



FACILITY RESERVATIONS TERMS and CONDITIONS

The following guidelines are provided to assist you in planning your event at a City-owned rental facility, including adjoining City owned property (collectively “facility” sometimes herein). Please read the guidelines carefully and sign in the appropriate space. By signing this document you the undersigned (“you”, “your” or “User”) are agreeing to comply with all terms and conditions. Please make your contract vendors (caterers, decorators, etc.) aware of these guidelines. If you have any questions, please feel free to contact the Facility Reservations Coordinator at 714.990.7140 or by email at melissad@cityofbrea.net.

- ◆ **Cancellation Policy:** Cancellation of a rental or changing of a confirmed date will result in loss of security deposit. If facility can be rebooked with a comparable rental (one equal or greater in size) then 75% of the User’s deposit will be returned. Cancellation 30 days or less prior to an event will result in the loss of any rental fees paid, in addition to deposit.
- ◆ **Residency/Contract:** To qualify for the Brea Resident rate, the licensee must provide proof that they live, work or go to school in Brea. The licensee/User is responsible for signing all rental documents and paying all fees. All communication regarding event details will be between the City of Brea and licensee/User only. Once a deposit is placed, we are unable to transfer the rental to another party.
- ◆ **Security/Damage Deposit and Rental Fees:** A security/damage deposit is required to reserve your rental space. This deposit is refundable in full approximately two to three weeks after your event provided that all facility rules are followed and the facility is left in the same condition that it was found prior to your event. All rental fees are payable in full one (1) month prior to event date. Please keep in mind that rental fees due do not include the initial rental deposit and security, if applicable, is paid directly to the security provider.
- ◆ **Smoking:** Smoking is not permitted inside any City facility. Smoking is allowed in designated outside areas only.
- ◆ **Maximum Capacity:** The maximum capacity of the Community Hall is 320 for dining/banquet set-up or 450 for a theater style set-up. The maximum capacity of the Civic Center Community Rooms A&B is 180 for dining/banquet set-up or 225 for a theater style set-up. If your event exceeds the maximum level then it is in jeopardy of being closed down by Facility Staff, Fire or Police Departments and you will forfeit any fees paid for the facility.
- ◆ **Children:** Children are not to be left unattended at any time and are to remain in the designated rental area. Under no circumstances are children allowed into any non-rental area. The non-rental areas include, but are not limited to, the Brea Community Center

main concourse, gymnasium, fitness, café and table tennis areas. An additional fee will be assessed if at any time it becomes necessary for Facility Staff to respond because of a disturbance(s) caused by unattended children in your party. Babysitting services are available for an additional charge. Please contact the Facility Coordinator for more information.

- ◆ **Police:** If it becomes necessary for the Police Department to respond to the facility because of a disturbance(s) caused by participants at your event, you will be held liable for all police and additional staff charges incurred by the City at a rate of \$75 per hour.
- ◆ **Music:** DJ's or bands are permitted at your event, however no smoke or bubble machines will be allowed. All music must end at least one hour prior to the end of scheduled rental time. Events taking place in the outdoor Arts Garden must have music/amplified sound completely turned off by 10p.m.
- ◆ **End of Event:** Your end time means the facility must be empty of guests and cleaned up. We require you allow enough time to clean and remove all of your items prior to the end of your event. For events with under 100 guests, 30 minutes minimum is required, and for events with over 100 guests, one hour minimum is required. Facility staff will provide trashcans and liners for your use in cleaning the facility. Staff will check the facility prior to your leaving and note any problems on the facility evaluation sheet. Facility staff will take down the tables and chairs.
- ◆ **Insurance:** Insurance is required of all facility Users. The User shall obtain, and keep in full force, at User's expense, for the mutual benefit of City and User, commercial general liability insurance protecting against: 1) claims and liability for personal injury, death or property damage arising out of or connected to the use, occupancy, disuse, or misuse of the facility or adjoining areas and ways; 2) at least \$1,000,000 for bodily injury or death for any one person; 3) at least \$1,000,000 for any one accident or occurrence; 4) at least \$2,000,000 in aggregate; 5) the agreement shall be carried only by responsible insurance companies licensed to do business in the State of California and having a Best Rating of not less than –A:VII. All such policies shall contain language to the effect that: 1) City of Brea, Brea Redevelopment Agency and their respective elected and appointed officials, employees and volunteers are added, by endorsement, as additional insureds; 2) the insurer waives the right of subrogation against any of the additional insureds; 3) the policies are primary and non-contributing with any insurance that may be carried by the City; and 4) they cannot be canceled or materially changed except upon prior written notice by the insurer to the City. In the event of any such cancellation or material change, any agreement between City and User shall terminate and be of no further force and effect. User shall furnish City with a Certificate of Insurance and original endorsement evidencing such insurance and naming additional insureds at least ten (10) working days prior to User's use of the facility. The required insurance policy and Certificate of Insurance issued to the City must contain the following language:

The City of Brea, its elected or appointed officials, employees and volunteers are included as additional insureds by endorsement. This coverage shall be primary and City insurance shall not contributory. There shall be no subrogation against the City. No cancellation or material change shall be made without thirty (30) days written notice to the City.

◆ **Obtaining Insurance through the City's vendor:**

If the User's insurance cannot meet City requirements, a one-day special event policy must be purchased from the City's recommended insurance provider.

To apply for, make a payment, and obtain insurance coverage, the User must contact the City recommended insurance provider directly. The User must be provided with a certificate from the insurance provider, which is then given to the Facility Coordinator 30 days prior to the event date. Insurance rates vary based on types of activities performed at the rental.

This is a **separate** payment that is provided to the insurance provider directly. This payment is made online at www.2sparta.com to receive their insurance certificate.

By signing this document the User agrees that User shall indemnify, defend and hold the City, Agency, City's and Agency's elected officials, employees and volunteers free and harmless with respect to any and all claims and liabilities for personal injury, death and/or property damage arising out of, or connected to, User's or User's invitees, contractors' or guests' occupancy and/or use of the City facility.

Decorating: Please allot enough time in your rental time to allow for your outside vendors to come in and prepare for your event, this also means allowing time at the end of your event to take down all decorations and clean the facility before your end time. Facility Reservations staff will have the facility set-up at the time listed on your contract. The City is not liable for personal property before, during or after an event.

- ◆ Any candles or centerpieces with candles require prior approval from the City of Brea Fire Department. It is the User's responsibility to obtain approval from the Fire Department, pay all necessary fees and forward completed paperwork to Facility Reservations. Specifications can be obtained from the Facility Reservations Coordinator.
- ◆ Helium balloons are allowed, but must be anchored in order to keep them from floating to the ceilings. If tied to tables, chairs or railings all string must be cleaned off at end of event.
- ◆ Decorations may not be suspended or attached to ceilings, walls, fixtures or windows. Table and freestanding decorations are suggested. All decorations must be removed at the end of your event.
- ◆ Confetti, rice, glitter or birdseed is not allowed inside or outside of the facilities.
- ◆ All rental equipment must be removed from facility at end of event, unless prior arrangements have been made with Facility Reservations Coordinator.

Kitchen Rental/Caterer Responsibilities: A licensed caterer or restaurant with a Health Department Permit must be used for all food service at City facilities. Homemade food is strictly prohibited. A copy of your contract with a caterer and proof of the caterer's Health Department Permit must be on file prior to use of the facility.

- ◆ Warming trays, chafing dishes and sterno may all be used inside the facilities. The facility does not provide any pots, serving dishes or utensils.
- ◆ Propane is NOT allowed inside any facility. Any use of barbecues or propane in an outside area needs prior approval by the Brea Fire Department and must be done in approved locations.

- ◆ Any cooking/warming to be done in outdoor areas must be approved by the Facility Reservations Coordinator. If approved, cooking and cleaning must be done within the parameters of the arrangement made with the Facilities staff, otherwise additional cleaning fees will be accrued.
- ◆ Fry cookers are NOT permitted.
- ◆ Clean-up responsibilities: It is your responsibility to bring in your own cleaning supplies.
- ◆ All trash/waste must be placed in the proper trash receptacles. This includes the disposal of cooking oil, cleaning chemicals, etc.
 1. Wipe up all spills and drips from counter tops and cupboard fronts.
 2. Wipe up all spills from range top and inside ovens.
 3. Remove all food from refrigerator and dispose of properly.
 4. Dispose of all trash.
 5. Empty and clean coffee makers.
 6. Clean all sinks.
 7. Sweep floors.
 8. Ask for a facility worker to check kitchen prior to your leaving the facility.

Alcohol and Security Requirements: Alcohol use refers to ANY beverage that contains alcohol. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law and City Ordinances. Failure to comply with any regulations will result in immediate revocation of permission to use alcohol. **Security is required at all events that serve and/or sell alcohol.**

- ◆ Security is required at all events that serve and/or sell alcohol.
- ◆ At the discretion of the Community Services Director, any group of any size may be required to hire security regardless of whether or not alcohol is being served.
- ◆ The User is required to hire the City recommended security company.
- ◆ The hourly rate for security services is subject to change and is based on current rates provided by the security company.
- ◆ The User is responsible for paying the security company directly for their services.
- ◆ For events where security is required, security service will be scheduled consecutively from the time event begins (excluding set-up) until the User has finished clean-up and vacated the facility.
- ◆ Security is required at a ratio of one guard for events up to 100 people; two guards for 101-320 people. The number of security required at events with more than 320 people will be at the discretion of the Facility Coordinator.
- ◆ Alcohol service must be stopped one hour before your event ends, which is one hour prior to your clean-up time.
- ◆ Only persons 21 years of age or older are permitted to serve alcohol and are not allowed to consume any alcoholic beverage prior to or while serving alcohol.
- ◆ It is prohibited to serve/sell alcoholic beverage to any person who is intoxicated.
- ◆ Alcohol may not be served to minors. Alcoholic beverages are to be served only to persons 21 years of age and older. The User's failure to comply, monitor and enforce this law is grounds for terminating the activity and forfeiting the refundable deposits and rental fees which have been paid.
- ◆ Consumption of alcoholic beverages is prohibited during set-up and clean-up time.
- ◆ All hard liquor must be distributed into individual servings.
- ◆ Guests of the User are not allowed to bring in their own alcohol.

- ◆ Facility event staff and security staff will be monitoring your event and have the authority to suspend the serving/selling of liquor and/or close your event. If it becomes necessary for the Police Department to respond to the facility because of a disturbance(s) caused by participants at your event, you will be held liable for all police and additional staff charges incurred by the City at a rate of \$75 per hour.
- ◆ Liquor is not permitted outside of the rental room or in the parking lots. Liquor is permitted on the private patio or as designated by the Facility Reservations Coordinator.
- ◆ Beer kegs may not be placed directly on the floor. They must be in a tub or on a table and have suitable material underneath to prevent condensation on the floor or carpet.
- ◆ For events serving alcohol, a licensed bartender, responsible beverage server, or a caterer with a Type 47 license is strongly encouraged for the safety of your guests and/or the User's own personal liability.
- ◆ An Alcohol Beverage Control (A.B.C.) License must be provided if alcohol is to be sold during the scheduled activity, if a donation is requested or admission is by donation, if admission is charged, or if presale is charged for an event where alcohol is present. The A.B.C. License must be on file with the City two (2) weeks prior to your event and must be approved by the City of Brea Police Department. It is the responsibility of the User to contact Alcohol Beverage Control to obtain a license. A letter regarding your event will be provided for you to present to the Alcohol Beverage Control License office. Contact Alcohol Beverage Control at:

28 Civic Center Place
 Santa Ana, California
 714.558.4101

- ◆ If alcohol is to be sold or is part of admission to an event, insurance rates may increase. Please contact the City's Special Event Insurance provider for accurate rates.
- ◆ Bar rental: The portable bar must be cleaned after your event. All water, ice, etc. must be emptied from the bar. You will need to have your own cleaning supplies for cleaning. Have a facility worker check the bar out before you leave the facility.

The User's failure to comply, monitor and enforce any of the rules and regulations listed above are grounds for terminating the activity and forfeiting the refundable deposits and rental fees which have been paid.

I have read and agree to abide by the above guidelines.

Signature _____ Date _____