FACILITY RENTAL AGREEMENT

Approval of Application and Issuance of a Rental Permit: Rental Permits may be issued under the following conditions: The requested facility, date, and time are available for Rentals; The Rental will not interfere with City business or programs; A completed and signed Reservation Application has been submitted by the Renter; All applicable fees have been paid; and All conditions of the Rental have been met.

Standard Conditions of Approval for all Park Rental Permits are as Follows:

1. Renter, or if Renter is an organization, Renter's authorized representative(s) must be present at the Rental at all times.
2. Renter shall sign a hold harmless and indemnification agreement.
3. Renter must purchase from the City's vendor or provide commercial general liability insurance coverage of not less than $1,000,000 written with a company reasonably acceptable to City and authorized to do business in the State of California. The policy shall provide for a minimum coverage of one million dollars ($1,000,000.00) for bodily injury or death of any person or persons in any one occurrence, and one million dollars ($1,000,000.00) for loss by damage or injury to property in any one occurrence, and shall include automobile coverage. The policy shall contain a provision providing for a broad form of contractual liability, including Product Liability coverage if food and beverages are dispensed at the Rental. The policy or policies shall be written on a claims made basis. The policy shall name Renter as the insured and the City of Moorpark, its officials, employees, and agents as an additional insured. The policy shall also provide that the City shall be notified in writing, at least thirty (30) days prior to any termination, amendment cancellation or expiration thereof. Renter shall furnish City evidence of all insurance policies required in the form of a Certificate of Insurance and additional insured endorsement. It is acknowledged by the Renter that all insurance coverage required to be provided by Renter will apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City. Insurance documentation must be provided to the City at least ten (10) business days prior to the first Rental date.
4. The Renter, his/her employee or employees, patrons, guests, or any person admitted to the Rental by the Renter, must comply with the Moorpark Municipal Code, the conditions set forth in the Rules and Regulations Governing City Facility Rentals Resolution (Rules), and all conditions specific to the Rental Permit. Rental Permits are immediately revocable if any individual or group violates any rule or regulation established by the City. If a Rental Permit is revoked for a violation, all fees collected for the subject Rental will be retained by the City and the Renter will be billed for any costs incurred to terminate the Rental activity including but not limited to City staff and police personnel. Renter shall reimburse the City the amount due within fifteen (15) calendar days of receipt of invoice.

Right to Revoke or Deny a Rental Permit: The City may revoke an issued Rental Permit or deny a Reservation Application, when it is determined by the Director that the proposed use of the Facility is not consistent with the intended use of the Facility, or the use 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 in the Moorpark Municipal Code, State law, or established by the Rules 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 Facility as determined by the Director at his/her sole discretion.

Right to Establish Additional Rules and Conditions: The Director may establish additional rules, regulations, and conditions pertaining to City facility use and Rental Permits, so long as such requirements are consistent with the Rules and Chapter 12.16 of the MMC, and are published in writing.

Rental Cancelations and Fee Refunds: Rental fee refunds for Rental cancellations are subject to the fees described below and the fee amounts as specified in the City Council's Resolution Establishing Facility Rental Fees, Deposits, and Additional Charges (Rental Fees Resolution). Refunds will not be issued for permits with rental fees of $25 or less. The permit application fee is non-refundable.

A. For cancellations received (45) calendar days or more in advance of the Rental date, the City will refund all fees paid less any costs incurred by the City, including staff costs, plus a refund processing fee. Renter may also reschedule the canceled Rental, or receive a full credit (less any nonrefundable fees and costs incurred by the City). Credit must be used within 1 year.

B. For cancellations received between (44) and (15) calendar days prior to the Rental date, the City will refund all fees paid less any costs incurred by the City, including staff costs, plus a cancellation fee and a refund processing fee. Renter may also elect to reschedule the canceled Rental, or receive a full credit (less any nonrefundable fees and costs incurred by the City). Credit must be used within 1 year.

C. For cancellations received less than (15) days prior to the Rental date, the City will refund the security deposit only, less any costs incurred by the City, including staff costs, plus a refund processing fee. Rescheduling of the Rental or issuance of a credit may only be considered with extreme extenuating circumstances as approved at the sole discretion of the Director.

Security Deposits: Security Deposits may be required for certain Rentals, in the amounts specified in the Rental Fees Resolution. The Director may determine that all or a portion of the deposit will be retained for excessive clean up or any damage to the facility or property, additional staff costs not included in the fees paid, or if the Renter fails to meet any condition of the Rental as provided for in the Rules. Should damage, cleanup or other expenses exceed the amount of the deposit, the Renter shall be billed for the difference.

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Rental Hours: Indoor facilities at the Arroyo Vista Recreation Center and City Council Chambers are available for Rental from 7:00 a.m. 10:00 p.m. Indoor facilities at the Moorpark Community Center are available for Rental from 7:00 a.m. to 11:00 p.m. There is a two-hour minimum Rental time. Rental time above the minimum required will be rounded to the nearest half-hour. When renting a kitchen in conjunction with a room Rental, the hours of both rooms must coincide. Indoor facilities are not available for Rental on City holidays including but not limited to New Year's Day, Memorial Day, July 3rd, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Responsibility for Damages to the Facility and Equipment: All equipment must be used only for the purpose for which it was intended. If the Facility or any portion thereof, or any City equipment is damaged, marred or defaced by the act, default, or negligence of the Renter, his/her employee or employees, patrons, guests, or any person admitted to the Rental by the Renter, the Renter will pay to the City from the security deposit such sums as the Director shall determine to be necessary to restore the Facility or equipment to its condition prior to such damage. In the event the damage resulting from Renter's activity exceeds the security deposit, or if no security deposit was paid by Renter, the City reserves the right to bill Renter for expenses. Renter shall reimburse the City the amount due within fifteen (15) calendar days of receipt of invoice.

Decorations: All decorations must be approved by the City and must comply with Section 13-143 of the Health and Safety Code of the State of California as to flame proofing of all decorations and materials. Decorations must be installed so as to not damage or deface City property. The use of nails, tacks, staples, or duct tape are not permitted. Any adhesive used may not leave any damage or residue. Decorations and/or any type of wire or cord may not be hung or draped on any light fixture. Time for decorating must be included in the Rental time.

Clean-Up: It is the responsibility of the Renter to clean up decorations, debris, and their personal supplies and equipment from their Rental. This includes but is not limited to completely removing all decorative items, and the supplies used to attach decorative items such as tape and string. All debris must be placed in a trash receptacle, or if the trash receptacle is full, in a sealed trash bag directly adjacent to a trash receptacle. In the event that debris or the Renter's items are left after the Rental, a fee to remove said debris or items will be deducted from the security deposit at a rate of not less than the City's direct cost as identified in the applicable fee schedule. The Director shall make the final decision whether the security deposit will be returned. In the event the clean-up expenses resulting from Renter's activity exceeds the security deposit, or if no security deposit was paid by Renter, the City reserves the right to bill Renter for expenses. Renter shall reimburse the City the amount due within fifteen (15) calendar days of receipt of invoice.
For Rental use of indoor Facilities, City staff will be responsible for setting up and putting away City property such as tables and chairs. Tables and chairs will be set up according to the quantity rented and included on the Rental Permit and arranged according to the set up diagram provided by the Renter. City staff will also be responsible for sweeping and mopping or vacuuming floors. If tables, chairs, floors, counters, or other surfaces are left in such a condition by the Renter that clean up exceeds 1 hour, additional staff time will be deducted from the security deposit at a rate identified in the applicable fee schedule.

Use of Special Attractions, Performers, and Equipment: The Director shall have the authority to add special conditions of approval as determined necessary to protect the City's property or other Facility users. The use rules and standard conditions of approval for attractions, performers, and equipment shall include the following:

Attractions: Inflatable attractions (including bounce tents, obstacle courses, and slides) and other attractions (including laser tag and non-mechanical rides) may be permitted in specified parks subject to standard conditions of approval as follows: A) Inflatable attractions must be set-up on a rented open grass area. B) Inflatable attractions permitted for use cannot exceed 20 feet by 20 feet in size. C) Bounce tents must be enclosed. D) Attractions must be in good condition and properly anchored. E) Inflatable attractions may only be supplied by a City authorized vendor. F) Renters requesting the use of an inflatable attraction must identify the specifications of the inflatable attraction (dimensions and design) and the name of the authorized vendor on the Rental Application. G) Inflatable attractions must be self-contained (inflated by a generator). H) Inflatable attractions must be transported over turf by a handcart. Vehicles cannot be used to transport or set up special attractions on park turf or beyond the designated parking lots.

Game or food trucks (Trucks): Trucks may be permitted in specified parks subject to standard conditions of approval as follows: A) Trucks may only be used in conjunction with an approved Rental. B) If the Truck will be parked on the street, the Truck must be legally parked and comply with all posted parking restrictions. Trucks cannot park in "No Stopping" or "No Parking" zones, loading zones, or along red curbs. The Truck cannot block traffic or pose a safety hazard. C) If the Truck will be parked in the park parking lot, the truck cannot park across or over the parallel lines of a designated space or park across the parallel lines into the aisle so as to cause a safety hazard. City shall determine and designate space(s) in which Trucks may park. Oversize vehicles (vehicles which exceed nineteen (19) feet in length, seven (7) feet in width, or eight (8) feet in height) are not permitted in park parking lots unless parking lot spaces have been rented. D) Trucks are not allowed on park turf. E) Trucks must be self-contained. F) The Truck company must have a valid Moorpark business registration. Proof may be required. G) The Truck company must provide proof of business auto coverage of no less than State statutory limits per accident and general liability insurance of not less than $1,000,000 per occurrence. H) Food trucks must possess a valid Ventura County Mobile Food Facility permit. I) The Truck must be listed on the rental permit, including the name of the Truck company, truck dimensions, and the parking location.

Performers: Paid or contracted performers, including but not limited to clowns, magicians, balloon artists, face painters, musicians, and disc jockeys, must be listed on the Reservation Application and approved by the City on the Rental Permit. Renter may be required to purchase liability insurance or provide proof of liability insurance of not less than $1,000,000.

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Depending on the nature of the Rental, additional types and amounts of insurance may be required. Performers with live animals are prohibited, except as approved by the City Manager for a non-profit organization Rental.

Equipment: A Rental Permit is required to set up or bring certain equipment onto a City Facility. Equipment including but not limited to sound amplification equipment, canopies covering an area greater than one hundred (100) square feet, mats covering an area of one hundred (100) square feet or greater, soccer or other goals greater than four (4) feet in width or three (3) feet in height, volleyball or badminton nets, taco or other food carts, and barbecues with cylinders 20 lbs. or larger must be listed on the Reservation Application and approved by the City on the Rental Permit. Insurance may be required for use of certain equipment, as determined by the Director.

Attendance and Facility Capacity: Renter agrees to ensure that the number of attendees does not exceed the number declared on the Reservation Application and does not exceed the stated Facility capacity. Noncompliance with this obligation can subject the Rental to cancellation and retention of fees paid including the security deposit.

Facility Access and Storage: The City of Moorpark reserves the right of full access to all Facilities at any time. The City will be responsible for opening and closing rented Facilities. Keys to the Facility will not be issued to a Renter under any circumstances. For indoor rentals, City staff will be available during Rentals to accommodate any access needs by the Renter. Access to storage space is not available unless arranged in advance and included on the Rental Permit. Unless storage space is included on the approved Rental Permit, Renter shall have access to the rented Facility only during the Rental times, and Renter's property may not be brought onto or stored at the Facility before or after the Rental times. The City assumes no liability for Renter's property.

Prohibited at City Indoor Facilities: Alcoholic beverages (except with an approved permit), Smoking, Vaping, Open flame devices except canned jellied fuel (such as Sterno) when used in conjunction with a chafing dish, Fog machines, Littering, Excessive noise, Disorderly conduct, Camping or lodging, Damaging property, Fireworks, Weapons, Charcoal or wood burning portable barbecues, Barbecues with propane cylinders over 40 lbs., Driving on park turf or walkways, Vending (without a permit), Animal shows, Providing gratuities to City staff, Gambling, Throwing of bird seed, rice, confetti, or glitter.

Vendors: Any Renter wishing to include a vendor(s) selling or distributing merchandise, food, informational materials, or any other item to the public at their Rental must include the request on the Rental Application and secure and submit a completed Vendor Information Form from the vendor. Food vendors, including food trucks, must comply with all applicable state, county, and local health code requirements. Vendors must possess a valid Seller's Permit issued by the California Department of Tax and Fee Administration, and must report to them all sales occurring within the City of Moorpark. Vendors must be approved on the Rental Permit. An additional fee will be charged for vendors pursuant to the Rental Fees Resolution. Use of an unauthorized vendor may result in the cancellation of the Rental, and any Rental fees paid, including security deposits, may be retained by the City. The Director has authority to deny, approve, or conditionally approve a vendor request.

General Conditions for Possession and Consumption of Alcoholic Beverages:

a. The Renter must request permission to serve alcoholic beverages on the Reservation Application. The type of alcohol to be served and service times must be included on the application. Permission to serve alcoholic beverages must be approved in advance and included on the approved Rental Permit. Review and concurrence of the Moorpark Police Department may be required for certain events at the discretion of the Director. Such review may impose additional conditions on the rental permit.

b. The possession or consumption of alcoholic beverages may occur during the approved Rental hours only, and may not disrupt or conflict with City business or programs.

c. The service of alcoholic beverages is limited to no more than four (4) hours (or six (6) hours for a nonprofit) and must conclude at least one (1) hour prior to the Rental end time.

d. Consumption, and/or possession of alcoholic beverages is allowed only at the rented Facility or Facilities. Consumption of alcoholic beverages is prohibited in parking lots, or anywhere outside the rented Facility unless approved under the rental permit by the Director. To ensure compliance, the Rental Permit may include conditions such as requiring the installation of temporary fencing, placement of signs, and perimeter security.

e. Alcoholic beverages may not be served to anyone under 21 years of age. Renter is responsible for providing adequate safeguards to prohibit the consumption of alcohol by anyone under 21 years of age and the excessive consumption of alcohol by adults.

f. Depending on the nature of the Rental, additional staff, security guards, and/or law enforcement personnel may be required by the City. The Renter shall pay for all costs related to providing these services, as described in the applicable fee schedules. Staffing conditions and fees shall be included on the Rental Permit.

g. In addition to other insurances that may be required, individual Renters must purchase liquor liability insurance coverage through the City's provider for their Rental with limits not less than one million dollars ($1,000,000). Higher limits may be required based on the nature of the Rental. Businesses and organizations may provide their own insurance coverage. The City of Moorpark must be named as additional insured. Insurance documentation including certificate of liability insurance and endorsement naming City of Moorpark as additional insured and written in a format acceptable to the City, must be provided to the City no less than ten (10) calendar days prior to the Rental date. Failure to do so will result in cancellation of the Rental and forfeiture of Rental fees paid.

h. Additional conditions may be added to the Rental Permit based on the nature of the Rental.

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Sale of Alcoholic Beverages:
a. All conditions described above apply to Rentals that include the sale of alcoholic beverages.
b. A California Department of Alcoholic Beverage Control permit shall be required when alcoholic beverages are sold, the Rental is open to the public, or an admission fee is required to attend the Rental. Said permit shall be secured by the Renter, and a copy provided to the City no less than ten (10) calendar days prior to the scheduled Rental date. Failure to do so will result in cancellation of Rental and forfeiture of Rental fees paid.
c. A Ventura County Environmental Health Division Temporary Food Facility permit is required if alcoholic beverages are sold at an event which is open to the public.

Insurance: Renter shall obtain, provide, and maintain at Renter's sole expense commercial general liability insurance with coverage 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 reasonably 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.

Indemnity:
I certify that the information provided on this application is true and correct and that all information regarding the requested reservation has been disclosed. Further, I agree to immediately notify the Recreation Division if any of the information included on this application changes.
As Renter, I have read, understand, and agree to abide by the rules and regulations set forth by the City of Moorpark Municipal Code, the Rules and Regulations Governing City Facility Rentals, and the terms set forth in this Agreement.
To the fullest extent permitted by law, Renter shall, at Renter's sole expense and with counsel reasonably acceptable to City, defend, indemnify, and hold harmless the City of Moorpark (City) and City's officers, employees, and agents from and against all claims (including demands, losses, actions, causes of action, damages, liabilities, expenses, charges, assessments, fines or penalties of any kind, and costs including consultant and expert fees, court costs, and attorneys' fees) arising out of or relating to this Agreement, the tenancy created under this Agreement, or the Premises, except to the extent caused by City and/or City officers, employees or agents, including without limitation: 1. The use of occupancy, or manner of use or occupancy, of the Premises by the Renter; 2. Any act, error, omission, or negligence of Renter or of any invitee, guest, contractor, or licensee of Renter; 3. Any activities, work, or things done, omitted, permitted, allowed, or suffered by Renter in, at, or about the Premises; 4. Any breach or default in performance of any obligation on Renter's part to be performed under this Agreement, whether before or during the rental term or after its expiration or earlier termination; 5. This indemnification extends to and includes, without limitation, claims for: a. Injury to any persons (including death at any time resulting from that injury); b. Loss of, injury or damage to, or destruction of property (including loss of use at any time resulting from that loss, injury, damage, or destruction); and c. All economic losses and consequential or resulting damage related to Renter's use of facilities. City does not and shall not waive any rights that it may have against Renter because of the acceptance by City, or deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
If Renter is a business/organization: The person signing this Agreement on behalf of Renter warrants and represents that he/she has the authority to sign this Agreement on Renter's behalf and has the authority to bind Renter to the terms of this Agreement.