



**City of San Marino
San Marino Center
Facility Use Agreement**

FACILITY USE AGREEMENT

It is the City of San Marino Recreation Department (the "City") desire that all patrons who periodically use the San Marino Center (the "Facility") are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

Name of Facility _____

Address/Area/Location of Facility _____

2. RENTER INFORMATION

Contact name _____ Organization _____

Tel.: Home _____ Work _____

Address, City, State, Zip _____

3. EVENT INFORMATION

Description of event _____ Will minors be present? Yes No

_____ Admission fee charged? Yes No

_____ Will there be music? Yes No

Date of event _____ Type of music _____

Estimated attendance _____ Will food be served? Yes No

Time event begins (incl. set up) _____ Will food be sold? Yes No

Time event ends (incl. clean up) _____ Will alcohol be served? Yes No

Open to the public? Yes No Will alcohol be sold? Yes No

These Rules and Conditions of Use (“Rules”) apply to the San Marino Center (“facility”) and govern use of and application to use the facility.

The Community Services Director or his/her designee shall review applications for a permit (“permit”) to use the facility based on the following criteria:

1. Satisfaction of the eligibility criteria.
2. Availability of the subject facility.
3. Compliance by the application with the Rules.
4. Compliance by the applicant, and persons affiliated with the applicant, with the Rules and applicable rules regulating and laws in connection with all other events held at a City facility within the 6 months prior to the date of the proposed event.

CONDITIONS OF USE

A. RESERVATIONS

1. Subject to availability, the San Marino Center can be rented daily from 4 p.m. to 11 p.m. The agreed contracted time includes set-up/tear-down. You must be out of the facility by the end time stated in the contract. Set up hours can be made available for an additional fee. Reservations can be made no earlier than six months in advance. Ongoing rentals (i.e. Community Groups must be renewed every six months).
2. Renters desirous of a Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
3. The renter shall not permit the occupancy of the facility to exceed the designated capacity. Failure to adhere to this requirement will result in a Fire Marshall inspection and possible closure of the event and misdemeanor citation.
4. A Facility is not considered rented until (1) Renter delivers to the City the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the [Agency]; and (2) the City in its sole discretion, approves such rental in writing.
5. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.

- 6. Renter shall provide the Community Services Director or his/her designee with a single contact who is to serve as the representative for Renter's activities.**
7. Renter shall be responsible for securing all required permits and licenses.
8. The facility shall be used for the purpose stated in this agreement and no other use will be permitted. No permit shall be transferred to another, or others, in whole or in part.
- 9. Renter shall not use the City of San Marino and/or Recreation Department to suggest endorsement or sponsorship of the event without prior written approval of the Community Services Director or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.**
- 10. Renter shall permit any City officers, employees, or agents to visit the event described in this agreement.**
- 11. 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. Renter is an independent contractor and not the agent or employee of the City.**
- 12. The City reserves the right to revoke any permit if the City determines that any information on the application is false or if the City issued the permit contrary to the Rules. The fees shall be refunded if the City revokes the permit due to the City's error. No refund shall be made if the permit is revoked as a result of the Permittee's misrepresentation.**

B. FEES

1. The City may require a rental fee and/or a deposit from Renter.
2. Payments may be made by check, cash, or money order. Final payments for the permit shall be made 30 days in advance for the proposed use of the facility. Failure to submit payment by the deadline will result in cancellation of the permit and forfeiture of any deposit or rental fees paid to the date as provided in the cancellation policy.
3. The City may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
4. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the City as a result of same and these fees shall be billed to Renter.

5. Cancellation of a rental or changing of a confirmed date more than 30 days before the reservation date will result in loss of all payments made to date of cancellation, unless the City can rebook the facility with a comparable rental (one of equal or greater size). In such case, the City will refund 75% of the Applicant's payment. Cancellation 30 days or less prior to any event will result in the loss of the entire deposit and all rental fees paid prior to the cancellation. All rental fees are payable thirty days prior to the event date.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the City, 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, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against 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 City's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the City, its officers, employees, and agents as additional insured prior to the rental date of the Facility. Renter shall file certificates of such insurance with the City, which shall be endorsed to provide thirty (30) days notice to the City 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 may deny access to the Facility.
3. 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's facilities and adjoining property to the Community Services Director or his/her designee, in writing and as soon as practicable.
4. Renter waives any right of recovery against the City, 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, its officers, employees, or agents.

5. **Renter waives any right of recovery against the City, 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, its officers, employees, or agents seek recovery against Renter.**
6. The renter must provide insurance through the San Marino Recreation Department from under the City's carrier to cover the event. The insurance fees for each event type are specified in the Fee Section of these Rules.
7. The Applicant agrees to defend, hold harmless and indemnify the City of San Marino including any and all officials, officers, and employees/and agents thereof against any and all demands, claims, and causes of action arising directly or indirectly out of the activity authorized by the permit including all costs and attorneys fees incurred in connection therewith.
8. Insurance premium fees are payable to the City of San Marino.
9. A claim reporting instruction sheet shall be provided to and used by the Applicant, if necessary.

D. SECURITY

1. The City, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through the City or a private security agency. **The City reserves the right to require San Marino Police Department to serve as security at the discretion of City staff.**
2. 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.

E. SET UP / CLEAN UP / DECORATIONS

1. 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.
2. 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.

3. 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.
4. Renter shall be responsible for all clean up 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.
5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the [Agency] Manager or his/her designee.
- 6. 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.**
7. No signs, lighted displays, announcements, furnishings, flags, banners, or other advertising displays may be placed in or on the building or grounds except by written approval of the Director of Recreation or the Recreation Coordinator. In decorating exits shall be kept clear of all obstructions. No rice, confetti, bird seed, or other such material may be thrown on the premises or parking lots.
8. There should be no lighted candles or use of flame for decorations. Decorations that would increase fire hazard are prohibited and there is to be no fog machine on the premise.
9. Nothing shall be tacked, pasted, stapled, screwed or otherwise affixed (accept for removable masking tape) to any portion of the building, the furnishings or other City owned property or equipment.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take City property outside of the Facility for any reason without the prior written approval of the Community Services Director or his/her designee.
2. Renter shall not use City equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Community Services Director or his/her designee.
3. 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.

4. 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 Community Services Director or his/her designee.

G. MISCELLANEOUS

Alcohol and Adult Supervision

1. Beer, wine and champagne are the only types of alcoholic beverages permitted, and permitted ONLY when served by a caterer having the required Alcoholic Beverage Control license. Alcohol may only be consumed and served indoors and may not be served or consumed in parking lots, public patio areas, or outside grounds adjacent to the facility. Alcohol may not be served to minors. Failure to enforce these alcohol rules are grounds for revoking the permit and shutting down the event and forfeiture of all deposits and fees. The San Marino Recreation Department, at its discretion, will require the applicant to provide the services of security personnel **or the services of the San Marino Police Department**, which costs shall be borne by the Applicant.
2. The Permit tee shall provide adult supervision (21 years of age or older) at all times for youth groups (21 years of age or less) or youth-oriented activities (i.e., birthdays, graduations, religious celebrations). In addition, the City may, in its discretion, require the Applicant to provide professional security personnel **or the services of the San Marino Police Department** during the hours of attendance at a proposed youth event. The cost of such security will be additional.

Catering

3. A licensed caterer must be used for all food service. The City of San Marino is not responsible for any damage, illness or injury which results from the preparation or service of food or associated clean-up activities. The Permittee shall be responsible for providing all food and equipment or items needed for the preparation, service and clean-up.
4. Catering firms must be approved the City of San Marino. The Caterer shall provide only food prepared off-site. The Caterer shall use the kitchen facilities only to warm/ heat and keep food cool.

5. The Renter shall remove trash and garbage from the kitchen and shall leave the areas used in a clean and orderly condition following the event. Caterers shall remove trash and garbage from the kitchen and shall leave the areas used in a reasonably clean and orderly condition following the function.

Parking

6. Parking is available on the San Marino Unified School District property adjacent to the San Marino Center. Neither the City of San Marino nor the San Marino Unified School District assumes any liability for loss, damage, or injury to vehicles parked in the San Marino School District parking lot.

End of the Event and Cleaning

7. Music of any kind must stop at least 30 minutes prior to the end of the event to ensure attendants leave on time.
8. The Renter shall ensure that the facility is vacated and thoroughly cleaned by the end time on the permit. The building attendant will provide assistance, including taking down tables and chairs. The attendant will check the facility prior to vacating and note any problems.
9. The Renter shall leave the premises and parking lot in the same conditions as they were received.
10. Damages to chairs will incur a ~~\$30~~ **\$50** per chair fee (deducted from the deposit).
11. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
12. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
13. Gambling of any kind is not permitted at the Facility
14. Smoking is not permitted at the Facility.
15. No animals are permitted at the Facility, with the exception of guide dogs.
- 16. If Renter violates any part of this agreement or reports false information to the City, the City 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.**
17. The City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
18. Any person aggrieved by the City of San Marino's decision with respect to this agreement may appeal to the Community Services Director or his/her

designee in writing no later than five (5) days after the City of San Marino's decision has been communicated to the aggrieved party.

19. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
20. The City will provide one building attendant for each event. The cost for the attendant is included in the rental fees.
21. Only the City building attendant is authorized to operate building equipment. No equipment of any type belonging to the City may be removed from the premises.
22. No smoking or any form of open fire or lighted candles are permitted in the building or parking lot.
23. The City, Police, Fire Inspector and the Recreation Department shall be allowed to inspect the building and grounds at any time during the event for violations of federal, state, and county laws, local ordinances or these Rules.
24. The City of San Marino is not responsible for property left at the premises, or on the school grounds.

We are here to assist you in planning your event.

Please contact the Recreation Department

626-403-2200

Room Size and Fees

<u>ROOM</u>	<u>SIZE</u>	<u>FEE</u>
Auditorium	est. 233 persons	\$150 per hour
Dining Room	est. 170 persons	\$100 per hour
Fireside Room	est. 50 Persons	\$50 per hour
Center	est. 300 persons	\$250 per hour
Community Groups (pre-authorized):	(with 51% or more San Marino Resident members)	\$50 per hour 50% Discount
PTA		no fee
*must pay outside operational costs Staff time (\$25/hour), Insurance fees (See below)		
<u>Special Event Insurance:</u>		
(For Events Fewer Than 100 persons)		(For Events Greater Than 100 persons)
\$81.00 Without Beer/ Wine		\$113.00 Without Beer/ Wine
\$141.00 With Beer/ Wine		\$173.00 With Beer/ Wine
<u>Set-up/Tear-down:</u>	\$25/hour	
<u>Security:</u>	\$78/hour (May be required)	
<u>Cleaning/ Damage Deposit:</u>	\$500	

IMPORTANT

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature

Address

Print name

Telephone: Home

Organization

Telephone: Work

[AGENCY] USE ONLY

Rental fee _____

Total paid _____

Deposit _____

Deposit returned _____

The San Marino Center is Administered By:

San Marino Recreation Department

1560 Pasqualito Drive

San Marino, CA 91108

626-403-2200

Fax: 626-403-2212