



CITY OF SAN MARINO FACILITY USE APPLICATION AND AGREEMENT

I. APPLICATION TERMS AND CONDITIONS

The Community Services Department of the City of San Marino strives to provide residents and guests with facilities that can be rented or secured for use based on the criteria and policies outlined in this application.

The applicant understands that submittal of this application does **not** constitute approval for use of San Marino facilities. However, the applicant understands that they are responsible for complying with the terms and conditions outlined in this application. All applicants are required to read and complete this application in its entirety. The applicant further understands that submittal of this application constitutes a contractual agreement to abide by all policies, rules, and regulations outlined in this application.

Only submit pages 1 through 3 of this application and any supporting documentation.

II. APPLICATION INFORMATION

I. Select the facility or specific rooms that you are applying to use

FACILITIES			
<input type="checkbox"/> Stoneman School 1560 Pasqualito Drive Max: 400 occupants	<input type="checkbox"/> San Marino Center 1800 Huntington Drive Max: 400 occupants	<input type="checkbox"/> Crowell Public Library 1890 Huntington Drive Max: 300 occupants	<input type="checkbox"/> Lacy Park 1485 Virginia Road Section: _____
FACILITY ROOMS			
<input type="checkbox"/> Room 13 (w/stage) Max: 65 occupants	<input type="checkbox"/> Auditorium Max: 233 occupants	<input type="checkbox"/> Barth Community Rm. Max: 80 occupants	<input type="checkbox"/> Thurner House Max: 50 occupants
<input type="checkbox"/> Room 15 Max: 65 occupants	<input type="checkbox"/> Dining Room Max: 170 occupants	<input type="checkbox"/> Thornton Conf. Rm. Max: 25 occupants	
<input type="checkbox"/> Room 17 Max: 40 occupants	<input type="checkbox"/> Fireside Room Max: 50 occupants	<input type="checkbox"/> Schow Patio Garden Max: 50 occupants	
<input type="checkbox"/> Outdoor Playground Max: 50 occupants			
<input type="checkbox"/> Centennial Field			
<input type="checkbox"/> Parking Lot			

ROOM SET-UP

Draw a diagram of desired set-up
Chair = X Table = O

Number of Chairs: _____

Number of Tables: _____

Other: _____

Room Layout (select from below or
draw in the space to the right)

- Classroom Conference
 U-Style Theatre
 Semi-Circle

2. Organizer Information

Sponsoring Organization/Individual: _____

Primary Contact: _____ Telephone: _____

E-mail: _____

Address: _____

Point of Contact (Day of Activity): _____ Telephone: _____

Classification of Sponsoring Entity:

- Resident City-Recognized Local Community-Based Organization General User Group

3. Event Information

Description/Purpose of Event:

Date of Event: _____ Time event begins (including set-up): _____

Total Attendance: _____ Time event ends (including clean-up): _____

Is the event open to the public? YES NO

Will valet parking be provided? YES (Permit required) NO

Is there an admission fee? YES NO

Will there be music? YES: Live DJ NO

Will food be served? YES NO

Will food be sold? YES NO

Will alcohol be served? YES (ABC Permit required) NO

Will alcohol be sold? YES (ABC Permit required) NO

Is there an audio/visual show? YES NO

III. APPLICANT AUTHORIZATION

By signing below, I certify that the information provided on this application is true and correct. I also certify that I read through the terms and conditions listed throughout Section IV of this application. I understand that submittal of this application does not constitute approval of my application for use of facilities in the City of San Marino. I understand that my application will be reviewed by all relevant parties and I will be notified of the status of my application within ten (10) business days of the City receiving this application.

Signature

Date

Print Name

OFFICE USE ONLY

Application Received: _____

Received By: _____

APPROVED DENIED

If applicable, reason for DENIAL: _____

	FEE	DATE PAID
Rental Fee (Non-Refundable)	\$ _____	_____
Insurance Fee (Non-Refundable)	\$ _____	_____
Security Deposit	\$ _____	_____
Other Fee/Deposit	\$ _____	_____
Other Fee/Deposit	\$ _____	_____
Other Fee/Deposit	\$ _____	_____
TOTAL FEES DUE	\$ _____	

APPENDIX: FACILITY USE TERMS AND CONDITIONS

The following Facility Use Terms and Conditions apply to all San Marino facilities, unless otherwise specified, and govern the use of and application to use any San Marino facility.

The Community Services Director or their designee reviews the Facility Use Applications to determine the issuance of a Facility Use Permit. A decision is based on the following criteria:

1. Compliance with the eligibility criteria
2. Availability of the subject facility
3. Compliance with the rules in the completed application
4. The applicant and persons affiliated are in good standing within six (6) months prior to the date of the proposed event being applied for. Good standing will be defined as having complied with all terms and conditions of previous facility rentals executed by the applicant or affiliated persons.

Requests to use Lacy Park require review by the Community Services Director or their designee, the Parks and Public Works Director or their designee, and other parties as necessary.

CONDITIONS OF USE

A. RESERVATIONS

1. Subject to availability, the facilities may be rented during the times listed in the table below:

Stoneman School Mon – Fri, 6 PM – 10 PM Sat, 8 AM – 10 PM Sun, 8 AM – 10 PM	San Marino Center Mon – Fri, 4 PM – 11 PM Sat, 4 PM – 11 PM Sun, 4 PM – 11 PM	Crowell Public Library Mon – Thurs, 10 AM – 9 PM Fri – Sat, 10 AM – 5 PM Sun, 1 PM – 5 PM
Lacy Park / Thurner House Mon – Fri, 7:00 AM – Dusk Sat – Sun (Daylight Savings), 8:00 AM – 8:00 PM Sat – Sun (Standard Time), 8:00 AM – 6:00 PM Reservations outside of these regular hours of operation require approval from the City Council.		

The agreed contracted time includes set-up and clean-up. The occupant 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 cannot be made earlier than the allotted time stated above. Ongoing rentals (i.e. regular community group meetings) must be renewed every six (6) months.

2. Renters desirous of a facility should make reservations well in advance of the intended date of use as demand for facilities is high and dates fill quickly.
3. 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 a misdemeanor citation.
4. A facility is not considered rented until (1) the 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 City of San Marino; 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 the Facility Use Agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign the Facility Use Agreement.

6. Renter must provide a single contact who is to serve as the representative for renter's activities. This contact will be submitted to the Community Services Director or their designee.
7. Renter will be responsible for securing all the required permits and licenses.
8. The rented facility will be used solely for the purpose stated in the Facility Use Agreement and no other use will be permitted. No permit shall be transferred to another renter, or other parties, in whole or in part.
9. Renter will not use the City of San Marino and/or the Community Services Department to suggest endorsement or sponsorship of the event without prior written approval from the Community Services Director or their designee. The renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
10. Renter will permit any City officers, employees, or agents to visit the event described in the Facility Use Agreement.
11. Under no circumstances shall the renter sublease or allow any other organization or individual to use the facility for the period for the renter contracted. The renter is an independent contractor and not an agent or employee of the City of San Marino.
12. The City of San Marino reserves the right to revoke any permit of the City determines that any information on the application is false or if the City issued the Facility Use Permit in contradiction to the guiding rules and policies. The fees shall be refunded if the City revokes the permit due to an error on the City's part. No refund shall be made if the permit is revoked as a result of an error on the renter's part.

B. FEES AND FEE SCHEDULE

1. The City of San Marino may require a rental fee and/or a deposit from the renter.
2. Payments may be made by check, cash, or money order. Final payments for the permit shall be made thirty (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 the Facility Use Agreement.
4. In the event that the facility is left damaged, the renter shall be charged for any and all janitorial and/or repair fees.
5. Cancellation of a rental or changing the confirmed date more than thirty (30) days before the reservation date will result in the loss of all payments made up to the date of cancellation, unless the City can rebook the facility with a comparable rental of equal or greater size. If a comparable rental is made, the City will refund 75% of the applicant's payments. Cancellation of a rental thirty (30) days or less prior to the confirmed date will result in the loss of the entire deposit and all rental fees paid up to the date of cancellation. All rental fees are payable thirty (30) days prior to the event date.
6. Fees will be charged at the rates provided in the Master Fee Schedule within the City's approved annual Operating Budget.

C. INDEMNIFICATION AND INSURANCE

1. The 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 the

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. The 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, \$2,000,000 (two million dollars) general aggregate, for bodily injury, personal injury, and property damage. 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 attorney's 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.
3. 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 City-owned parking lots or the San Marino School Unified School District parking lots.

E. FOOD AND BEVERAGE (EXCLUDING LACY PARK)

1. Alcohol and Adult Supervision

- a. 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.
- b. 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.

2. Catering

- a. 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.
- b. 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.
- c. 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.

F. 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 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.
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.
10. End of the Event and Cleaning
 - a. Music of any kind must stop at least 30 minutes prior to the end of the event to ensure attendants leave on time.
 - b. 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.
 - c. The Renter shall leave the premises and parking lot in the same conditions as they were received.
 - d. Damages to chairs will incur a \$30 \$50 per chair fee (deducted from the deposit).
 - e. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
 - f. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
 - g. Gambling of any kind is not permitted at the Facility.
 - h. Smoking is not permitted at the Facility.
 - i. No animals are permitted at the Facility, with the exception of guide dogs.
 - j. 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.
 - k. The City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
 - l. 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.
 - m. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 - n. The City will provide one building attendant for each event. The cost for the attendant is included in the rental fees.
 - o. 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.
 - p. No smoking or any form of open fire or lighted candles are permitted in the building or parking lot.
 - q. 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.
 - r. The City of San Marino is not responsible for property left at the premises, or on the school grounds.

G. EQUIPMENT AND 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.

H. LACY PARK

1. Groups of over fifty (50) people need to provide the City with liability insurance and can either purchase the insurance through the city or with a private insurance agent.
2. No open flame fires are permitted in the Park.
3. No alcoholic beverages are permitted.
4. No buildings or structures of any kind shall be erected without prior specific written approval of the City. Detailed plans and descriptions shall be submitted with the application.
5. No moon bouncers are permitted.
6. The area used shall be cleaned of all trash, debris, and other items brought into the Park by the group or persons. The City shall bill the group or persons for any extra cleanup required by the applicant's use of the Park.
7. No vending or peddling is permitted of any articles, services, or things.
8. No cleated shoes are permitted.
9. No motorized vehicles are permitted in the Park except with prior specific approval by the City.
10. All buses must park on Virginia Road adjacent to the Park. All parking regulations and restrictions shall be obeyed.
11. Only the number of persons indicated on the permit shall be allowed at the group activity. If persons in excess of the permitted number are found to be at the group activity, the applicant shall be billed the additional fee plus an additional twenty-five percent (25%) penalty fee.
12. Cancellations by the applicant will be subject to a twenty-five percent (25%) administrative handling fee.
13. No rides, amusement games, or similar equipment are permitted in the Park.
14. Schools coming into the Park must provide copies of permission slips to the City.
15. Any violation of the aforementioned rules and regulations, or any posted rules and regulations, shall result in an order to vacate the Park by the group or persons. Violations of the City of San Marino Lacy Park rules and regulations constitute a misdemeanor. The undersigned agrees to be responsible for enforcing these rules and regulations and hereby accepts all liability resulting from violation of these rules and regulations by any member of the group.

MAP OF CITY FACILITIES AND LACY PARK SECTIONS