Submit completed application to Alexis Braun, Sr. Recreation Supervisor, via email to <u>abraun@lagunabeachcity.net</u> or inperson at 380 3rd Street, Laguna Beach. Call (949) 497-0762 for further information.

Policy Statement:

City of Laguna Beach facilities at the Laguna Beach Community & Recreation Center, which include the gymnasium, various indoor classrooms, and the grass field are available for sports practices, drop-in programs, meetings, presentations, and trainings. Room rentals are not permitted for fee-based classes or programs (other than recreation programs), parties, meals, receptions, fundraising events, business, or sales purposes. Alcohol is prohibited.

Facility Reservation Procedures

- 1. Applications to use these City facilities must be made on forms provided by the Transit and Community Services Department. Applicants must provide all information as may be required by the Department to assure compliance with the requirements and regulations of this agreement.
- 2. Applicants acknowledge that neither the City nor the Department assumes liability for any bodily injury or loss or damage of personal property. Required insurance documentation includes a Certificate of Insurance (COI) listing at least \$1 million in general liability with an aggregate amount of \$2 million, and endorsement naming the City of Laguna Beach as an additional insured. The endorsement is a separate document from the COI. A statement in the Description box on the main COI is not sufficient.
- 3. Workers Compensation: If required, applicants must furnish to the of the City, evidence of Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy that arise from applicant's rental use of the subject facility.
- 4. Rental facilities at the Laguna Community Center are determined to be available based on space, parking, staff availability and when City programs are scheduled.
- 5. Approval or denial of a reservation request will be provided within seven business days of receipt of a completed application. Facility reservations are confirmed when fees and security deposits are paid in full, all required documentation is received by City staff and the Facility Use Agreement has been signed by the City and the applicant.
- 6. Reservations for use of facilities may be requested according to the City's available reservation dates but no later than three weeks prior to the event date. Open reservations dates are as follows:

January, February & March...Starts December 1 April, May & June...Starts March 1 July, August & September...Starts June 1 October, November & December...Starts September 1

- 7. An approved rental application shall not be transferred, assigned, or sublet. All contracts will be issued for specific facilities and for specific hours and the premises must be vacated as scheduled.
- 8. The reservation request and rental agreement must be completed and signed by an adult age 21 or older who will attend, supervise and be responsible for the entire event. Proof of residency is required at the time of application in order to receive the resident rate. Proof of non-profit status is required at the time of application in order to receive the non-profit rate.

Fees, Deposits and Cancellation Procedures

Fees are charged for the use of City facilities and are established and periodically adjusted and approved by the City Council. Fees are imposed to cover facility overhead, maintenance & replacement costs and for application processing, scheduling and staffing.

- 1. All fees and the security deposit along with Certificate of Liability Insurance and any other required documentation must be received at time of application submittal. Security deposit should be given in a separate check (checks are made payable to the City of Laguna Beach).
- 2. All facility fees are per hour. Staff may determine that additional City services are required in conjunction with some types of activities. These services (e.g., police services, staff supervision, cleaning services) will be at applicant's expense.
- **3.** The City has the right of first refusal for any rental and the power to cancel a rental agreement if the community facility is needed for an official function.
- **4.** A security deposit is required for all room rentals. All or a portion of the deposit may be retained by the Department after inspection of the facility by a representative of the Community Services Department.
- 5. A separate additional cleaning fee will be charged if deemed applicable.
- 6. Upon written notice of cancellation, refunds will be issued on the following basis: 60+ days = 100% refund, 30-59 days = 50% refund, 0-29 days, all fees will be forfeited. In event of cancellation by the City, notice will be given as far in advance of the scheduled use as possible.

Event Supervision

- 1. City employees will be assigned to rental activities and shall have complete authority over the facility, all equipment, participants and activities, including the authority to request changes to an activities or cessation of activities.
- 2. The applicant must be present during the entire rental period.

Available Equipment & Set-up

- 1. Rental of facilities includes table and chairs and any sports related equipment needed.
- 2. Staff is not permitted to move any equipment supplied by applicant.
- 3. Due to limited space, storage of any equipment will not be permitted.
- 4. Applicant may not bring in any equipment that is not easily carried or rolled into the facility.

Food and Beverages

- 1. Request to serve food and beverages will be reviewed on a case-by-case basis for consideration.
- 2. Stains from food and beverages that require professional cleaning which result in an additional expense to the City will be charged directly to the applicant or will result in the security deposit being forfeited.

Use of Plastic & Expandable Polystyrene

The use and distribution of expandable polystyrene and single-use plastic food service products is prohibited and will result in the loss of applicant's security deposit.

Alcohol Regulations

Alcohol is not permitted.

Music and Decorations

Decorations and amplified music are not permitted.

Smoking

City Ordinance 1624 prohibits smoking in all public buildings and places, such as sidewalks, streets, and alleys as well as common areas of multi-unit residences, including laundry rooms, play areas, and pools. The ordinance is aimed at all types of smoking products, including tobacco, e-cigarettes, vaporizers, and marijuana.

Sales of Services and Goods

Goods and services may not be sold as part of the use of the facility rental.

Parking

Parking of vehicles for the scheduled event must be accommodated in the Laguna Beach Community and Recreation Center is limited to the number of vehicles approved in the application. Vehicles may park at the site for the duration of the meeting or scheduled event only. *Please note parking is currently limited at this location*.

Facility Clean-up Procedures

All equipment must be removed at the end of the event. All trash must be placed in appropriate containers as designated by City staff. Counter tops, tables and chairs must be cleared and thoroughly cleaned. Food, beverages or any other items brought by the applicant may not be left in the facility.

Temporary Use Permits

Any requests for events or programs with more than 40 attendees will require a separate Temporary Use Permit (TUP) application and fee. Applications will be reviewed by the City on a case-by-case basis. A TUP application will also be required for all events seeking to use amplified sound outdoors, or proposing to use outdoor spaces such as the field and playground for activities other than recreational programs. Additional hourly fees may be charged for Police, Fire, Public Works, Recreation or other staff deemed necessary by the City. Parking capacity for events is limited and may require sponsor to provide off-site parking and charter shuttle or trolley to ensure parking capacity is not exceeded.

Indemnification Agreement: In consideration for being granted facility rental use, and to the full extent permitted by law, the undersigned agrees to defend, indemnify, and hold free and harmless the City of Laguna Beach, its elected officials, officers, employees, and agents, with respect to any and all liabilities, claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including the payment of actual attorney's fees, court costs and any and all other costs of defense, incurred as a consequence of, arising out of, or in any way attributable to, the rental agreement. The undersigned hereby represents that s/he has read and fully understands that by signing this Agreement, important legal rights are being waived and legal obligations are being assumed. If signing as a representative, the undersigned further represents that s/he is fully authorized to enter into this rental agreement on behalf of each and every person, group, business and/or organization to which the facility reservation and rental is being issued.

__INITIALS

COVID-19 Release: I acknowledge that the novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization as well as a State of California, County of Orange and City of Laguna Beach public health emergency. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The City cannot guarantee that attendees will not become infected with COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I or my guests may be exposed to or infected by COVID-19 by participating in the Activity. To the best of my knowledge neither I nor my guests have (has) any physical or medical condition that would prevent me (us) from participating in the Activity. I warrant that I and my guests do (does) not have any symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, or muscle or body aches; or have a suspected or confirmed diagnosis of COVID-19. I and my guests agree(s) to comply with all rules related to the facility rental, including, without limitation, policies related to face coverings, social distancing and personal hygiene to help prevent the transmission of COVID-19. If I or my guests observe any unusual or significant hazard during my (our) participation in the Activity, I or my guests will stop participating and immediately notify the nearest City official.

____INITIALS

INITIALS

I have read the Facility Use Agreement in its entirety and understands the policies and conditions governing the use of City facilities and that non-compliance may result in the cancellation of this reservations and or non-return of security deposit fees. This application, once completed, signed and approved constitutes a binding rental agreement between the applicant and the City of Laguna Beach. If destruction of City property occurs, applicant shall assume full financial responsibility and/or be denied further use of facilities.

Print Applicant Name:	
Signature of Applicant:	Date:
Print Event Coordinator Name, if different:	
Signature of Event Coordinator:	Date:
Department Approval	
Signature of Recreation Division Staff:	Date:

Availability

Facility	Capacity	Equipment	Availability
Full Court Gym	40 persons	Basketball Hoops, Volleyball Nets, Pickleball Nets	Mondays- Fridays 8am-8pm *Practices Only
Half Court Gym	20 persons	Basketball Hoops, Volleyball Nets , Pickleball Nets	Mondays- Fridays 8am-8pm *Practices Only
Outdoor Field	40 persons	Soccer Nets	Mondays- Fridays 3pm - 8pm *Practices Only
Indoor Classrooms	Varies	Projector/screen; tables/chairs	Mondays- Fridays 8am-8pm

Note: Weekend availability may be offered on a case-by-case basis depending on staff availability.

Fee Schedule

Classrooms, Sports Field, and Gymnasium Fees Per Hour

	Local Non-Profit	Local Individual Group	Business
Classroom	\$ 42.00	\$ 62.00	\$ 88.00
Field	\$ 25.00	\$ 40.00	\$ 50.00
Gym - Full	\$ 85.00	\$ 115.00	\$ 150.00
Gym -Half	\$ 55.00	\$ 75.00	\$ 115.00

Additional Fees:

Use of Kitchen \$50 per use Extra Recreation Staff, for groups of 40+ \$25 per hour

All rentals require a \$200 deposit. Deposit by check must be made payable to "City of Laguna Beach." Renters may opt to leave a security deposit on account for future rentals. Credit card payments are also accepted for all fees and for security deposits on account.

Allocation Priority

1.City Sponsored Program/ Class/Event

- 2.Laguna Beach Local Non-Profit -Laguna Beach based 501(c)(3) serving at least 75% Laguna residents
- 3. Laguna Beach Unified School District-sponsored programs
- 4. Individual Group/Team Laguna Beach based group or resident
- 5. Business Sports club or for-profit business

Applicant: (Applicant must be 21 years of age)		Date:		
Event Contact (if different than applicant)		Phone:		
Address:	City:		Zip:	
Non-profit status (if applicable):	Phone:		E-Mail:	
Name of Organization, if applicable:				
Address of Organization:	City:		Zip:	
1. Laguna Beach Non-profit		Organization Phone:		
#2. Individual Group Organiz #3. Business Organiz		Organizatio	ization E-Mail:	
Please indicate resident or non-resident status & group				
Resident On-resident Group category				
Room Requested:	Alternate Room Requested:			
Date Requested:	Event Time (required):			
	From: To:			
Second or Alternate Date Requested:	Set-up:		Clean-up t	ime:
	From: To:		From:	То:
Type of Activity: (Please provide detailed description of the proposed meeting):				
Room Set-ups: Please contact staff at least two business days prior to meeting to discuss room set-ups.				
Audio Visual Equipment Needed:	Number of Expected Attendees:			
Projector: Internet	# of Adults # of Children			
# of Parking Spaces Requested:	Request to Serve Food or Beverage: Yes			

This application must be submitted in accordance with the policies and conditions as outlined on the Facility Use Agreement established by the City of Laguna Beach. All reservation forms must be signed and returned along with fees and deposits at least three weeks prior to the requested date (for consideration or approval). Submittal of reservation application does not constitute approval. A copy will be returned to applicant indicating approval or denial.

PLEASE NOTE: WHEN COMMUNICATING THE LOCATION OF YOUR EVENT, PLEASE USE LAGUNA BEACH COMMUNITY & RECREATION CENTER.

For Office Use

Rental Fee:	Liability Insurance:	Verification of Non-Profit Status:
Security Deposit:	Workers Compensation:	Policies & Conditions Agreement:
Staff Fee:	Additional Fees:	