



City of San Jacinto Community Center

For that special party or meeting, consider renting the City of San Jacinto Community Center.

The Community Center is located at 625 South Pico Street and has:

1,920 sq. ft. Assembly area

Maximum Occupancy: 384, With chairs 274, With tables and chairs 128

679 sq. ft. Conference Room

Maximum Occupancy: 136, With chairs 97, With tables and chairs 45

Ideal for weddings and parties if you need a spacious reception hall.

Facility Group Classifications

GROUP PRIORITY	CLASSIFICATION	Fees
GROUP I	Municipal (i.e. City organized, conducted, and operated programs, meetings and events)	No Charge
GROUP II	Resident Recreational, Educational (public) and Service/Civic Non-Profit Community Groups, Special Interest Groups for public benefit and Public Agencies. (i.e. civic groups, service organizations, public school districts, youth sports groups, senior citizen groups, Foundations, etc., whose purpose and programs are beneficial to the general public)	No Charge
GROUP III	Private Party, Special Interest Groups and Commercial Groups (i.e. religious, political groups, private educational organizations, resident private parties, special interest clubs, home owners associations, business organizations, nonprofit organizations, etc.)	Cost will be 100% of fees listed below

CITY OF SAN JACINTO COMMUNITY CENTER TERMS AND CONDITIONS

Use of the Community Center is conditioned upon Applicant's compliance with the following terms and conditions:

1. **Fee.** Applicant shall pay a use fee to the City in accordance with the following rates:

Check appropriate box(es)

a. North Room: \$100.00 per hour or \$500.00 per day maximum

b. West Room: \$40.00 per hour or \$200.00 per day maximum

c. Kitchen: \$20 per hour \$100 per day maximum

For rates (a) to (c) involving events that span more than one day, the applicable event fee shall be paid for each day of the event, unless otherwise provided by the City Council.

2. **Cleaning/Security Deposit.**

(a) Applicant shall post a cleaning and security deposit with the City. The cleaning/security deposit amount shall be in accordance with the following rates:

i. Private person or organization serving alcoholic beverages: \$500 per event.

ii. All others: \$250 per event.

iii. In cases of hardship or for good cause involving a charitable or non-profit organization or public agency, the City Manager or designee, at his/her sole discretion, may reduce the amount of the security/cleaning deposit up to 50%.

(b) The cleaning/security deposit will be fully refunded within 48 hours after City inspection of the facility and premises, provided that (i) the facility and premises are clean and orderly, (ii) there was no damage to the facility, furniture or furnishings, (iii) Applicant and its guests, participants attendees and invitees fully complied with the conditions of this Agreement, and (iv) the City Police Department was not required to respond as a result of any incident, complaint, conduct or behavior connected with the event. If the City finds that any of these four conditions was not satisfied, the then City shall retain all or a portion of the deposit, depending upon the extent of costs to the City and/or extent and nature of the violation.

3. **Payment Deadline.** The fee and cleaning/security deposit shall be paid at least 14 days prior to the date of the event. If the fee and deposit are not timely paid, then this Agreement shall be of no force and effect, and the City may allow the facility to be used by another user.
4. **Limits on Use.** Applicant shall use the facility solely for the event or activity described in this Application. Applicant shall provide access to the facility for inspection by authorized City employees at any time.
5. **Capacity Limits.** The number of persons using the park or facility shall not exceed the limit stated in the application or the building occupancy limit.
6. **Hours of Use Limits.** Any indoor music or entertainment shall cease by 11:00 p.m. All events shall be concluded and the facility vacated (except for cleaning persons) by midnight unless written permission is granted for a longer period of usage.
7. **No Damage.** Applicant and its guest, participants, attendees and invitees shall not damage, deface, destruct or harm the facility, including all interior and exterior walls, floors, ceilings, fixtures, furniture and furnishings. If Applicant or a guest, participant, attendee or invitee damages, defaces, destructs or harms the facility or furnishings, then Applicant shall be liable for the costs of the necessary repairs or replacements, including costs that may be in excess of the cleaning/security deposit. Within 12 hours after the end of the event, Applicant shall clean the facility so it is in the same condition as when delivered. Applicant shall give prompt written notice to City of any damage or destruction to the facility.
8. **Nontransferable and Cancellation.** The permission granted to use the above-described facility is not transferable or assignable. Either party may cancel this Agreement by giving the other party written notice of cancellation at least fourteen days prior to the event. If Applicant does not use the facility but fails to timely cancel the Agreement, then the deposit will be refunded but Applicant shall forfeit refund of the fee. If the Agreement is timely cancelled, then City will refund the fee and deposit.

9. **Indemnification.** Applicant shall indemnify, defend, protect and hold harmless City and its officers, employees, agents and volunteers from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses, including attorneys' fees, arising from or in connection with, or caused by (a) any act, omission or negligence of Applicant or its guests, participants, attendees, invitees, employees, officers, agents, or contractors, or (b) any use of the Community Center facility, or any accident, injury, death or property damage occurring in, on or about facility.
10. **Insurance.** Applicant at its sole cost and expense shall procure and maintain for the event commercial general liability insurance with limits of at least \$1,000,000 per occurrence and in a form acceptable to the City. The policy shall be endorsed to name the City, and its officers, employees, volunteers and agents as additional insureds. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Applicant's insurance. At least three days prior to the commencement of the event, the Applicant shall provide to City a certificate of insurance evidencing this coverage, and an endorsement on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage. The City requires either host liquor liability or dram shop liability (liquor liability for those in the business of serving alcohol). If the renter can not comply with the City's insurance requirements, the City can offer special events coverage.

City may cancel an event or activity if the Applicant fails to provide proof of adequate insurance coverage. In case of such cancellation, then the deposit will be refunded but Applicant shall forfeit refund of the fee.

11. **Assumption of Risk.** Applicant agrees to use the facility and furnishings and equipment solely at its own risk and Applicant and all those claiming by, through or under Applicant hereby release City, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, loss of or damage to the equipment, business, or personal property, arising directly or indirectly out of or from or on account of use of the facility.
12. **Alcoholic Beverages.**

- (a) If alcoholic beverages are to be served, Applicant shall provide licensed, uniformed, bonded security guards as directed by the Chief of Police or designee. Prior to commencement of the event, the Applicant shall obtain from the City Police Department and provide to the security guards a list of responsibilities that will be enforced by the security guards. All required security guards must remain at the facility for the duration of the event and until all guests, attendees, participants and invitees have vacated the facility (except for cleaning persons) and the parking area.
- (b) If Applicant is to sell alcoholic beverages at the event, then at least 24 hours prior to the commencement of the event, Applicant shall provide to the City Police Department a copy of the daily on-sale general license or other appropriate license from the State Department of Alcoholic Beverage Control. Failure to obtain the daily on-sale general license or other appropriate license from the State Department of Alcoholic Beverage Control shall be grounds for the City to cancel the reservation. In such case of cancellation, then the deposit will be refunded but Applicant shall forfeit refund of the fee.
- (c) If the application indicates that alcoholic beverages will not be served at the event, then the Applicant shall take appropriate measures to ensure that no guests, participants, attendees or invitees bring alcoholic beverages into the facility.

13. **Events Not Serving Alcoholic Beverages.**

If no alcoholic beverages are to be served, Applicant shall provide licensed, uniformed, bonded security guards as directed by the Chief of Police or designee (as stated on the application). Prior to commencement of the event, the Applicant shall obtain from the City Police Department and provide to the security guards a list of responsibilities that will be enforced by the security guards. All required security guards must remain at the park or facility for the duration of the event and until all guests, attendees, participants and invitees have vacated the park or facility (except for cleaning persons) and the parking area.

14. **Compliance with Laws.** Applicant and its participants, guests, attendees and invitees shall comply with all applicable federal, state and local laws and regulations, including all permit and license requirements.
15. **Remedies.** If Applicant fails to comply with any of the terms and conditions of this Agreement, then, in addition to any other remedy, the City may refuse to license any City park or facilities to Applicant in the future.

16. Special Conditions (if any).
(a)

(b)

Application approved subject to payment of fees, posting of security/cleaning deposit, proof of insurance, and compliance with basic terms and conditions and special conditions (if any).

Reviewed/approved:

By: _____ Date: _____
Community Center Coordinator, City of San Jacinto

By: _____ Date: _____
Assistant City Manager, City of San Jacinto

By: _____ Date: _____
Police Chief, City of San Jacinto

By: _____ Date: _____
Risk Manager, City of San Jacinto

Applicant acceptance:

I/we have read and understand the basic terms and conditions and special conditions described above, and I/we, on behalf of myself/ourselves and Applicant, agree to abide by and strictly enforce them as a condition of use of the City of San Jacinto's Community Center.

Date: _____

_____ [sign here]

_____ [print name and, if applicable, title]

_____ [sign here]

_____ [print name and, if applicable, title]