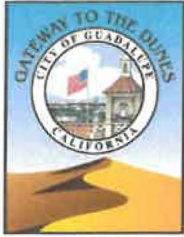


**City of Guadalupe**  
Parks & Recreation Department  
918 Obispo Street, Guadalupe, CA 93434  
(805) 356-3894 Telephone

## **APPLICATION FOR FACILITY USE**

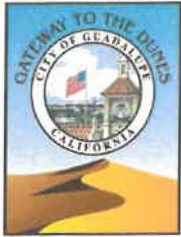




**City of Guadalupe**  
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- Application For Facility Use with Conditions and Procedures
- Facility Rental Use Guidelines
- Facility Rental – Finance Department Procedures
- Facility Rental – Additional Information and Procedures
- City Facility and Park Use Fee Schedule



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

## APPLICATION FOR FACILITY USE

### 1. FACILITY INFORMATION

Name of Facility \_\_\_\_\_

Address/Area/Location of Facility \_\_\_\_\_

### 2. RENTER INFORMATION

Contact name \_\_\_\_\_ Organization \_\_\_\_\_

Home phone \_\_\_\_\_ Work phone \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

### 3. EVENT INFORMATION

Description of event / type \_\_\_\_\_ Will there be music? Yes No

\_\_\_\_\_ Type of music \_\_\_\_\_

Date(s) of event \_\_\_\_\_ Will food be served? Yes No

Estimated attendance \_\_\_\_\_ Will food be sold? Yes No

Time event begins (incl. set up) \_\_\_\_\_

Time event ends (incl. clean up) \_\_\_\_\_

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

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

Will there be an Admission fee? Yes No

I. **CONDITIONS OF USE**

A. **RESERVATIONS**

1. RENTER desirous of a FACILITY will be accepted and approved on a first come, first served basis.
2. **A FACILITY is not considered rented until (1) RENTER delivers to the CITY OF GUADALUPE 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 GUADALUPE; and (2) the CITY OF GUADALUPE, in its sole discretion, approves such rental in writing.**
3. **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.**
4. 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.
5. RENTER shall be responsible for securing all required permits and licenses.
6. The FACILITY shall be used for the purpose stated in this agreement and no other use will be permitted.
7. 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.
8. RENTER shall permit any CITY OF GUADALUPE officers, employees, or agents to visit the event described in this AGREEMENT.
9. RENTER shall be responsible for picking up the keys to the FACILITY, if applicable, from the CITY OF GUADALUPE prior to the event. RENTER shall return keys immediately following the event to the CITY OF GUADALUPE.
10. **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.**

**B. FEES – See attached (Page 8)**

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. RENTER is responsible for any lost keys, and any costs that the CITY OF GUADALUPE might incur to replace and/or re-key the FACILITY.
5. 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, **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.

**D. SECURITY**

1. The CITY OF GUADALUPE, 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 OF GUADALUPE or a private security agency.
2. **RENTER is solely responsible for supervising all individuals at the FACILITY and adjoining property during the event. The CITY OF GUADALUPE is not responsible for providing this supervision. However, the CITY OF GUADALUPE 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 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 CITY OF GUADALUPE 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 OF GUADALUPE as a result.**

**F. 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.**

**G. 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

Preferred contact phone number

\_\_\_\_\_ or \_\_\_\_\_

\_\_\_\_\_  
Print name

Work phone or email address

\_\_\_\_\_  
Organization

\_\_\_\_\_

**CITY OF GUADALUPE USE ONLY**

**ASSIGNMENT & FEES STATEMENT**

<b>Location / Room</b> _____	<b>Rate(s)</b> Private: \$ _____ / HR X	<b>Hours</b> HRS _____ =	<b>Facility Use Fee(s)</b> \$ _____		
<b>Date(s) and Hours</b> _____ (____)	Non-Profit: \$ _____ / Day X	HRS _____ =	\$ _____		
			Sub-Total \$ _____		
<b>Rental Applicant</b>	<b>Address</b>	<b>Reservation Lock-in Fee</b> Per Day: \$ _____ =	<b>Reservation</b> Lock-in Fee = \$ _____		
			<b>FEES</b>	<b>(Refundable)</b>	<b>(Refund)</b>
		Police Dept Alcohol Permit Fee (\$75.00 +ABC Lic or \$150.00 without)		\$0.00	
<b>Notes:</b>		Security Deposit (\$300.00)		\$150.00	
Security Officers Required: Yes _____ No _____		Fire Marshall Occupancy Inspection (\$119.00)		\$0.00	
Number Required: _____		Kitchen Use Fee (\$50.00 or \$100.00)		\$0.00	
Name of Security Firm: _____		Facility Cleaning Deposit (\$100.00, 200.00, 500.00)		\$50.00, \$100.00, \$250.00	
Phone Number: _____		<b>Total Event Fees</b>			
<b>Date(s) / Payment Method: (Cash, Check #, Credit)</b>		<b>Minus Total Deposit(s)</b>			
1 _____ / _____ 2 _____ / _____					
3 _____ / _____ 4 _____ / _____		<b>Total Balance Due</b>			

**EVENT APPROVAL OR DENIAL**

Recreation Depart Recommendation: Approval:  Yes  No Denial Reason: \_\_\_\_\_

Initials: \_\_\_\_\_

**Pending:**     Payment of All fees     Security Confirmation     Liability Insurance Certificate  
 Confirmation of Permits     Confirmation of Licenses     Other \_\_\_\_\_

Rental Application:  Approved  Denied\* Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Reason: \_\_\_\_\_

Final Approval on Fees and Reimbursements: \_\_\_\_\_ Date: \_\_\_\_\_



City Of Guadalupe  
Facility Rental Use Guidelines

At the conclusion of the event, please comply with the following facility use guidelines: (Please check off ✓ each item to make sure it has been addressed)

- Refrigerator will be completely clear of all items brought in for the event.
- Stove and oven will be cleared and cleaned, if used.
- Floors will be swept, cleaned, and mopped, if necessary.
- All trash will be removed, bagged, and thrown in dumpsters.
- All tables, chairs and furniture will be cleaned & cleared of all items brought in **and if moved, returned to their original pre-event manner and location.**
- All doors accessing the facility will be locked and returned to pre-event status.
- All lights and fans will be turned off.
- All personal items will be removed from the facility.
- Other: \_\_\_\_\_.

Reminders: No parking on school grounds, & there shall be no motorized vehicles on field or green spaces.

By signing below, I acknowledge, accept, and understand my responsibility for completing all items listed above. If keys are involved, I agree to return keys the first workday after my event. Also, I understand a walk-through will be conducted the after my event to verify that all of the above items were addressed and completed.

Signature: \_\_\_\_\_ Organization: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Event Attendant: \_\_\_\_\_ Date: \_\_\_\_\_



## **City of Guadalupe Parks and Recreation Department**

### Facility Rental - Finance Department Procedures

#### **Step #1**

- Payment of rental fee deposits will be deposited in General Fund account #013610

#### **Step #2**

- Payment of entire rental fees will be deposited in General Fund account #013610

#### **Step #3**

- Park and Recreation staff will review Event Reports to determine refund amount.

#### **Step #4**

- A written breakdown of the refund amount and assignment of funds to specific budget line items will be emailed to Finance Department for Refund Payment to renter.

#### **Step #5**

- Finance Department will mail refund check to renter.



## **City of Guadalupe Park and Recreation Department**

### Facility Rental – Additional Information and Procedures

#### **Security for Event**

- Event Participants – 1 to 100, Minimum two (2) security guards. (1 at door, 1 exterior)
- Event Participants – 100 +, Minimum four (4) security guards. (2 at door and interior, (2) exterior)

#### **Alcohol at Event**

- Furnish alcohol (no selling) – City Alcohol Permit only
- Sell alcohol – City Alcohol and ABC Alcohol Permit needed.

#### **Cleaning, Before & After Event**

- The Rented Facility will be cleaned before and after the event by City Cleaning Vendor. The cleaning standard will be at the COVID-19 acceptable threshold levels.

#### **Food at Event**

- County Health Permit Required
- County Food Handlers Permit Required

#### **Event Inspections**

- Event Attendant conducts inspections before, during, and after event. (Checks permits, food, alcohol)
- Fire Inspector conducts Occupancy Inspections for event

#### **Facility Rental Fee Deposits**

- All Facility Rental Fee Deposits will be held by City Finance Department until “Written Authorization” is received from Park and Recreation Department.



Final Version Effective 7/14/21

City Facility and Parks Use Fee Schedule

<b>City Auditorium and Veterans Hall</b>	<b>Non-Refundable</b>	<b>Refundable</b>
<b>All rentals</b>		
Reservation lock in date	\$100	
Kitchen Use	\$100	
Cleaning Deposit (\$500.00)	\$250.00	\$250.00
<b>Plus, one of the following</b>		
Hourly fee for City Residents	\$90	
Hourly fee for City non-residents	\$110	
City approved local non-profits/schools/and other approved fraternal/social organizations*	\$50 Flat fee/visit	
City approved business/events	Free	

\*Unless another fee agreement is negotiated and approved by the City Council. See list of approved non-profits below.

<b>Senior/Community Center</b>	<b>Non-Refundable</b>	<b>Refundable</b>
<b>All rentals ( Main Hall Room 1)</b>		
Reservation lock in date	\$50	
Kitchen Use	\$50	
Cleaning Deposit (\$200.00)	\$100	\$100
<b>Plus, one of the following</b>		
Hourly fee for City Residents	\$30	
Hourly fee for City non-residents	\$40	
City approved local non-profits/schools/and other approved fraternal/social organizations*	\$50 Flat fee/visit	
Resident/Non-resident rentals of Room 2 & 3	N/A	N/A
City approved local Non-profits/schools/and other approved fraternal /social organizations*	\$20.00	
City approved business/events	Free	

\*Unless another fee agreement is negotiated and approved by the City Council. See list of approved non-profits below.



Final Version Effective 7/14/21

City Facility and Parks Use Fee Schedule

<b>Whole City Council Chambers</b>	<b>Non-Refundable</b>	<b>Refundable</b>
<b><i>All rentals</i></b>		
Reservation lock in date	\$50	
Cleaning Deposit (\$100.00)	\$50	\$50
<b><i>Plus, one of the following</i></b>		
Hourly fee for City Residents	\$30	
Hourly fee for City non-residents	\$40	
City approved local non-profits/schools/and other approved fraternal/social organizations*	\$40 Flat fee/visit	
City approved business/events	Free	

\*Unless another fee agreement is negotiated and approved by the City Council. See list of approved non-profits below.

<b>Half City Council Chambers</b>	<b>Non-Refundable</b>	<b>Refundable</b>
<b><i>All rentals</i></b>		
Reservation lock in date	\$50	
Cleaning Deposit (\$100.00)	\$50	\$50
<b><i>Plus, one of the following</i></b>		
Hourly fee for City Residents	\$20	
Hourly fee for City non-residents	\$30	
City approved local non-profits/schools/and other approved fraternal/social organizations*	\$25 Flat fee/visit	
City approved business/events	Free	

\*Unless another fee agreement is negotiated and approved by the City Council. See list of approved non-profits below.



Final Version Effective 7/14/21

City Facility and Parks Use Fee Schedule

<b>O'Connell &amp; LeRoy Park</b>	Non-Refundable	Refundable
<b>All rentals</b>		
Reservation lock in date	\$60	
Cleaning Deposit (\$100.00)	\$50	\$50
<b>Plus, one of the following</b>		
Hourly fee for City Residents	\$40	
Hourly fee for City non-residents	\$50	
City approved local non-profits/schools/and other approved fraternal/social organizations*	\$30 Flat fee/visit	
City approved business/events	Free	

\*Unless another fee agreement is negotiated and approved by the City Council. See list of approved non-profits below.

<b>Downtown City Parking Lot*</b>	Non-Refundable	Refundable
<b>All rentals</b>		
A one-time use fee	\$60	
Cleaning Deposit (\$100.00)	\$50	\$50

**Additional Costs for All Rental Events If Applicable:**

<b>Item:</b>	<b>Non-Refundable</b>	<b>Refundable</b>
<b>Alcohol Permit With ABC License</b>	<b>\$75.00</b>	<b>\$0</b>
<b>Alcohol Permit Without ABC License</b>	<b>\$150.00</b>	<b>\$0</b>
<b>Fire Marshall Occupancy Inspection</b>	<b>\$119.00</b>	<b>\$0</b>
<b>Security and Event Attendant (\$300.00)</b>	<b>\$150.00</b>	<b>\$150.00</b>