



CITY OF GUADALUPE
Parks & Recreation Department
918 Obispo Street, Guadalupe, CA 93434
(805) 356-3894 Telephone

APPLICATION FOR FACILITY USE

1. FACILITY INFORMATION

Name of Facility _____

Address/Area/Location of Facility _____

2. RENTER INFORMATION

Contact name _____ Organization _____

Home phone _____ Work phone _____

Address, City, State, Zip _____

3. EVENT INFORMATION

Description of event _____ Admission fee charged? Yes No

_____ Will there be music? Yes No

_____ Type of music _____

Date of event _____ Will food be served? Yes No

Estimated attendance _____ Will food be sold? Yes No

Time event begins (incl. set up) _____ Will alcohol be served? Yes No

Time event ends (incl. clean up) _____ Will alcohol be sold? Yes No

Open to the public? Yes No

Will minors be present? Yes No

I. CONDITIONS OF USE

A. RESERVATIONS

1. RENTER desirous of a FACILITY will be accepted and approved on a first come, first served basis.
2. A FACILITY is not considered rented until (1) RENTER delivers to the CITY OF GUADALUPE the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the CITY OF GUADALUPE; and (2) the CITY OF GUADALUPE, in its sole discretion, approves such rental in writing.
3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this AGREEMENT.
4. RENTER shall provide the CITY OF GUADALUPE Manager or his/her designee with a single contact who is to serve as the representative for RENTER's activities.
5. RENTER shall be responsible for securing all required permits and licenses.
6. The FACILITY shall be used for the purpose stated in this agreement and no other use will be permitted.
7. RENTER shall not use the CITY OF GUADALUPE's name to suggest endorsement or sponsorship of the event without prior written approval of the CITY OF GUADALUPE Manager or his/her designee. RENTER's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. RENTER shall permit any CITY OF GUADALUPE officers, employees, or agents to visit the event described in this AGREEMENT.
9. RENTER shall be responsible for picking up the keys to the FACILITY, if any, from the CITY OF GUADALUPE prior to the event. RENTER shall return keys immediately following the event to the CITY OF GUADALUPE.
10. Under no circumstances shall RENTER sublease or allow any other organization or individual to use the FACILITY for the period for which RENTER has contracted. RENTER is an independent contractor and not the agent or employee of the CITY OF GUADALUPE.

B. FEES – See attached

1. The CITY OF GUADALUPE may require a rental fee and/or a deposit from RENTER.
2. Any person or agency holding a reservation for the use of CITY OF GUADALUPE facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the FACILITY.
3. The CITY OF GUADALUPE may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this AGREEMENT.
4. RENTER is responsible for any lost keys, and any costs that the CITY OF GUADALUPE might incur to replace and/or re-key the FACILITY.
5. In the event the FACILITY is left damaged, RENTER shall be charged for any and all janitorial and/or repair fees incurred by the CITY OF GUADALUPE as a result of same and these fees shall be billed to RENTER.

C. INDEMNIFICATION AND INSURANCE

1. RENTER shall indemnify, defend, and hold harmless the CITY OF GUADALUPE, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, unless solely caused by the gross negligence or willful misconduct of the CITY OF GUADALUPE, its officers, employees, or agents.
2. **General liability insurance.** RENTER shall maintain 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, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name the CITY OF GUADALUPE, its officers, employees, agents, and volunteers as additional insureds prior to the rental date of the FA. RENTER shall file certificates of such insurance with the CITY OF GUADALUPE, which shall be endorsed to provide thirty (30) days notice to the CITY OF GUADALUPE of cancellation or any change of coverage or

limits. If a copy of the insurance certificate is not on file prior to the event, the CITY OF GUADALUPE may deny access to the FACILITY.

All insurance policies shall be issued by an insurance company 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, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City of Guadalupe's Risk Manager.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the CITY OF GUADALUPE requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY OF GUADALUPE.

3. RENTER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the CITY OF GUADALUPE's facilities and adjoining property to the CITY OF GUADALUPE Manager or his/her designee, in writing and as soon as practicable.
4. RENTER waives any right of recovery against the CITY OF GUADALUPE, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of "acts of God" to the CITY OF GUADALUPE, its officers, employees, or agents.
5. RENTER waives any right of recovery against the CITY OF GUADALUPE, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, even if the CITY OF GUADALUPE, its officers, employees, or agents seek recovery against RENTER.

D. SECURITY

1. The CITY OF GUADALUPE, at its sole discretion, may require a certain number of security officers for the event. RENTER shall be responsible for procuring and paying for security officers through the CITY OF GUADALUPE or a private security agency.
2. RENTER is solely responsible for supervising all individuals at the FACILITY and adjoining property during the event. The CITY OF GUADALUPE is not responsible for providing this supervision. However, the CITY OF GUADALUPE may evict individuals from the FACILITY during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

E. SET UP / CLEAN UP / DECORATIONS

1. RENTER, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the FACILITY prior to or after the event time period. RENTER shall be responsible for arranging access during the time requested for entry and exit of the FACILITY.
2. RENTER shall not prepare or decorate the FACILITY prior to the event start time, unless RENTER provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
3. RENTER shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the FACILITY and shall not make or allow to be made any alterations of any kind therein.
4. RENTER shall be responsible for all cleanup of the FACILITY, including adjacent grounds, at the end of the rental. RENTER shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the FACILITY, leaving the FACILITY clean and free of all trash and litter. RENTER shall also leave all fixtures, if any, in good working condition.
5. RENTER shall not store any equipment or materials at the FACILITY or adjoining property without the prior written approval of the CITY OF GUADALUPE Manager or his/her designee.
6. RENTER shall be responsible for any and all damage to the FACILITY and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, RENTER shall be charged for any and all janitorial and/or repair fees incurred by the CITY OF GUADALUPE as a result.

F. EQUIPMENT / ACCESSORIES

1. RENTER shall not remove, relocate, or take CITY OF GUADALUPE property outside of the FACILITY for any reason without the prior written approval of the CITY OF GUADALUPE Manager or his/her designee.
2. RENTER shall not use CITY OF GUADALUPE equipment, tools, or furnishings located in or about the FACILITY without the prior written approval of the CITY OF GUADALUPE Manager or his/her designee.
3. RENTER shall not drive motorized vehicles on field or green space.
4. The CITY OF GUADALUPE does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. RENTER, at its own cost, may bring these systems into the FACILITY for their use.
5. RENTER shall secure the approval of the CITY OF GUADALUPE before using audio/visual systems, public address systems, and live or recorded amplified music. RENTER shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the [CITY OF GUADALUPE] Manager or his/her designee.

G. MISCELLANEOUS

1. RENTER shall comply with all local, state, and federal laws and regulations related to the use of the FACILITY. The RENTER agrees to abide by all applicable federal and state accessibility standards and regulations.
2. RENTER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY.
3. Gambling of any kind is not permitted at the FACILITY.
4. Smoking is not permitted at the FACILITY.
5. No animals are permitted at the FACILITY, with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
6. If RENTER violates any part of this AGREEMENT or reports false information to the CITY OF GUADALUPE, the CITY OF GUADALUPE may refuse RENTER further use of the FACILITY and RENTER shall forfeit a portion of or all of the rental fee and/or the deposit.

7. The CITY OF GUADALUPE may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
8. Any person aggrieved by the CITY OF GUADALUPE's decision with respect to this AGREEMENT may appeal to the CITY OF GUADALUPE Manager or his/her designee in writing no later than five (5) days after the CITY OF GUADALUPE's decision has been communicated to the aggrieved party.
9. If any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature

Address

Print name

Home phone

Organization

Work phone

[CITY OF GUADALUPE] USE ONLY

SECURITY	
Security Officers Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Number Required _____
Security Service Confirmed <input type="checkbox"/> Yes <input type="checkbox"/> No	Date: _____
Police Department Presentation Signature:	
_____	Date: _____

[CITY OF GUADALUPE] USE ONLY

ASSIGNMENT & FEES			
Room/Location	Length	Rate	Sub-Total
Personnel	Length	Rate	Sub-Total
Payment Method: <input type="checkbox"/> Check # _____ <input type="checkbox"/> Cash Notes:		Security Deposit	Sub-Total
		Cleaning Deposit	
		Equipment Deposit	
		Utilities Fee	
		Sub-Total	
		Total	
		Total Deposits	
		Total Amounts	
APPROVAL			
Recreation Department Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Signature: _____ Date: _____			

City of Guadalupe
Rules for Use of Restrooms at
Jack O'Connell Park and LeRoy Park

It is the intent of the City of Guadalupe to allow the after-hours and weekend use of the bathrooms at Jack O'Connell Park and LeRoy Park for organized group activities. To accomplish this requires the following:

- Individuals or organizations engaged in group activities at Jack O'Connell Park or LeRoy Park must make arrangements and reservations in advance through the City of Guadalupe Recreation Department.
- Any individual or organization granted use of the park restrooms will be provided a key to the restrooms by the City. That key is for the individual or organization's use only and may not be duplicated or loaned out to any other individual or group. The key must be returned to the City after the group activity is completed. Should the key be lost or stolen, the individual or organization will be liable for the City's cost to rekey the bathroom locks.
- Any individual or organization granted use of the park restrooms shall be held responsible for opening and closing the restrooms and making sure no vandalism or unusual dirtying or littering of the bathrooms takes place while the restrooms are open and therefore in that individual or organization's care.
- Any individual or organization granted use of the restrooms shall be held responsible for reimbursing the City for any loss or damage which may occur while the restrooms are open and therefore in that individual or organization's care. That includes any loss or damage which may occur should the bathrooms be left open after the group activity is concluded.
- Permission for use of the restrooms shall only be granted under the condition that the above rules are followed. Permission to use the restrooms may be revoked at any time for failure to follow these rules.

I have read, understand, and agree to abide by the above rules for restroom use at City parks.

Name: _____ Phone Number: _____

Address: _____ City: _____

Organization: _____

Signature: _____ Date: _____

Public Works Supervisor or Recreation Director

Date

BATHROOM KEY TO BE RETURNED: _____

Initials

Date bathroom key returned

City staff signature

RESOLUTION NO. 2018-34

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE
APPROVING THE MASTER FEE SCHEDULE – PART 2, SECTION B-1, PARK &
FACILITY USE & SPECIAL EVENTS**

WHEREAS, the City Council is empowered to impose reasonable fees, rates, and charges for use of City facilities and parks; and

WHEREAS, the City of Guadalupe Municipal Code section 3.32.030.A provides that all fees charged by the City for the use of City facilities, delivery of City services, business licenses, and other regulatory or revenue-producing activities not otherwise preempted by the County, State or federal jurisdictions, shall be established and adjusted by the City Council resolution; and

WHEREAS, the City of Guadalupe supports youth recreation and other events and the use of City facilities and parks in the community; and

WHEREAS, the City facilities and parks must be maintained to be appropriately viable for rental purposes; and

WHEREAS, the City can no longer provide such facilities and parks for rental purposes without reasonable rental fees to be charged; and

WHEREAS, after receiving a report of the proposed changes in fees and charges contained in the City of Guadalupe Master Fee Schedule – Part 2, Section B-1, the City Council deems it in the public interest and welfare to modify these fees.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Guadalupe as follows:

Section 1. The recitals herein are adopted as findings of the City Council. After receiving a report of the proposed changes in fees and charges set forth in the City of Guadalupe Master Fee Schedule – Part 2, Section B-1, the City Council hereby approves the modifications contained in the said proposed schedule.

Section 2. All the fees and charges approved by this resolution are effective October 1, 2018.

Section 3. The City Administrator is hereby authorized to adjust the fees of the Master Fee Schedule – Part 2, Section B-1, as deemed necessary.

Section 4. Section B-1 will become a part of the overall Master Fee Schedule- Part 2 previously approved on November 14, 2017, excluding any changes for the following groups: government/schools; youth organizations and tournaments. Revised fee schedule for those groups to be addressed in a future council meeting.

PASSED AND ADOPTED at a regular meeting on the 11th day of September 2018 by the following vote: **Motion:**

**AYES:
NOES;
ABSENT;
ABSTAIN:**

I, JOICE EARLEEN RAGUZ, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2018-34, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held September 11, 2018, and that same was approved and adopted.


ATTEST:



**Joice Earleen Raguz,
City Clerk**



John Lizalde, Mayor



Philip F. Sinco, City Attorney



CITY FACILITIES & PARKS – FEE SCHEDULE

9/11/2018

City Auditorium/Gymnasium

	<u>Current</u>	<u>Proposed</u>	<u>Inc</u>
Reservation Deposit (Non-Refundable)	None	\$100	\$100
Cleaning Deposit (Refundable/See Cancellation Schedule)	\$500	\$500	\$0
Kitchen Cleaning Deposit (Non-Refundable)	None	\$100	\$100

NOTE: If using the kitchen, add \$10 per hour.

Rental Fees (See Refundable/Cancellation Schedule)

Resident (per hour)	\$50	\$85	\$35
Non-Resident (per hour)	\$50	\$100	\$50
Non-Profit Groups (per hour)			
Local Non-Profits (per hour)	FREE	\$30	\$30
Other Non-Profits (per hour)	FREE	\$45	\$45
Government/Schools – with Agreement (2 days p/month; \$25 p/extra day)	FREE	\$50	\$50
Youth Organizations (per practice) (basketball, wrestling, etc.)	FREE	\$20	\$20
Tournaments (based on # of games)		Case-By-Case	

Senior Center

Reservation Deposit (Non-Refundable)	None	\$60	\$60
Cleaning Deposit (See Refundable/Cancellation Schedule)	\$75	\$200	\$200

Rental Fees (Refundable/See Cancellation Schedule)

Resident (per hour)	Flat	\$25	Hrly
Non-Resident (per hour)	Flat	\$35	Hrly
Non-Profit Groups (per hour)			
Vietnam Era Veterans - Lease Agrmt + Add'l Days	L/Agrmt	L/Agrmt + \$10	
Lions Club (per hour)	None	\$10	\$10
Kiwanis – Lease Agrmt + Add'l Days	None	L/Agrmt + \$10	
Community Action Commission	Lease Agrmt	Same	None

NOTE: If using the kitchen, add \$25 per hour.

CITY FACILITIES & PARKS – FEE SCHEDULE

9/11/2018

<u>City Council Chambers</u>	<u>Current</u>	<u>Proposed</u>	<u>Inc.</u>
Reservation Deposit (Non-Refundable)	None	\$50	\$50
Cleaning Deposit (See Refundable/Cancellation Schedule)	\$200	\$200	\$0
Rental Fees (See Cancellation Schedule)			
Resident (per hour)	\$20	\$25	\$5
Non-Resident (per hour)	\$20	\$50	\$30
<u>O'Connell/LeRoy Parks</u>			
Reservation Deposit (Non-Refundable)	None	\$50	\$50
Cleaning Deposit (See Refundable/Cancellation Schedule)	\$75	\$100	\$25
Rental Fees (Refundable/See Cancellation Schedule)			
Resident (per hour) + BBQ (\$5 per hour)	\$25/\$50	\$20	Hrly
Non-Resident (per hour) + BBQ (\$5 per hour)	\$25/\$50	\$30	Hrly
Guadalupe School District – Special Events (School Janitorial Service/Event Organizers clean facility)	None	\$0	\$0
Guadalupe Bulldogs Football Team (per year) (Refer to Memorandum of Understanding with Gipe Bulldogs Football Team & City of Guadalupe)	None	\$1,000	\$1,000
Other Youth Recreational Programs	To Be Determined		

City Parking Lot

The City Parking Lot will no longer be available to rent except for special events as listed below. Other venues are suggested to eliminate loss of parking spaces for downtown area.

SPECIAL EVENTS

Mexican Independence Day Parade & Fiesta
Kiwanis Christmas Tree Lighting & Parade
Other Events Approved By Council

Full Cost Recovery for City
Overtime and all City out-of-
pocket costs. No charge for
staff assistance during
regular work week.

****All non-profit organizations must provide a copy of their 501(c)3 certificate.**

REFUNDABLE/CANCELLATION SCHEDULE

<u>Cancellation Notice (by Renter)</u>	<u>Amount of Refund</u>
0 – 29 days (prior to event)	\$00.00
30 – 60 days (prior to event)	Full refund less 25% Administrative Fee
61+ days (prior to event)	100% of Refundable Fees