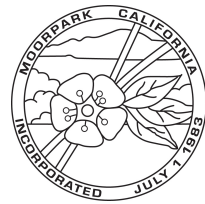


COMMUNITY CENTER

FACILITY RESERVATION APPLICATION



All areas of the application must be completed. Please print neatly.

Applications must be received a minimum of 30 days prior to requested rental date. A \$125 deposit is payable at time of application to hold reservations. Full payment is due 30 days prior to rental date to confirm reservation. Reservation dates on a Rental Permit may not span a time period of more than ninety (90) calendar days. If application is approved, a permit will be emailed or mailed to you. If application is not approved, you will be contacted by phone. THIS IS NOT A PERMIT.

APPLICANT INFORMATION

Last Name: _____ First Name: _____

Date of Birth (MMDDYY): _____

Organization Name (if applicable): _____

Business Government agency For-profit organization HOA _____

Non-profit organization: 501 (C) Number (required): _____

Address: _____ City/Zip: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

RESERVATION INFORMATION

Reservation Dates(s): _____ Day(s) of the Week: (circle): M T W TH F S SU

Start Time: _____ AM / PM End Time: _____ AM / PM

Set up and clean up times must be included in reservation. Rooms will not be unlocked until reservation start time.

Is the activity: A private function (invited guests only) - **OR** - Open to the public (admission charged: ___ Yes ___ No)

Type of Activity: Birthday Party Baptismal Party Fund Raiser Meeting Other: _____

Estimated Total Attendance (including adults and children): _____

Rooms Requested: Community Center Apricot Room Community Center Citrus Room Kitchen

Equipment Requested: *Subject to approval; additional fees apply*

NONE Chairs: _____ Tables: 6' Rectangle _____ Other: _____

Special Conditions: *Subject to approval. Restrictions and certain requirements may apply, including security deposits and insurance.*

NONE Disc Jockey/Band(s) Dance Floor/Stage Concessions/Food Vendors

Caterer Sales/Vendors (describe): _____ Other (describe) _____

WILL ALCOHOLIC BEVERAGES BE SERVED: No Yes (circle one) (BEER & WINE ONLY)

Alcohol service shall be stopped at _____ a.m. p.m. (circle one)

Alcohol service must stop 1 hour prior to the end of the event

IF ALCOHOL IS SERVED, SECURITY MUST BE PROVIDED

Security Firm Name: _____ **Phone #** _____

WILL ALCOHOL BE SOLD: No Yes *IF YES, an permit from Alcohol Beverage Control (ABC) is required*

Insurance Requirement: Insurance is required for all facility rentals.

I will provide a Certificate of Liability Insurance and Endorsement through the organization's policy

I will purchase insurance through the City. (Required for organizations without general liability insurance and all individuals.)

FACILITY RENTAL AGREEMENT

Right to Revoke or Deny a Permit: The City of Moorpark The City may revoke or deny a Rental Permit when it is determined by the Director or his/her authorized designee that the proposed use of the facility will not be in the best interest of the City. A Rental Permit may be revoked or denied for violation of any rule or regulation contained herein by the Renter, Renter's guests, attendees, employees, or vendors. Rental Permits may be revoked or denied if the Renter is found to have falsified or omitted information on a Reservation Application. If the City revokes or denies a Rental Permit for any of these reasons, all fees and deposits paid will be forfeited and the Renter may be suspended from future Rentals of any City facility.

Cancellations: Rental cancellations are subject to the following: **a.** For cancellations received ninety (90) days or more in advance of the Rental date, the City will refund all fees (except non-refundable fees) paid less a \$25 processing fee. **b.** For cancellations received between eighty-nine (89) and fifteen (15) days prior to the Rental date, the City will refund all fees paid (except non-refundable fees) less any costs incurred by the City, plus a \$100 cancellation fee and a \$25.00 processing fee. **c.** For cancellations received less than fifteen (15) days prior to the Rental date, the City will refund the security deposit only, less any costs incurred by the City plus a \$25 processing fee.

Responsibility for Damages and Clean Up: All or a portion of the security deposit may be retained for excessive clean up of the facility, any damage to the premises, additional staff costs not included in the fees paid, or if the Renter fails to meet any condition of the Rental. Should damage, cleanup or other expenses exceed the amount of the deposit, the Renter shall be billed for the difference. The Renter is responsible for moving all of their items at the end of their Rental. Items remaining behind will be disposed of and the staff time required to perform said task will be deducted from Renter's security deposit. Renter shall clear all tables, remove all decorations, sweep the floor, and place all trash and debris in lined trash cans provided by City. Food and spills on the floors should be cleaned. If any stains remain, costs incurred by the City for professional cleaning will be deducted from the security deposit. If the kitchen is used, the counter must be wiped down and cleaned. If cleanup exceeds one-hour, additional labor time will be deducted from the security deposit at a rate identified in the Facility Fee Resolution. Renter should inspect the area with the assigned City staff person after the event to identify any damages or misuse resulting from the Rental activity. The Director shall make the final decision on what portion of the security deposit will be refunded.

Insurance: Insurance: Unless insurance requirement is waived by City, Renter shall obtain, provide, and maintain at Renter's sole expense 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, death, or property damage. The policy must include contractual liability that has not been amended. The policy or policies shall be written on an occurrence basis. The policy shall name Renter as the insured and the City of Moorpark, its officials, employees, and agents as an additional insured. Renter acknowledges that the insurance coverage and policy limits set forth above constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City. Coverage provided by Renter shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. All insurance policies shall be issued by an insurance company acceptable to the City and 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. Renter agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. Renter shall furnish City evidence of all insurance policies required by this Rental Agreement in the form of a Certificate of Insurance and an additional insured endorsement providing that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. Insurance certificates and endorsements must be approved by City prior to first rental date.

Terms of Use: Renter agrees to obey all City policies, rules and ordinances, and State and Federal laws, including, but not limited to Health and Safety Codes. The City of Moorpark reserves the right of full access to all facilities at any time. *Facility will only be opened to the Renter with proof of identification. Facility will not be opened unless Renter is on the premises. The facility will not be opened prior to the start time of the rental.*

Opening and Closing Procedures: The City will be responsible for opening and closing rented facilities. City staff will conduct a walkthrough of the facility with the Renter to note any previous unusual damage prior to the use.

Set Up: The City shall set up the facility for each Rental based on a diagram provided by the Renter. Set up diagrams shall be provided to the City no less than five (5) calendar days prior to the event. A fee shall be charged for equipment use and set up as specified in the Facility Fee Resolution.

Decorations: All decorations must be approved by the City and comply with Section 13 - 143 of the Health and Safety Code of the State of California as to flame proofing. The City shall also pre-approve location and method of installation. The use of nails, tacks, scotch/duct tape or staples are not permitted. Decorations and/or any type of wire or cord may not be hung or draped on any light fixture inside/outside the facility. Time for decorating must be included in the Rental time.

Vendors/Contractors: Renters must disclose any vendor, contractor, or subcontractor working their Rental including, but not limited to caterer, disc jockey, and entertainer, in the appropriate space on the Reservation Application. Failure to provide the required information will be considered falsification of the Reservation Application and may lead to the revocation of the Rental Permit and the loss of all fees paid including the security deposit. The City reserves the right to require Renter's vendor, contractor, or subcontractor to provide insurance, name the City additionally insured, and to sign a Hold Harmless and Indemnification provision. Vendors and contractors must hold a current Moorpark Business Registration.

Storage: Storage is not available with the exception of use of the refrigerator/freezer, limited to the hours of the permitted Rental. For use of the refrigerator/freezer, the kitchen must be rented and associated Rental fees paid.

Lost or Stolen Items: The City is not responsible for lost, stolen, or damaged property belonging to the Renter, Renter's guest and vendors, and any other persons participating in Renter's event.

Keys: Keys to the facility will not be issued under any circumstances. Staff will be available during Rentals to accommodate any access needs by Renter.

Attendance and Facility Capacity: Renter agrees to ensure that the number of guests or attendees does not exceed the number declared on the Reservation Application and does not exceed the posted room capacity. Noncompliance with this obligation can subject the Rental to cancellation.

Tips and Gratuities: It is against City policy for any employee to receive any form of cash, gift, tip or gratuity.

Use of City Equipment: Tables, chairs, and other City property may be made available to individuals renting City facilities. Fees for use will be charged in accordance with the Facility Fee Resolution. This equipment is for use inside the facility only. The Renter is responsible for the condition of the City equipment at the end of the Rental. Damage to City equipment will result in a deduction from the security deposit consistent with the replacement costs of the equipment. All equipment must be used only for the purpose for which it was intended. Sitting or standing on tables is not permitted. Tables and chairs or other City property shall not be rented or loaned out for any purpose other than as part of an approved facility Rental.

Prohibited Items:

Alcohol: Alcohol at Moorpark Community Center is subject to provisions in the City of Moorpark Use of Facilities resolution.

Smoking: Smoking is prohibited in: inside public buildings and within 25 feet of the entrance, exit, or open window of a public building; sidewalks and bikeways; parks including: athletic fields, playgrounds, trails, recreational areas, parking lots, restrooms, and publicly-owned open space.

Open Flame Devices and Fog Machines: All open flame devices and fog machines are prohibited.

Amplified Sound Systems: Persons wishing to use amplified sound shall make such a request on the Reservation Application and receive written authorization from the City. Persons permitted to use sound amplification equipment shall keep the sound level of such equipment at a reasonable level to avoid disturbing nearby residents. The determination of a reasonable sound level shall be the judgment of the City employee on duty and/or the law enforcement personnel and all instructions of such persons shall be complied with immediately. **Gambling:** as defined by any Federal, State, or local law, is prohibited.

Bird Seed: Use of bird seed, straw, hay, sand, glitter, and similar materials is prohibited.

INDEMNIFICATION: I, the Renter, hereby agree to hold harmless and indemnify City, its officials, agents, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising or growing out of loss or damage to property, or injury to or death of persons, resulting in any manner whatsoever directly or indirectly, by reason of this Agreement or the use of facilities or equipment by the Renter or any person claiming use under or through the Renter, unless such loss, damage, injury, or death is due to the sole negligence of the City. The Renter and all others using said facilities under this Agreement hereby waive any and all claims against the City of damage to persons or property in, or about said facilities.

I further agree to abide by all rules and regulations relating to use of City facilities.

I certify that the information provided is true and correct, and that all information regarding the facility reservation has been disclosed. I further agree to immediately notify the Recreation Division if any of the information stated changes.

Signed: _____ Date: _____

Print Name: _____

Title (if applicable): _____

FOR CITY USE ONLY

TO BE COMPLETED BY STAFF PERSON ACCEPTING REQUEST

Reservation number: _____

Staff name: _____

Photo ID checked: _____ Address verified: _____ Information complete: _____ Form signed: _____

Number of attendees checked: _____ Deposit charged: YES NO Amount: \$ _____

ALCOHOL PERMIT REQUIRED: YES NO

TO BE COMPLETED BY REVIEWER

Notes/ Conditions: _____

Reviewed by: _____ Signature: _____ Date: _____

TO BE COMPLETED BY APPROVER

Reservation Request is: Approved Denied Notes: _____

Approved by: _____ Signature: _____ Date: _____