

FACILITY USE APPLICATION AND LIABILITY RELEASE FORM

For the City of Clearlake Senior Community Center
City of Clearlake
14050 Olympic Dr. Clearlake CA 95422
(707)994-8201 extension 131 Fax (707) 995-2653

Non-Profit Number _____

Application Submittal Date: _____ Type of Event: _____

Applicant Name: _____

Organization Name: _____

Mailing Address: _____ City: _____ State _____ Zip _____

Date of Event: _____ Event Time _____ (am/pm) to _____ (am/pm) Total # Hrs. _____

Date of Setup: _____ From Time _____ (am/pm) to _____ (am/pm) Total # Hrs. _____

Date of Cleanup: _____ From Time _____ (am/pm) to _____ (am/pm) Total # Hrs. _____

Total Hours of event (must include set – up and clean-up time): _____ Catered: Yes/No

Total number of attendees: _____ Name of Caterer: (if applicable) _____

Catering service for events is available through Highlands Senior Service Center Chatterbox Catering. If interested, please contact Executive Director Joyce Overton at (707)994-3051 or 707-350-2898

Alcohol served at event? _____ Yes _____ No If alcohol is served and/or sold at your event, applicant is responsible for following all City of Clearlake and Alcoholic Beverage Control requirements.

Rooms available: (See attached for additional information and pricing)

_____ Multi-Purpose Room	_____ Auxiliary Room	_____ Kitchen	_____ Classroom 1
Dining Seating - 160	Dining Seating – 80		Occupant Load 22
Occupant Load - 333	Occupant Load – 175		

Comments: _____

The applicant will be required to obtain the proper event insurance.

The Senior Community Center is located at 3245 Bowers Avenue, Clearlake. If you are interested in scheduling a visit to the Center, please contact Joyce Overton, Executive Director of the Highlands Senior Service Center, at 994-3051 and she will be happy to schedule a viewing appointment.

Event holder is responsible for picking up the keys from City Hall on the business day prior to the event. City Hall hours are Monday through Thursday 8:00 a.m. to 5:00 p.m.

SENIOR COMMUNITY CENTER RENTAL RATES 2018-2019

			Standard	Non-Profit
			Rate	Rate
** Sq ft are approximations				
<u>Building w/o Kitchen (4042 sq ft)</u>	4 hours		\$ 235.00	\$ 126.00
Each Additional Hour			\$ 59.00	\$ 32.00
Cleaning Deposit			\$ 300.00	\$ 300.00
<u>Multi-purpose Room (2964 sq ft)</u>	4 hours		\$ 174.00	\$ 93.00
Each Additional Hour			\$ 44.00	\$ 23.00
Cleaning Deposit			\$ 250.00	\$ 250.00
<u>Auxiliary Room (1078 sq ft)</u>	4 hours		\$ 63.00	\$ 34.00
Each Additional Hour			\$ 16.00	\$ 9.00
Cleaning Deposit			\$ 100.00	\$ 100.00
<u>Kitchen Only (1078 sq ft)</u>	4 hours		\$ 50.00	\$ 25.00
Each Additional Hour			\$ 20.00	\$ 10.00
Cleaning Deposit			\$ 300.00	\$ 300.00
<u>Classroom (320 sq ft)</u>	4 hours		\$ 20.00	\$ 10.00
Each Additional Hour			\$ 5.00	\$ 3.00
Cleaning Deposit			\$ 100.00	\$ 100.00
Alcohol Use Additional Deposit			\$ 200.00	\$ 200.00
Returned Check Fee			\$ 25.00	\$ 25.00

RESERVATION DEPOSIT: Non-refundable deposit for reservations made up to twelve (12) months in advance is \$25.00. Reservation deposit will be applied toward facility rental fee.

(OFFICE USE ONLY)

Reservation Deposit: _____ Date Paid: _____ Receipt # _____

Cleaning Deposit: _____ Date Paid: _____ Receipt # _____

Alcohol Deposit: _____ - _____ Date Paid: _____ Receipt # _____

Full Fee: _____ Date Paid: _____ Receipt # _____

OR

Non Profit Fee: _____ Date Paid: _____ Receipt # _____

TOTAL FEES _____

PLEASE MAKE ALL CHECKS PAYABLE TO THE CITY OF CLEARLAKE

CONDITIONS OF LICENSE AGREEMENT

The terms and conditions of this license agreement governing use of the Clearlake Senior Community Center include all policies and procedures contained in the document entitled City of Clearlake Senior Community Center Policies and Procedures. Such policies and procedures are hereby made a part of this license agreement as if set forth herein in full. In addition, this license agreement includes the following terms:

The applicant is solely responsible for any damage, loss, accident or injury to persons or property resulting from the use of the Clearlake Senior Community Center facilities. Applicant shall be responsible for control and supervision of the people in attendance during the use of the facility and shall see that no damage is done to furnishings, fixtures or any part of the facility. Any violation of the City of Clearlake Rules and Regulations can result in a denial of further permits and, in case of damage to a facility, financial reimbursement for repair or replacement will be demanded.

I, the undersigned, have received and read a copy of the City of Clearlake Rules and Regulations concerning the use of the Clearlake Senior Community Center facilities and agree to comply with them. I, _____, or my representative, agree to be present during the entire period of use of the facility by the applicant organization.

In consideration of the City of Clearlake permitting the use of its facilities, I, _____, individually and on behalf of Applicant, my successors, heirs, administrators and assigns, agree to defend hold harmless, indemnify and release the City of Clearlake, its officials, officers, employees, volunteers and agents, from any and all actions, demands, and/or claims for damage or injury, including claims for negligence, which may arise from or in connection with the use of said facilities except where caused by the active negligence, sole negligence, or willful misconduct of the City of Clearlake, its officers, officials, employees and volunteers.

APPLICANT INITIALS: _____

The applicant must report any damage to Senior Community Center that the applicant discovers, regardless of whether such damage results from the applicant's use or is discovered as an existing condition prior to such use.

I, _____ have read all of the terms of this license agreement governing use of the Clearlake Senior Community Center, including, without limitation, the terms of the Clearlake Senior Community Center Policies and Procedures attached to and made a part of this license agreement. On behalf of myself, and any successors and assigns I hereby agree to all of the terms and conditions of this license agreement.

Print Applicant/licensee Name _____

Signature of Applicant /licensee _____ Date _____

1) RESERVATIONS

- a. All users of the Clearlake Senior Community Center will require a signed License Agreement.
- b. Reservations are CONFIRMED only upon receipt of the signed License Agreement accompanied by the required reservation deposit. No oral agreements will be valid.
- c. ***ALL license fees must be PAID IN FULL thirty (30) days prior to the event.***
- d. Reservations may be made up to twelve (12) months in advance.
- e. Individuals or groups using the Clearlake Senior Community Center should be aware that this is a Multi-Use facility where several events can be scheduled concurrently in different parts of the building.
- f. All reservations must be made through the Facilities Coordinator/Deputy City Clerk's Office and are on a first-come, first serve basis.
- g. License Agreements for groups composed of persons under the age of 21 will be issued only to adults who accept supervisory responsibility through out the period covered by the license agreement.
- h. An applicant, group, or organization wishing to reserve multiple dates for a series of events must schedule a meeting with the Facilities Coordinator/Deputy City Clerk to discuss availability.

2) DEPOSIT POLICY

- a. Cleaning deposits are used to defray the costs of clean up and to recover damage costs.
- b. A permit is required to serve alcohol at the Senior Community Center (See Section 6).
- c. A facility inspection will be conducted before and after the event by Community Center staff to determine the condition of the facility, including rooms, lobbies, restrooms and kitchen. If all clean up requirements are complete and no damage has been done to the facility, the Facilities Coordinator/Deputy City Clerk will approve a refund of the security/cleaning deposit.
- d. If the clean-up requirements are not completed in a satisfactory manner, the cleaning deposit, or portion thereof will be retained to cover the costs of said clean-up, including materials and labor.
If facility is clean and no damage is done, the deposit will be refunded to the licensee.

3) BASIC REQUIREMENTS AND CLEAN-UP

Parties using the Clearlake Senior Community Center agree that:

- a. All tables must be cleared of all items such as table linens, dishes, decorations, etc. and all tables and chairs wiped clean of spills.
- b. All trash must be taken out to the trash dumpsters located behind the building.
- c. All decorations must be taken down and removed from the Center on the day of the event.
- d. The kitchen area must be thoroughly cleaned and returned to its original level of cleanliness. This includes all work areas, ovens, stoves, grill, refrigerators, warming bins, sinks and floors. It is the responsibility of the licensee to ensure that caterers or members of the licensee fulfill this requirement. In addition, all food and equipment brought in by the caterer or members of the licensee party must be removed prior to leaving the facility.

- e. **Use of nails, tacks, staples, or scotch tape on Community Center walls is strictly prohibited.**
- f. Remove all personal belongings at the end of the event.
- g. No tape such as duct or electrical tape is allowed on the floors. Gaffers tape is acceptable for use on the floor to hold cables in place to eliminate trip hazards.
- h. Pick up trash in parking lot.
- i. All guests are the responsibility of the licensee and should remain inside the event room, unless using restrooms or outside smoking areas.

REMEMBER: The use time must include all the time necessary for decorations and equipment to be set-up and cleaned up.

4) DECORATIONS

All decorations must be UL-approved (flame retardant). **The use of nails, tacks, scotch tape, staples, pins, etc. is not permitted.** Only masking tape can be used and must be removed immediately after use. Decorations, and/or any type of wire or cord may not be hung, tied, or draped from any light fixture inside or outside the facility. All decorations must be taken down and removed from the facility immediately after an event. Candles must be completely enclosed in a glass, or non-flammable holder. The use of rice, glitter and metallic confetti is not permitted. Decorations may be required to pass Fire Marshal approval.

ABSOLUTELY NO SMOKING IS PERMITTED IN THE CLEARLAKE SENIOR COMMUNITY CENTER. FULL DEPOSIT WILL BE FORFEITED FOR NON-COMPLIANCE. PLEASE NOTIFY GUESTS OF THIS REGULATION. SMOKING IS ONLY ALLOWED IN THE OUTDOOR COVERED PATIO AREA.

5) BASIC SERVICES AND REGULATIONS

- a. The Clearlake Senior Community Center includes the following services in the License Agreement:
 - i. Electricity
 - ii. Lights
 - iii. Heat/Air Conditioning
 - iv. Water
 - v. Tables, Chairs and Stage
 - vi. Lectern or Podium
- b. Failure to furnish any of these services resulting from circumstances beyond the control of the Clearlake Senior Community Center will not be considered a breach of the license agreement by the City.
- c. City of Clearlake and Senior Community Center staff will not be available to serve, decorate, or be involved in your event.
- d. Tables and chairs are provided. **TABLES AND CHAIRS MAY NOT BE TAKEN OUTSIDE.**
- e. Multi-Purpose Room and Auxiliary Room must be restored by Licensee to pre-existing set-up.

- f. Security may be required for certain types of events held at the Senior Community Center. All Security costs are the responsibility of the Licensee. Security personnel must be properly licensed by the State of California. (See Section 7.)
- g. Supervision of children is the responsibility of the Licensee. Children are not allowed to play in restrooms or landscaped areas.
- h. Reserved time should be chosen carefully. Fees will not be refunded for reserved time not used.

6) **ALCOHOLIC BEVERAGE POLICY**

- a. Alcohol may be consumed only after receiving a permit signed by the City of Clearlake Chief of Police.
- b. All events held at the Clearlake Senior Community Center must comply with California Alcoholic Beverage Control guidelines.
- c. No alcoholic beverages can be sold unless a license is first obtained from the State of California Department Alcoholic Beverage Control (ABC). ABC may issue one-day permits to non-profit groups who wish to sell beer, wine, or distilled spirits at fund-raisers. ABC will not issue permits to private citizens or groups. Once the ABC grants a license, the Licensee must obtain a City of Clearlake Alcohol Use Permit signed by the City of Clearlake Chief of Police. A caterer with a liquor license must serve alcoholic beverages at events held by private citizens or groups where there is monetary exchange.
- d. No alcoholic beverages may be served or sold during youth events.
- e. No alcoholic beverage consumption is permitted outside the building.
- f. No alcoholic beverages can be brought in after the initial supply is delivered except by licensed caterers. No BYOB (Bring Your Own Bottle) allowed.
- g. Licensees holding a function at the Clearlake Senior Community Center where alcoholic beverages are to be served and consumed may be required to have Security Personnel present at the event. Cost of Security Personnel is the Licensee's responsibility. Security Personnel must be properly licensed by the State of California (See Section 7).
- h. The alcohol permit must be available during the event for review upon the request of any law enforcement officer.
- i. Licensee shall provide adequate monitoring to ensure that alcohol and containers for alcohol do not leave the Clearlake Senior Community Center.
- j. Use of glass beer bottles and/or glass containers is prohibited.

7) **SECURITY**

- a. The City of Clearlake reserves the right to require that the Licensee provide Security Personnel for any event that reasonably requires such security to protect the public health, safety and welfare, based on such objective aspects of the event as the number of anticipated attendees, the involvement of minors that may require extra supervision for their protection, past injuries, damage or compliance failures resulting from a prior use by the same licensee, etc. Any such security requirement will be solely based on the recommendation of the Chief of Police pursuant to this provision and shall be irrespective of, and in no way based upon the content of or viewpoints of the Licensee, their guests and/or event participants. **ALL COSTS ASSOCIATED WITH SECURITY ARE THE RESPONSIBILITY OF THE LICENSEE.**

- b. The City of Clearlake reserves the right to close or cancel any event due to serious non-compliance with the policies and procedures by the licensee, their guests and/or other participants in the event.
- c. The City of Clearlake reserves the right to eject any Licensee and/or their guests and/or other participants in the event for not abiding by the policies and procedures.
- d. The City Administrator, Chief of Police, or designees shall have the right to enter the Center at any and all times during an event for the purpose of inspection and may terminate an event deemed to be detrimental to the health, safety and welfare of the public. If an event is cancelled pursuant to this Section 7 or otherwise cancelled by the Licensee, the Licensee shall be responsible for any and all resulting costs.

8) Facilities Coordinator/Deputy City Clerk

9) ADDITIONAL POLICIES AND CONDITIONS

- a. Parking availability is not guaranteed and may be limited.
- b. Animals are strictly prohibited from entering the facility.
- c. Storage is not available either before or after the event.
- d. Rice, confetti, and glitter are not permitted inside or outside the center. Birdseed is permitted outside the Center.
- e. In case of emergency, the City reserves the right to cancel a scheduled event without liability. In such an event, license fees and deposits already paid will be refunded in their entirety.
- f. The Licensee is responsible for securing all required permits and shall present evidence of such permits prior to the event.
- g. Licensee shall not tamper with or alter the thermostats and sound amplification equipment.

Insurance Requirements for Rental of Facilities

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, their guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Renter maintains broader coverage and/or higher limits than the minimums shown above, the City of Clearlake requires and shall be entitled to the broader coverage and/or 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 Clearlake.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Clearlake, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Clearlake, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Clearlake, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Clearlake.

Waiver of Subrogation

Renter hereby grants to The City of Clearlake a waiver of any right to subrogation which any insurer of said Renter may acquire against the City of Clearlake by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to

affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Clearlake has received a waiver of subrogation endorsement from the insurer

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Clearlake.

Verification of Coverage

Renter shall furnish the City of Clearlake with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Clearlake. All certificates and endorsements are to be received and approved by the City of Clearlake *at least five days* before Renter commences activities.

Liquor Liability

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance

In some cases the Renter's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Renter should provide these requirements to his or her agent to confirm and provide verification to the City of Clearlake.

Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from the City of Clearlake.

Special Risks or Circumstances

The City of Clearlake reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

**City of Clearlake Senior Community Center
POLICY AND PROCEDURES
ACKNOWLEDGMENT:**

(PLEASE INITIAL EACH LINE)

- _____ **The full License fee must be paid thirty (30) days prior to the event.**

- _____ **I have read the Policies and Procedures that govern the Clearlake Senior Community Center and I agree to comply with them in their entirety, including, without limitation, the policies and procedures highlighted in this Acknowledgment.**

- _____ **I understand that I must have all of my guests and all equipment/decorations out of the facility at the end of the event. I further understand that failure to do so may cause forfeiture of my deposit.**

- _____ **I understand that I may be held financially responsible for the cost of any damage in excess of my deposit caused by my failure to comply with the policies and procedures or otherwise arising from my use of the Senior Community Center.**

- _____ **I agree to comply with the requirements and clean up as stated in the Clearlake Senior Community Center Policies and Procedures.**

**Signature of Licensee:
Clerk**

Signature of Facilities Coordinator/Deputy City

Date Signed: _____

**City of Clearlake Senior Community Center
3245 Bowers Avenue, Clearlake, CA 95422**

EVENT PROCEDURES CHECKLIST

Applicant: _____ **Event Date:** _____ **Event:** _____

	KITCHEN	:	MULTI-PURPOSE; AUXILIARY; and CLASSROOM
	1. Stoves, counter tops, sinks and all other work areas are clean and sanitary		1. Tables and chairs are clean
	2. Oven interiors are clean		2. Floors are swept and/or mopped.
	3. Grill tops are clean		3. There is no trash or debris in meeting area.
	4. All garbage, debris, etc., has been removed from kitchen area		
	5. Kitchen floor swept and mopped. Mats are clean.		
	6. Walk-in area swept and mopped		
	7. Steam table clean and sanitary		
	8. All items requested are ready for use.		
	OUTSIDE AREA CLEAN AND SWEEP		
	EQUIPMENT REQUESTED FOR EVENT:		

The cost of any damage to the Senior Community Center and/or any additional clean up required will be charged against applicant's deposit in accordance with the policies and procedures and the license agreement.

Applicant Signature

Date

City Employee Signature

Date