

Facility Permit:

Renter Information

Fees

Reservation Fee: _____ (Renters Initials)

The \$100 non-refundable Reservation Fee will be kept for those rentals that cancel fourteen (14) or more days in advance of the reserved date. If you cancel within the final fourteen (14) days before the reservation all funds that have been paid will not be refunded.

Staff Fee: _____ (Renters Initials)

Recreation Department staff shall be present during the entire use of our facilities. Staff will arrive at the time indicated on the application, open and monitor the building, periodically on check activities, monitor clean up, and close the facility following the event. This fee has been included in the rental fee above and is charged at the prevailing rate at the time of reservation

Alcohol Permit: _____ (Renters Initials)

This non-refundable, \$100 fee is required for all events where alcohol will be served or consumed. Alcohol is only allowed at the following locations: Monteville Recreation Center, Norman Park Center, Salt Creek Recreation Center, Veterans Park Recreation Center, and the Woman's Club.
(CVMC 2.66.040)

Facility Rules & Regulations

Guidelines: _____ (Renters Initials)

1. Rental fee will be assessed from the time reserved for setting up and decorating until the time the group vacates the premises, regardless of whether the renting party is in the facility the entire time.
2. Staff fees are assessed for each Recreation Department staff member who is assigned to work the rental function.
3. The applicant is responsible for clean-up of the reserved facilities, which includes cleaning and putting away tables and chairs, disposing of trash, removing all decorations, sweeping, mopping and general cleaning of rented areas.

4. Applicant will be charged for any extra staff or building usage time over the rental time listed on the Approved permit, or for any damages, rule violation(s) or cleaning fees.

Decorations: _____ (Renters Initials)

1. Facility users are responsible for the application and complete removal of all decorations.
2. Facility users must also provide their own supplies for decorations, i.e. painters tape, tablecloths, etc.; the facility does not provide any supplies.
3. No decorations of any kind may be attached to any part of the facility or facility equipment with tacks, staples, glue, etc. Other decorations may be attached to tables and chairs with painters' tape. All tape must be completely removed during clean up. No decorations may be affixed to walls unless painter's tape is used. Applicant is responsible for repair if tape pulls paint off the walls.
4. Use of candles or any open flame is prohibited.

Facility: _____ (Renters Initials)

1. Absolutely no smoking is permitted in any area of the facility or park. (CVMC 8.22.030)
2. All caterers and their employees must have current San Diego County Health Permits. It is recommended that these permits and proof of insurance be shown to or obtained by the renter prior payment for services.
3. No glass bottles, cups, tumblers, jars, or containers used for carrying or containing any liquid for drinking purposes are permitted in the center (CVMC 2.66.035).
4. A Disc Jockey (DJ) or band playing for the function must have a City of Chula Vista business license and will need to show proof prior to payment of rental. Music may not be audible for more than 100 feet from point of emission or more than 50 feet outside of the facility. (CVMC 2.66.3185) All electronic sound producing, and/or amplifying equipment must be turned off and disconnected no later than 11:00 P.M
5. The facility must be cleaned and completely vacated by the ending time listed on the approved permit.



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Agreement

ANY FACILITY USE AGREEMENT IS SUBJECT TO THE CONDITION THAT THE CITY EXPRESSLY RESERVES THE RIGHT TO UNILATERALLY CHANGE OR REVOKE THE APPLICATION IN PART OR ENTIRELY SHOULD THE CITY'S FACILITY USE POLICIES AND/OR PROCEDURES CHANGE. FAILURE TO COMPLY FULLY WITH ESTABLISHED FACILITY RULES AND REGULATIONS WILL RESULT IN PARTIAL OR COMPLETE FORFEITURE OF CLEANING/DAMAGE DEPOSIT AND/OR IMMEDIATE TERMINATION OF THE RENTAL FUNCTION.

Indemnity Statement

- a) **Generally.** Licensee shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents, harmless from and against any and all liability, claim, from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Licensee, its officials, officers, employees, agents, contractors, volunteers, and invitees (cumulatively ?Licensees?) arising out of or in connection with its use of the Premises and any facilities thereon. This indemnity provision does not include any claims, damages, liability, costs and expenses (including without limitations, attorney's fees) arising from the sole negligence, active negligence or willful misconduct of the City, its officers, or employees. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Licensees or any third party.
- b) **Costs of Defense and Award.** Included in the obligations in Section a, above, is the Licensee's obligation to defend, at Licensee's own cost, expense and risk, any and all aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents and/or volunteers. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expense and cost incurred by each of them in connection therewith.
- c) **Insurance Proceeds.** Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, and/or volunteers.
- d) **Declarations.** Licensee's obligations under shall not be limited by any prior or subsequent declaration by the Licensee.
- e) **Enforcement Costs.** Licensee agrees to pay any and all costs City incurs enforcing these indemnity and defense provisions.
- f) **Survival.** Licensee's obligations under these indemnity and defense provisions shall survive the termination of this License.
- g) **Photography.** Licensee understands that under this facility use, Licensee and invited participants may be photographed or videotaped and Licensee and invited participants agree to allow their photographs, videos and/or other likenesses to be used for any legitimate purpose by the City, its elected officials, officers, employees, agents and/or volunteers, facility owners, event holders, sponsors, directors and their agents or assigns.

I, _____ (printed name), have read, completely understand and will abide by the above rental fees & charges, rules and regulations.

Signature of Applicant _____ Date _____