



# Fountain Valley Recreation and Community Services

## Rental Policies and Procedures

### **1. FACILITY USE AGREEMENT**

**1.1 Agreement:** This Agreement must be completed along with the Application Form to obtain a permit for reserved use of facilities. The policies and procedures set forth in this Agreement are intended to provide use regulations and application and scheduling procedures to accommodate use of facilities. In addition to the policies and procedures set forth herein, all City, State, and Federal laws, rules and regulations must be followed. A City staff person will be on the premises to admit you, or your representative (excluding caterers), at the time specified on your application. If your event extends beyond the end time noted on your application, you will be charged an additional hour, every hour, until you vacate the building. Staff is not responsible for items brought into the facility, it is the responsibility of the renting party. The City of Fountain Valley is not responsible for lost or stolen property. Contracts will be issued to adults only. The individual/group signing the agreement must be present at all times during the event. Profit making groups charging admission, selling material or soliciting donations must submit a detailed letter outlining such events and must submit it for approval by the Community Services Manager/designated employee. City retains sole discretion to deny applications based on the commercial nature of the event.

### **2. GENERAL REGULATIONS**

#### **2.1 ADA Regulation:**

- The City of Fountain Valley does not discriminate on the basis of race, color, national origin, age, or disability in its programs, activities, or use of facilities. Alternative methods of service and assistance will be made available for those wishing to participate or use city facilities. It is the responsibility of the lessee to fulfill the provisions of the Americans with Disabilities Act when using a city facility.

#### **2.2 Contract Obligations:**

- All contract provisions, including payment of fees, must be completed three (3) weeks prior to the event. If a contract is requested less than three (3) weeks prior to the event, payment of all fees and set-up diagram must be completed upon confirmation of the reservation. Overtime charges will apply if event runs over contracted event hours, renters will be invoiced for said time. Guests may not arrive prior to event start time.

#### **2.3 Photo Release:**

- The City of Fountain Valley has permission to use any photos taken during my event and use my likeness in a photograph or digital reproduction in any and all of its publications, including websites, without payment or other consideration. I understand and agree that these materials will become the property of the City of Fountain Valley and will not be returned. I irrevocably authorize the City of Fountain Valley to edit, alter, copy, exhibit or distribute this photo or digital reproduction for purposes of publicizing its programs or for any other lawful purpose. I waive the right to any royalties or other compensation arising from or relating to the use of the photograph or digital reproduction. I hold harmless release and discharge the City of Fountain Valley from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

### **3. FACILITY USAGE**

#### **3.1 Building Scheduling:**

- Building Staff will admit renter to the building at the time specified on the contract. Occupancy is allowed only during the times listed on the application and only while building staff is present. Change in time will be considered up to ten (10) working days in advance of the rental date. As you plan the schedule for your event, be sure to take into account time for:
- Set-up/Decoration\*
- Deliveries (plan to be present for all deliveries)
- Length of program
- Clean-up time
- All furniture and equipment will be set according to floor plan that is confirmed. If no set-up plan is submitted, standard set-up configurations for the type and size of event will be used. "Set-up time" is the earliest time that any deliveries can be made. Deliveries/pickup may only be made during the time for which building use is approved.

\*The renter must remove all equipment, supplies, food, and decorations before leaving the building.

#### **3.2 Kitchen:**

- Kitchen use must be requested on the application and must accompany a reservation of another room in the facility. Use of refrigerator and freezer may be limited and should be discussed with onsite personnel. Applicants must provide their own cooking utensils and supplies, all of which must be removed promptly upon event conclusion. Kitchen and usage of all kitchen equipment is only accessible for those who have requested and paid for kitchen access in advance.

#### **3.3 Music:**

- NO LOUD MUSIC AFTER: (at the discretion of the Recreation Center or Senior Center Building Supervisor.)
- Sunday-Thursday: 9:00pm
- Friday-Saturday: 11:00pm
- The volume of the music may be adjusted by the Building Supervisor.

#### **3.4 Audio Visual Equipment Usage:**

- If AV equipment is damaged all cost will fall on the client. An invoice of the damages will be sent to the renter.

### **4. RESERVATIONS**

#### **4.1 Hours of Operations:**

- City facility hours vary by location. Please contact a specific location for their operating hours.

#### **4.2 Reservations:**

- Applications for the Senior Center and Recreation Center usage must be completed and submitted prior to a reservation being confirmed. Dates and times are only guaranteed once the holding balance is paid. A holding fee of one hour of the event cost is due one week after booking. Rental shall remit complete payment of all facility rental fees due at least three (3) weeks prior to the event. Groups requiring time to decorate or make other preparations must reserve additional time on original permit within the hours of operation. All city ordinances must be observed. If the building supervisor has not arrived to open the facility 15 minutes after your contract requested time please call dispatch in the Police Department for assistance at 714-593-4400 x 487. There will be a \$200 charge for any calls made prior to 15 minutes after the scheduled time on your reservation contract.

#### **4.3 Cancellation:**

- The holding fee will be forfeited if the event is cancelled less than 45 days prior to the scheduled event date. If cancellation of facility rental is more than 45 days prior, a \$10 administrative charge will be withheld from refund.

#### **4.4 Change Fee:**

- The holding fee will be forfeited if the event date is changed less than 45 days prior to scheduled event date. If change of facility rental date is more than 45 days prior, a \$10 administrative fee will be charged. No change requests are guaranteed and are subject to facility availability. All change requests are at discretion of the Recreation Center or Senior Center Building Supervisor.

### **5. PAYMENTS, DEPOSITS, AND INSURANCE**

#### **5.1 Fees:**

- The city reserves the right to change fees. Rates quoted initially are only guaranteed up to 60 days prior to each event.

### **6. FACILITY REGULATIONS**

#### **6.1 No Smoking Policy:**

- The Fountain Valley Senior Center and the Recreation Center are non-smoking facilities.

#### **6.2 Decorations:**

- Decor must be flame retardant.
- No propane containers are allowed in the building.
- All decorations must be removed before leaving the building.
- No decorations are allowed on walls or to be hung from ceiling.
- No use of tacks, nails, staples, tape, or any other fastening method.
- Candle centerpieces may be used; however, they must be approved four weeks before the event.
- No hay, straw, confetti, birdseed, popcorn, rice, or glitter.
- No fog or smoke machines.

#### **6.3 Building Clean-up:**

- Clean up must begin half hour (1/2) before contract time ends. Failure to vacate the building on time will result in additional charges. The event holder is responsible for the clean-up of the room(s), inside and outside of the facility, to include, but not limited to the following:
- All property, equipment, walls, and furnishings must be kept clean and undamaged.
- No equipment or furnishings may be removed from the building or moved from room to room. (Additional equipment, if available, may be obtained from the Building Supervisor).
- Persons or groups will be charged for lost, stolen, or damaged equipment.
- All floors must be left in the same condition found. Clean spills immediately. Carpet spills should be reported to the Building Supervisor immediately to treat and prevent stains.
- Tables and chairs are to be left clear and undamaged.
- All trash should be gathered and left neatly for cleaners by trash cans.
- All items left in the kitchen shall be thrown away.
- Coffee pots are to be cleaned and returned to the kitchen.
- Ovens and stoves to be turned off.

- Leave facility in the same condition as you found them this includes rental rooms, restrooms, kitchen, lobby, storage rooms, parking lots, sidewalks and hallway.

NOTE: IF THE BUILDING IS NOT CLEANED, YOU WILL BE INVOICED FOR THE CLEAN UP SERVICE.

**6.4 Gambling:**

- Gambling, use of profane language, boisterous talking, or indecent conduct shall not be permitted or tolerated and the City may close the facility for violations.

<b>7. SECURITY &amp; INSURANCE</b>
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**7.1 Security:**

- To protect the Fountain Valley community as well as the visitors and property of the City of Fountain Valley, the use of the building will not be granted to any organization which is deemed detrimental to the public welfare by the Fountain Valley Police Department. Facility Use Agreements will only be continued with organizations or person(s) who demonstrate responsibility.
- Security will be required for any event serving alcohol and may be required for large community events as directed by the Recreation and Community Services Director. If security is required the contract holder will be responsible for obtaining authorized security from the Fountain Valley Approved Vendor List. If you have any questions please communicate with the Building Facility Rental Supervisor.

**7.2 Insurance:**

- Insurance may be required at the direction of the Recreation and Community Services Director. The insurance policy will be required to name the City of Fountain Valley as additionally insured. Policy limit is a \$1 million minimum of combined single limits.

<b>8. ALCOHOL</b>
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**8.1 Alcoholic Beverage Restrictions:**

- Alcohol shall not be served to anyone under the age of 21. Applications to serve alcoholic beverages at City buildings will not be considered for any youth activities including birthday parties for minors, Quinceañeras, student activities, baptisms, or graduations. The renters’ failure to comply, monitor, and enforce this law will be grounds for terminating the function/activity and forfeiting all of the room fees that have been paid.
- Groups serving alcohol may be required to provide the City with a Certificate of Insurance naming the City of Fountain Valley as the additionally insured as directed by the Recreation and Community Services Director. Policy limit is a \$1 million minimum of combined single limits.
- The consumption of alcoholic beverages is limited to the room(s) rented. Alcoholic beverage consumption is not allowed in parking lots, grounds, lobbies, restrooms, hallway, or kitchen.
- The consumption of alcoholic beverages is prohibited during set up and clean up time.
- Alcoholic beverages served from a beer keg must be located in the outside fenced patio or kitchen.
- No beverages that contain red, orange, or purple dye allowed, only those beverages with fresh fruit juices or sodas as their base can be used.
- The service of alcoholic beverages must end a half hour (1/2 hour) prior to the Security Guards leaving the building.
- The service of alcoholic beverages must end a half hour (1/2 hour) prior to the contract end time.
- The State of California Alcoholic Beverage Control Commission (ABC) regulates the sale of alcoholic beverages. All activities at City buildings at which alcoholic beverages are sold must receive an Alcoholic Beverage Control License. These permits can be obtained at:

Alcoholic Beverage Control Commission 2  
MacArthur Place Suite #200, Santa Ana CA 92707.  
(657) 205-3533

- A copy of this permit must be filed with the facility use form before approval. The ABC permit must be in possession of the applicant throughout the activity.

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I hereby forever release, indemnify, covenant not to sue, discharge, and hold harmless the City of Fountain Valley and its officers, employees, agents, and representatives from any liability, claim, or action for damages resulting from or in any way arising out of the use of the facility or equipment. I agree to abide and enforce the rules, regulations, and policies governing the facility. I will accept all responsibility for any damage to premises, furniture, equipment, or grounds resulting from use of facility. I will accept responsibility for, and assume the risk of any injuries, death, communicable diseases, illness, viruses, and/or damages arising out of the rental of a city facility including, but not limited to, losses caused by the passive or active negligence of the released parties or of hidden, latent or obvious defects or dangerous conditions in any City property.

**I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION AND AGREE TO COMPLY WITH ALL OF THE ABOVE-  
STATED POLICIES AND PROCEDURES**

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Signature

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Date

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Print Name

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Rental Date(s)