. If not, there will be a deduction from your deposit. Thank you!

The applicant certifies that he/she has read the above rules and agrees to abide by them.

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

## FACILITY USE POLICIES

The Veterans' Memorial Buildings are intended for the recreational use of residents of the City of Pismo Beach and Veterans. When not in use for City business, recreation programs, or Veterans functions, facilities may be used by local groups and individuals for social, cultural and recreational activities.

- A. Use of facilities shall not be granted when, for any reason as determined by the Recreation Division, such use may not be in the best interest of the Department or the City of Pismo Beach.
- B. The City of Pismo Beach is NOT responsible for accidents, injury or loss of individual property in its facilities.
- C. The individual or organization granted use of the facility shall be held responsible for reimbursing the City for any loss or damage to City property caused by use.
- D. No use of facilities shall be granted so as to constitute a monopoly for the benefit of any person or group. (No more than once every three months.)
- E. Permission for use of facility will be granted upon the condition that all rules governing use of facility will be followed. PERMISSION MAY BE REVOKED AT ANY TIME FOR FAILURE TO DO SO. These rules are subject to change by the City Council.

### PROCESS FOR FACILITY USE:

**Application:** Any person or group wishing to use a facility must fill out an application. If the schedule is clear for the date requested, staff will assign a category and estimate fees. No application will be accepted without a deposit.

**Availability:** Facilities are open for use on a scheduled basis beginning at 8:00 am daily. No event at the P.B. Vet's Hall shall be allowed beyond the 12:00 am deadline, or 10:00 pm for the S.B. Vet's Hall.

**Approval:** If the application for use is approved, it will be signed by staff and a copy given to the applicant.

#### **Reservation:**

- A. All approved reservations should be paid in full 30 days before use to allow for scheduling of staff and for checks to clear. Any balance unpaid 14-30 days prior to event must be paid in cash. Any event not paid in full 14 days prior to event will be canceled and the full deposit will be forfeited.
- B. Cancellations made more than 30 days prior to the scheduled date will be charged a \$25.00 fee. Any cancellation made less than 45 days prior will be charged a \$100.00 fee. The fee will be deducted from the deposit.
- C. Liability insurance is required and is available through the City. If providing your own insurance the applicant must provide Evidence of Liability Insurance coverage of a minimum of \$1 million, with the properly executed Endorsement.
- D. The City reserves the right to refuse to allow any activity that 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 applicant's race, color, national origin, gender or disability.
- E. The City reserves the right to cancel any applicant's reservation with a 14 day notice, due to scheduling conflict, or with no notice in case of emergency closure of the facility.

### SECURITY DEPOSITS:

- A. The security deposit in full is required prior to any application being accepted.
- B. City reserves the right to require additional security deposit at its discretion.
- C. Your security deposit may be refundable in full, or a portion thereof, depending on the condition of the facility following your rental. If repairs or additional janitorial service is necessary, any expenses will be deducted from your deposit. If your rental exceeds the time listed on your application, additional usage fees will also be deducted. The refund will be mailed approximately 2-3 weeks after the rental date.
- D. If alcohol is being served and any damage occurs to the facility or its contents (i.e. tables, chairs, window coverings, etc) there will be no refund of the deposit, even if the cost to repair is less than the deposit amount. Any expenses incurred in excess of the deposit will be billed to you and the balance will be due within 30 days.
- E. If City staff, including Parks, Recreation, Public Works, Fire and Police are dispatched to your event for any reason, you may be liable for the City's staffing expenses if you or your guests violate any of the policies listed within these attachments, fire/safety codes, or any local, State or Federal laws.
- F. If your function is shut down by City, Fire Department or Police Department staff for any reason, there will be no refund of unused rental time or deposit.

### PROMOTION:

- A. Any advertising or promotion done for any event to be held at a City facility must comply with all the laws and ordinances of the City of Pismo Beach, The County of San Luis Obispo, and the State of California.
- B. All applicants must obtain written permission by the City before any planned telecast recording of any event or activity at a City Facility.
- C. No written materials shall be placed in or about a City facility without written or verbal approval by the City.
- D. Any type of promotion initiated by an applicant before reservation confirmation in writing may result in loss of reservation and fees.

**STAFF:**

- A. Facility Attendant:
  - 1. An attendant will unlock and lock the buildings at the specified times & do a walk through before & after each event.
  - 2. An attendant will also be present throughout each event and the fee will be charged to the applicant.
- B. Security Guards:
  - 1. If Security Guards are necessary the city will arrange them for you. You will receive a copy of the contract.
  - 2. Minimum requirements for high-risk events are one security guard for each 100 guests. High-risk events include events for youth, wedding receptions and other social events with alcohol.
  - 3. The Recreation Division Supervisor and/or the Police Chief may use discretion in designating an increased/decreased number of security guards for any function, or eliminating the requirement for security guards.
  - 4. Any group with participants under the age of 18 may be required to have staff approved chaperons. There must be at least one adult for each twenty (20) minors.
  - 5. Security Guards are required to arrive 20 minutes prior to event time and stay until all guests have left the facility, with an exception of the clean-up crew.

**CONCESSIONS AND KITCHEN USE:**

- A. The City has the right to approve and regulate food and drink concessions.
- B. On-premise sales or solicitations during a rental (i.e.: programs, T-shirts, etc.) by groups D & E. must relate to the event and must be approved by the City.

**SET-UP AND CLEAN -UP:**

- A.
- B. All setup and clean up times will be scheduled through the City and charged at the hourly rate.
- C. Equipment must be reserved in advance. No equipment shall be removed from the facility without written permission from the Recreation Division.
- D. For decorating purposes the prohibited material include cellophane adhesives, nails, screws staples and adhesive tape. All materials must be fire proof or fire retardant.
- E. User groups are expected to perform basic cleanup of the facility as outlined on the Renters Responsibility form. Final clean up will be completed by the janitorial service contracted by the City and charged to the user.
- F. All live music must cease when the clean-up time begins.
- G. Any damage to the premises, furnishings or equipment by applicant or guest will be charged to the user.

**ALCOHOL:**

- A. Alcohol is prohibited for all youth functions.
- B. Anyone under the age of 21 is prohibited from serving alcohol.
- C. Alcohol may only be served or sold for a maximum of 5 hours for all private events.
- D. If alcohol is being **sold** a permit must be obtained by the Alcohol Beverage Control and the Pismo Beach Police Department. If alcohol is being **served only and you're having more than 100** people you must obtain a permit from the Pismo Beach Police Department only. Liability insurance, including liquor liability, must be provided pursuant to Rules for Facility Use, Section C above, for the sale or consumption of alcohol.
- E. Failure to comply with any of the above stated policies may result in cancellation and forfeiture of fees.
- F. If damage occurs to the facility or its contents you will lose your privilege to reserve any City facility in the future.

**FEES:**

- A. All City sponsored events are exempt from fee schedules, but will produce revenue on a percentage basis.
- B. Events hosted by City staff for the express purpose of education or professional development will be exempt from rental fees and catering policies.
- C. Any group, representing group D or E, who charge admission, solicit donations, collections, may be required to pay to the City 10% of their gross receipts or the scheduled rental fees, whichever amount is greater.

**SPECIAL CHARGES:**

- A. If false representation occurs and police/fire services are needed, then costs incurred by the City for such services shall be charged to the lessee and deducted from deposit.
- B. The City reserves the right to charge an additional per person fee when attendance at the event exceeds the number agreed upon by this contract.