



CITY OF GUADALUPE
Recreation and Parks Department
918 Obispo Street, Guadalupe, CA 93434
(805) 356-3894 Telephone

Application # _____

APPLICATION FOR AUDITORIUM USE

1. RENTER INFORMATION

Contact name _____ Organization _____

Home phone _____ Work phone _____

Address, City, State, Zip _____

Email Address _____

2. EVENT INFORMATION

Description of event _____

Date(s) of event _____

Estimated attendance _____

Time event set up begins _____

Time event begins _____ Will there be music? Yes No

Time event ends _____ Type of music _____

Time clean up ends _____ Will food be served? Yes No

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

Will minors be present? Yes No Will alcohol be sold? Yes No

Will Admission fee be charged? Yes No Name of Certified Bartender/Alcohol Caterer

I. CONDITIONS OF USE

A. RESERVATIONS

1. RENTER desirous of AUDITORIUM use will be accepted and approved on a first come, first served basis.
2. The AUDITORIUM is not considered rented until (1) RENTER delivers to the CITY OF GUADALUPE the Auditorium Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the CITY OF GUADALUPE; and (2) the CITY OF GUADALUPE, in its sole discretion, approves such rental in writing.
3. In order to complete the contract and ensure that the City is able to accommodate all rental requests, the renter must provide the following information, forms, and fees according to the schedule listed below.

Renter Supplemental Items Due

Appointment with Department Representative	40 days prior to event date
Application for Auditorium Use	40 days prior to event date
Date Lock In Deposit paid	30 days prior to event date
Table layout sketch	30 days prior to event date
Detailed copy of decorating plan	30 days prior to event date
Special Event Certificate of Liability Insurance	30 days prior to event date
Food Caterer Certificate of Liability Insurance	30 days prior to event date
Liquor Caterer Certificate of Liability Insurance <u>or</u> California Bartender Certification	30 days prior to event date
Misc. Contractor(s) Certificate of Liability Insurance	30 days prior to event date
Auditorium Use Agreement	14 days prior to event date
All fees related to rental paid	14 days prior to event date

4. Additional Required Information Due 30 Days Prior to Event
 - i. Estimated number of guests. It is important the renter provide accurate estimate to ensure accurate levels of security/staff are scheduled and on-site for the event. Changes to the estimated number of guests will affect the costs and renter will be responsible for these additional costs.
 - ii. Type of entertainment for the event.
 - iii. Names of two designated people that will be on-site during the activity, set-up, & clean-up of the facility.
 - iv. A firm event start and end time so the Department may make arrangements for adequate security personnel during the event.
 - v. Hours that alcohol will be served.
 - vi. Entertainment start and end time.
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 CITY OF GUADALUPE Manager 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.
9. RENTER shall not use the CITY OF GUADALUPE's name to suggest endorsement or sponsorship of the event without prior written approval of the CITY OF GUADALUPE Manager 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 OF GUADALUPE 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 OF GUADALUPE.

Renter Initials

Contract #

B. FEES

1. The CITY OF GUADALUPE may require a rental fee and/or a deposit from RENTER.
2. Any person or agency holding a reservation for the use of CITY OF GUADALUPE facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the FACILITY.
3. The CITY OF GUADALUPE 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 OF GUADALUPE as a result of same and these fees shall be billed to RENTER.

C. INDEMNIFICATION AND INSURANCE

1. RENTER shall indemnify, defend, and hold harmless the CITY OF GUADALUPE, 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 OF GUADALUPE, its officers, employees, or agents.
2. **General liability insurance.** RENTER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name the CITY OF GUADALUPE, its officers, employees, agents, and volunteers as additional insureds prior to the rental date of the FA. RENTER shall file certificates of such insurance with the CITY OF GUADALUPE, which shall be endorsed to provide thirty (30) day notice to the CITY OF GUADALUPE 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 OF GUADALUPE may deny access to the FACILITY.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City of Guadalupe's Risk Manager.

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the CITY OF GUADALUPE requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY OF GUADALUPE.

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 OF GUADALUPE's facilities and adjoining property to the CITY OF GUADALUPE Manager or his/her designee, in writing and as soon as practicable.
4. RENTER waives any right of recovery against the CITY OF GUADALUPE, 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 OF GUADALUPE, its officers, employees, or agents.
5. RENTER waives any right of recovery against the CITY OF GUADALUPE, 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 OF GUADALUPE, its officers, employees, or agents seek recovery against RENTER.

Renter Initials

Contract #

D. SECURITY

1. Private security guards may be required based on the discretion of the Recreation Services Manager. The CITY OF GUADALUPE will provide these services and fees will be included in the security deposit. Changes to the estimated number of guests may affect the costs and RENTER will be responsible for these additional costs. The guidelines for security are as follows:
 - i. Two (2) guard minimum for under 150 people
 - ii. Four (4) guards for 150 people and above
 - iii. Four (4) guards if alcohol is served
2. The RENTER and/or the designated contact person must agree to remain responsible for monitoring the conduct and actions of all their guests and enforcement of all facility policies. Should city staff or security personnel encounter difficulties with the rental, they will notify the designated on-site contact person to speak with their guests. Continued problems will result in the staff or security personnel contacting the Police Department to have disruptive guest(s) removed from the premises. Any action that requires a law enforcement response may result in the immediate cancellation of the activity and all guests may be required to leave. In the event that the activity is forced to end prematurely, there will be no refund of any fees paid.

E. Alcohol Use

1. RENTERS requesting permission to provide alcohol to their guests during the event are required at minimum to seek the services of a California certified bartender. RENTER is responsible for finding their own certified bartender. An alcohol caterer is recommended.
2. RENTERS requesting permission to provide alcohol to their guests must provide the following information no later than 30 days prior to rental date to the Recreation and Parks Department:
 - a. Minimum requirement of Certified Bartender
 - i. California Bartending Certification of chosen bartender
 - b. Recommended Alcohol Caterer
 - i. Certificate of Insurance and Endorsement Page

- ii. Copy of the current City of Guadalupe Business License
3. RENTER will be notified once all forms have been received and the bartender has been approved by Department.
 4. RENTER/BARTENDER/ALCOHOL CATERER are expected to comply with the following policies and requirements:
 - a) The bar and alcohol sales/consumption must remain in the designated outdoor area. No alcohol will be allowed to leave this area.
 - b) The BARTENDER must maintain control of alcohol and the bar service area at all times. BARTENDER must supervise the liquor and bar and be responsible for pouring and serving any/all alcohol at all times. At no time are self-serve alcoholic beverages to be left on a table or poured by attendees.
 - c) Only adults 21 years or older will be allowed in the designated outdoor courtyard area during the time alcohol is being served.
 - d) Drinks are not allowed to be served in glass containers.
 - e) The BARTENDER is responsible for limiting the amount of consumption by each individual attending the event. The bartender should use his/her discretion to determine if someone has had too much to drink and to immediately stop serving the individual in question. At that time security and the building attendant should be notified of this action.
 - f) All bar operations must stop one half hour prior to the scheduled end of the event.
 - g) RENTER/BARTENDER are limited to a maximum of 2 kegs per rental.
 - h) Bar operations are limited to a 6-hour maximum.
 - i) BARTENDER IS responsible for checking ID's and ensuring full compliance with State laws regarding the serving of alcohol to minors.
 - j) Patrons taking part in alcoholic consumption will be issued a wristband to wear throughout the event by the BARTENDER.

- k) The RENTER is responsible for insuring that all trash resulting from liquor vending is cleared to the trash containers provided by staff.
- l) RENTERS may request special permission in advance to provide their guests a “traditional champagne toast” in the Auditorium under the following guidelines:
 - 1. Champagne must be poured inside of the kitchen and brought in on trays or carts.
 - 2. Drinks are not allowed to be served in glass containers.
 - 3. Bottles of champagne may not be brought onto the hardwood gym floor.
 - 4. After “toasts” RENTER must remove all alcoholic drinks from the hardwood gym floor.

Renter Initials

Contract #

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. On the date of the rental the designated “on site contact person” must check in with the Building Attendant for a walk-through of the facility. They will review facility conditions prior to the activity. Another walk-through will be conducted at the conclusion of the event to determine if facility conditions have changed as a result of the activity.
- 3. RENTER is responsible for notifying the Building Attendant of any maintenance issues, damaged equipment, or other situations that arise during the course of the event.

4. The RENTER and/or the on-site contact person will review facility conditions prior to and at the conclusion of the event to determine if facility conditions have changed as a result of the event.
5. 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.
6. RENTER shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes, any tape that is not wall-safe, 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.
7. 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.
8. RENTER shall not store any equipment or materials at the FACILITY or adjoining property without the prior written approval of the CITY OF GUADALUPE Manager or his/her designee.
9. 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 OF GUADALUPE as a result.

G. EQUIPMENT / ACCESSORIES

1. RENTER shall not remove, relocate, or take CITY OF GUADALUPE property outside of the FACILITY for any reason without the prior written approval of the CITY OF GUADALUPE Manager or his/her designee.
2. RENTER shall not use CITY OF GUADALUPE equipment, tools, or furnishings located in or about the FACILITY without the prior written approval of the CITY OF GUADALUPE Manager or his/her designee.
3. RENTER shall not drive motorized vehicles on field or green space.
4. The CITY OF GUADALUPE 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.
5. RENTER shall secure the approval of the CITY OF GUADALUPE 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 [CITY OF GUADALUPE] Manager or his/her designee.

Renter Initials

Contract #

H. MISCELLANEOUS

1. RENTER shall comply with all local, state, and federal laws and regulations related to the use of the FACILITY. The RENTER agrees to abide by all applicable federal and state accessibility standards and regulations.
2. RENTER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY.
3. Gambling of any kind is not permitted at the FACILITY.
4. Smoking is not permitted at the FACILITY.
5. No animals are permitted at the FACILITY, with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
6. If RENTER violates any part of this AGREEMENT or reports false information to the CITY OF GUADALUPE, the CITY OF GUADALUPE 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.
7. The CITY OF GUADALUPE may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
8. Any person aggrieved by the CITY OF GUADALUPE's decision with respect to this AGREEMENT may appeal to the CITY OF GUADALUPE Manager or his/her designee in writing no later than five (5) days after the CITY OF GUADALUPE's decision has been communicated to the aggrieved party.
9. If any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

Date

Print Name

Preferred Contact Phone Number

Organization

Contract #