



Community Services Department
6688 Beach Boulevard
Buena Park, CA 90621
(714) 562-3860 office
(714) 562-3859 fax

FACILITY USE AGREEMENT

[] EHLERS EVENT CENTER [] BUENA PARK COMMUNITY CENTER

Applicant's Name: _____ Date of Application: _____

Rental Date(s) Requested: _____

Rental Time Requested (please allow time for decorating & clean-up): _____

Room(s) Requested (please check all that apply):

- [] HERITAGE HALL [] CONFERENCE ROOM C [] MAYOR'S GARDEN
[] LIBERTY HALL [] COMMUNITY CENTER BALLROOM [] LILY ROOM
[] VETERANS HALL [] ORCHID ROOM [] ACTIVITY ROOM(S)
[] THE PLAZA AT EHLERS

Expected number attending event: Youth (under 21) _____ Adults (21 years & older) _____

Name of Person(s) Responsible (only those listed on application can make changes to a rental):

Driver License # or California I.D.#: _____

Business/Organization Name: _____

Address: _____

Day/Business Phone: _____ Cell Phone: _____

Home Phone: _____ Fax: _____

E-mail Address: _____

Type of group: [] RESIDENT [] NON-RESIDENT [] NON-PROFIT ORGANIZATION [] BUSINESS

Non-Profit Tax ID #: _____

Describe the event (please list all activities you plan to engage in): _____

Name of Guest(s) of Honor: _____ Age (if under 21): _____

Is your event a wedding?:

Spouse(s) Names: _____

How did you hear about us?: _____

Please answer the following questions regarding your event:	Yes	No
Will event be open to the public?		
Will admission be charged?		
Will event generate revenue or be a fundraiser?		
Will your event have alcohol? Note: No alcohol is permitted to be served at events where Guest of Honor is under 21 years old		
Will you be selling alcohol? Note: No alcohol is permitted to be served at events where Guest of Honor is under 21 years old		
Will you be serving food?		
Will you be selling food?		
Will you be selling merchandise?		
Will you have vendors?		
Will you be using the kitchen? (if renting the Ballroom, Heritage Hall or Liberty Hall)		
Will your event be an educational/sales/other seminar?		
Will you have minors at your event?		
Will you need tables & chairs?		
Will your event be catered?		
If yes, please list name & phone number of caterer:		
Will you have entertainment at your event (i.e. DJ, Band)?		
If yes, what type of entertainment:		
Will you need other equipment?		
If yes, please check all that apply: <input type="checkbox"/> AUDIO/VISUAL EQUIPMENT \$105/DAY <input type="checkbox"/> STAGE \$53/DAY <input type="checkbox"/> PORTABLE BAR <input type="checkbox"/> PODIUM <input type="checkbox"/> KITCHEN AMENITIES (FOOD WARMER, ICE MACHINE, REFRIGERATOR, FREEZER) \$53/DAY		

FACILITY RENTAL RULES AND REGULATIONS AGREEMENT

The City of Buena Park Community Services Department (the "City") desires that all patrons who periodically use the Buena Park Civic Community Center and the Ehlers Event 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") is responsible for compliance with this agreement. All Renters are required to read and sign this Facility Use Agreement. Please read this document carefully, complete the Facility, Renter, and Event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

Policy Statement

The Purpose of the Facility Rental Rules and Regulations is to ensure that facilities of the City of Buena Park are utilized for meetings and activities which are recreational, social, educational, or civic in nature, offering services of interest and need to the community. Interpretation of any facility policy shall be made by the Director of Community Services or a designated representative.

The City of Buena Park requires a contract, Indemnification Agreement (waiver), and Facility Rental Rules and Regulations Agreement. Contracts and Facility Use Agreements are issued in accordance with the policies outlined below, as established by the City Council.

Reservations

All facilities reservations are to be made as follows:

1. Weddings – up to twelve (12) months in advance
2. Meetings, banquets, and special events – up to nine (9) months in advance
3. Changes to reservations must be made at least ten (10) days in advance

Security Deposit

A security deposit is required for any Facility rental. To expedite any possible refund of this deposit, the City of Buena Park encourages applicants to use a credit card. Other payment methods such as check or cash, will take 6-8 weeks to process.

Facility Rental Fees

Full payment of all rental fees may be accepted at anytime but no later than thirty (30) calendar days prior to the event date.

Set-up and Clean-up

Set-up and clean-up time must be included in the designated rental time.

Cancellation Policy

In the event that a reservation is cancelled, the following cancellation fees will apply:

<u>Date Reservation Cancelled</u>	<u>Cancellation Fee</u>
Less than thirty (30) days in advance of the event date	<ul style="list-style-type: none">• Loss of full security deposit paid for the reservation; and• Loss of all fees paid
Between thirty (30) and ninety (90) days in advance of the event date	<ul style="list-style-type: none">• Loss of full security deposit paid for the reservation
At least ninety (90) days in advance of the event date	<ul style="list-style-type: none">• \$100 flat fee

Hours

Facilities are available from 8:00 a.m. to 12:00 a.m. Monday through Saturday and Sunday 8:00 a.m.-11:00 p.m.

Occupancy

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.

Youth Events

The Renter shall provide adult supervision (individuals eighteen [18] years of age or older) at all times for youth groups (individuals seventeen [17] years of age or younger) or youth-oriented activities. In addition, the City may at its discretion, require the Renter to provide professional security personnel during the hours of attendance at a proposed youth event. The cost of such security will be in addition to any base facility rental fees.

Children

Children are not to be left unattended at any time and are to remain in the designated rental area. Under no circumstances are children allowed into any non-rental area.

Unattended children may result in forfeiture of the security deposit.

Music and Special Effects

DJ's and/or live bands are permitted and are the responsibility of the Renter. However, no smoke or bubble machines are allowed. Other stage props and effects may be allowed, with prior approval from the Facility Coordinator. All music must end at least thirty (30) minutes prior to the end of the event.

Additionally, noise levels OUTSIDE the hall must be kept to a minimum at all times.

Alcohol

1. Beer and wine only. Beer and wine beverages are permitted, hard alcohol is not allowed. The City of Buena Park reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law and City Ordinances.
2. Alcohol may only be permitted in Heritage Hall, Ehlers Plaza, Liberty Hall, or at the Buena Park Community Center.
3. Alcohol may not be served or consumed in the lobby of the rental facility.
4. Failure to comply with any regulations will result in immediate revocation of permission to serve alcohol.
5. Security is required at all events that serve and/or sell alcohol. The minimum number of security guards required for an event serving alcohol is two (2). Alcohol service must cease one hour before the end of the event.
6. Only persons twenty-one (21) years of age or older are permitted to serve alcohol and are not allowed to consume any alcoholic beverages prior to or while serving alcohol.
7. It is prohibited to serve or sell alcoholic beverages to any person who is intoxicated.
8. Alcoholic beverages are only to be served to persons twenty-one (21) years of age and older. The Renter's failure to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting the refundable deposits and rental fees which have been paid.
9. No alcohol is permitted to be served at events where Guest of Honor is under 21 years old.
10. Consumption of alcoholic beverages is prohibited during set-up and clean-up time.
11. All alcohol must be distributed into individual servings.
12. The use of glass bottles for alcohol is prohibited. An exception will be made for champagne, beer, and wine being poured from the bar or at the tables by designated servers, when authorized by the City of Buena Park.
13. Facility event staff and security staff will be monitoring all events and have the authority to suspend the serving/selling of alcohol and/or end any event.
14. Alcohol is not permitted outside the rental room or in the parking lot. Alcohol may be permitted in additional facility areas at the discretion of the Community Services Director or his/her designee.
15. Beer kegs MAY NOT be placed directly on the floor. Kegs must be placed in a tub or on a table and have suitable material underneath to prevent "sweating" on the floor or carpet.
16. An Alcoholic Beverage Control (ABC) license must be provided to the City of Buena Park, and on file with the City two (2) calendar weeks prior to any event where alcohol is to be served. It is the responsibility of the Renter to contact ABC and obtain a license. A letter regarding the event will be provided by the City of Buena Park for the Renter to present to the ABC office. Contact ABC at:

28 Civic Center Place

Santa Ana, CA

714.558.4101

Security

1. At the discretion of the Community Services Director, any group of any size may be required to hire private security regardless of whether alcohol is being served.
2. The Renter is required to hire a City-approved security company.
3. For events where security is required, security service must be scheduled consecutively from the time the event begins (excluding set-up) until the Renter has finished clean-up and vacated the facility.

4. Should security be required, it shall be supplied at a ratio of two (2) guards for events of up to two hundred (200) people. The number of guards required for events of more than two hundred (200) people will be at the discretion of the Director or his/her designee.
5. If it becomes necessary for the Police Department to respond to the facility because of a disturbance(s) caused by participants at your event, the Renter will be held liable for all Police and additional staff charges incurred by the City of Buena Park. False 911 calls made will result in the Buena Park Police Department being dispatched to the facility and will be billed to the Renter.

Smoking

Smoking IS NOT permitted inside ANY rental facility. Smoking is prohibited within twenty-five (25) feet of the building.

Parking

Parking is available onsite. The City of Buena Park does not assume any liability for loss, damage, or injury to vehicles parked in the parking lot.

Caterer/Kitchen Rental Responsibilities

1. Warming trays, chafing dishes, and Sterno may all be used inside the facilities.
2. The facility DOES NOT provide any pots, serving dishes, or utensils.
3. Propane IS NOT allowed inside any facility. Any use of barbecues or propane in an outside area needs prior approval from the Director and the Orange County Fire Authority (OCFA) Fire Marshall, and may only be done in approved locations.
4. Kitchen clean-up: It is the Renter's responsibility to bring cleaning supplies for the following:
 - a. Wipe up all spills and drips from the countertops and cupboard fronts.
 - b. Wipe up all spills from the range top, inside the ovens and food warmers.
 - c. Remove all food from the refrigerator, freezer, food warmer and dispose of it properly.
 - d. Dispose of all trash.
 - e. Clean all sinks.
 - f. Sweep floors.
 - g. The Renter must verify the cleanliness of the kitchen with the facility event staff prior to leaving the event.

Decorations

Rental time includes decorating and cleanup time. Remember to allot enough time for any outside vendors to come in and prepare for the event; this also means allowing time at the end of your event to take down all decorations and clean the facility before your end time.

1. Candles and all other open flame decorations are not allowed and, if used, will result in the forfeit of security deposit and possible closure of the event.
2. Helium balloons are allowed, but must be anchored in order to keep them from floating to the ceilings. If tied to tables, chairs, or railings, all string must be removed by the end of the event.
3. Decorations may not be suspended or attached to ceiling, walls, or windows. Table and freestanding decorations are recommended. All decorations must be removed at the end of the event.
4. Confetti, rice, glitter, birdseed, and all other similar materials are not allowed inside or outside the facility.

5. All rental equipment must be removed from the facility at the end of the event, unless prior arrangements have been made with the Community Services Director or his/her designee.
6. A representative must be present to sign for deliveries. City staff cannot and will not sign for deliveries.
7. Overnight storage of equipment or supplies is not allowed.
8. Existing decorations must remain in place (such as pictures, plaques, etc.).

End of Event Cleaning

1. Music of any kind must stop at least thirty (30) minutes prior to the end of the event to ensure attendees leave by end time stated on the contract.
2. The Renter shall ensure that the facility is vacated and thoroughly cleaned by the end time on the contract. The facility event staff will provide assistance, including taking down tables and chairs. Prior to renter's departure, the facility event staff will check the facility prior to vacating and note any problems.
3. The Renter must leave the rental facility and parking lot in the same condition as they were received.

Animals

No animals (except for companion or guide dogs) will be allowed inside rental facilities.

Insurance

At events where alcohol is to be served, the City of Buena Park requires that the applicant demonstrate proof of sufficient general liability insurance, providing for:

1. Claims and liability for personal injury, death, or property damage arising from the use, occupancy, or disuse of the facility or adjoining areas and ways;
2. At least one million dollars (\$1,000,000) for bodily injury or death for any one person;
3. At least one million dollars (\$1,000,000) for any one accident or occurrence;
4. At least two million dollars (\$2,000,000) in aggregate;
5. Provision of the agreement shall be carried only by responsible insurance companies licensed to do business in the State of California.

All policies shall contain language to the effect that:

1. The City of Buena Park and their respective elected and appointed officials, employees, and volunteers are added, by endorsement, as additional insured;
2. The insurer waives the right of subrogation against the City of Buena Park and against the City of Buena Park's agents and representatives;
3. The policies are primary and non-contributing with any insurance that may be carried by the City of Buena Park;
4. The insurance cannot be cancelled or materially changed except upon prior written notice by the insurer to the City of Buena Park. In the event of any such cancellation or material change, any agreement between the City of Buena Park and the applicant shall terminate and be of no further force and effect. The applicant shall furnish the City of Buena Park with a Certificate of Insurance evidencing such insurance and naming the City of Buena Park as additional insured at least thirty (30) days prior to the applicants proposed use of the facility. The Certificate of Insurance must contain the following language:

"The City of Buena Park, their elected and appointed officials, employees, and volunteers are included as additional insured by endorsement. This coverage shall be primary and the City of Buena Park insurance shall not be contributory. There shall be

no subrogation against the City of Buena Park. No cancellation or material change shall be made to this insurance without thirty (30) days written notice to the City of Buena Park.”

COVID-19 Informed Consent

As further consideration for Renter using facilities of the City of Buena Park, Renter acknowledges and agrees that Renter’s presence in or use of City facilities may expose Renter to communicable diseases, including but not limited to COVID-19. Renter understands, acknowledges, and expressly assumes such risks which may include risk of serious illness or death for both Renter and members of their party. On behalf of Renter and all guests, invitees, or members of Renter’s party, the undersigned expressly acknowledges and assumes any and all such risks of infection, injury, or death that may arise or result from facility use, whether those risks are known or unknown.

Renter is required to and shall undertake reasonable precautions to protect against the transmission of COVID-19 and other communicable diseases in connection with using City facilities. Renter agrees, represents and warrants that it will comply with any and all federal, state, and local health guidelines and protocols associated with COVID-19 (as the same may be modified from time to time) (“COVID-19 Guidelines”), including but not limited to any required screening protocols, cleaning requirements, or operating limitations.

Renter shall not allow any members of the Renter’s party to use or access any City facility if they have experienced a temperature of 100.4 degrees Fahrenheit or greater or any other symptoms of COVID-19 (listed at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>) within 24 hours prior to use of or access to the City facility.

Waiver and Release

THE UNDERSIGNED RENTER, FOR ITSELF AND MEMBERS OF ITS PARTY, HEREBY FOREVER ASSUMES THE RISK AND RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF BUENA PARK, ITS EMPLOYEES, OFFICERS AND AGENTS for or from all liability to the Renter, Renter’s party or personal representatives, and/or Renter’s assigns, heirs, and next of kin for any illness, injury (including death), loss, damage, or any other claim or harm relating to or arising from the use or access to City facilities. RENTER ACKNOWLEDGES HAVING READ AND TO UNDERSTANDING THE FOREGOING and that Renter is aware of the consequences of this informed consent and release, including that it prevents Renter from suing the City or its employees, agents, or officers if Renter is injured or damaged for any reason as a result of using the City facility.

By signing below I/we acknowledge that I/we have read and understood the City of Buena Park’s Facility Rental Rules and Regulations Agreement . I/we will abide by the Facility Rules and Conditions as stated herein. I/we acknowledge that I have read the section entitled “Informed Consent and Release, including that it prevents me/us from suing the City or its employees, agents, or officers if I/we are injured or damaged for any reason as a result of participation in this activity or use of the City facility. I/we further acknowledge that no oral representations, statements or inducements have been made. I/we further guarantee that my/our caterer and my/our event contractors will be informed of and will adhere to the Rules and Conditions of Use for this facility.

Permittee’s signature _____ Date _____

Permittee’s signature _____ Date _____

City Official signature _____ Date _____