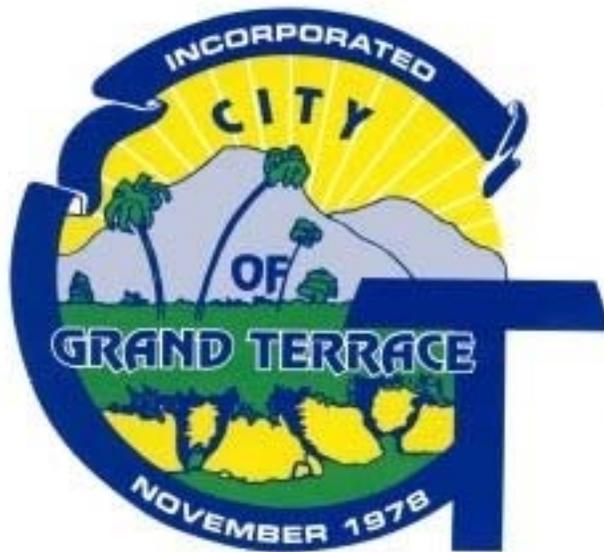


City of Grand Terrace Facility Use Policy



Park, Sports Fields, and Facility Policies, Procedures and Regulations

October 8, 2013

TABLE OF CONTENTS

General Information

| | |
|---|---|
| Statement of Policy | 3 |
| Facilities Available | 4 |
| Category Descriptions & Priority System | 5 |

Reservation Policies and Procedures

| | |
|--------------------------------------|---|
| Conditions for Approval | 6 |
| Fees and Charges | 8 |
| Cancellations | 9 |
| Revoked or Denied Applications | 9 |
| Kitchen Use | 9 |

Rules and Regulations

| | |
|---|----|
| Basic Rules | 11 |
| Pico Park Baseball Fields/Basketball Courts | 13 |
| Rollins Park Multi Purpose/Soccer Field | 14 |
| Community Room | 15 |
| Senior Center | 15 |
| Public Park Policies | 16 |

Fee Schedule

| | |
|------------------------------|----|
| Facilities Rental Fees | 17 |
|------------------------------|----|

| | |
|--|-----------|
| Exhibit “A”: Facility Use Application | 18 |
|--|-----------|

| | |
|--|-----------|
| Exhibit “B”: Facility Use Agreement | 19 |
|--|-----------|



GENERAL INFORMATION

Statement of Policy

City of Grand Terrace staff coordinates the use of all City parks and athletic and building facilities available to organizations and the general public for cultural, social, and recreational activities and programs. The City attempts to accommodate all requests for use of City facilities with the limited space available. The continued increase in demand for use of facilities makes it necessary to emphasize sharing in the use of facilities. This policy is to provide clarification in facility policies regarding regulations, procedures, fees, and priority systems. These policies and procedures are designed to facilitate the safe, efficient and equitable use of City facilities.

The City works to ensure that the programs and facilities offered meet the needs of the community and that access to them is as economically feasible as possible. Fees, when charged, are used to offset public expenses and to operate, maintain, supervise, and administer the use of the park and City facilities.

The City is responsible for the initiation, review, and recommendation of plans for the acquisition and improvement of parklands and facilities and to recommend program improvements or additions when necessary. The City takes into consideration present and future needs of the community and recommends plans to meet those needs. When making recommendations, the City considers the needs of the entire community without bias towards special interest groups.

With the approval of the City Council, the statements, rules and regulations, which follow, constitute the policy of the City regarding the use of the facilities under the jurisdiction of the City of Grand Terrace.

It shall be the responsibility of the City Manager or his/her authorized representative to grant use of the facilities to individuals or groups according to the terms and conditions set forth in this policy.



Facilities Available

All facilities are available during normal operating hours. Any use during non-operating hours requires special approval of the City and the availability of supervisory personnel. An additional charge for staffing facilities after hours will be applied. Staffing and Facilities may not be available due to other city obligations.

| Building Facilities | Normal Operating Hours | Amenities |
|---|--|--|
| Civic Center Community Room(s), 22795 Barton Road | 7:30 am to 5:30 pm, Monday through Thursday, Sat. 9:00 am to 5:00 pm | Meeting/multi-purpose rooms Restrooms |
| Grand Terrace Senior Center 22627 Grand Terrace Road | Mon – Fri 8:00 am to 5:00 pm (Senior groups only) | Dining room Meeting rooms Kitchen Restrooms |

| Athletic Facilities | Normal Operating Hours | Amenities |
|---------------------------------------|-------------------------------|---|
| Pico Park 21950 Pico Street | 7:00 am to dusk | 1 lighted and 1 unlighted baseball field, Basketball 2 full courts Playground Snack bar Restrooms |
| Rollins Park 22735 De Berry Street | 7:00 am to dusk | Soccer field Multi purpose field Restrooms |

| Park Facilities | Size | Picnic Tables | Play Area | BBQ's | Rest Rooms | Amenities |
|---|-------------|----------------------|------------------|--------------|-------------------|--|
| Pico Park 21950 Pico Street 7:00 am to dusk | 7.5 acres | 6 | Yes | Yes | Yes | Baseball field Basketball court Snack bar |
| Rollins Park 22735 DeBerry Street 7:00 am to dusk | 5.4 acres | 4 | Yes | Yes | Yes | Multi purpose field Walking track Snack bar |
| Petta Park 22627 Grand Terrace Road | 2.6 acres | | | | | Chess tables Mosaic art Sitting benches Walking trail |
| Karger Park 22484 De Berry Street | .12 acre | | | | | Mosaic art Sitting benches |



Category Descriptions and Priority System

Rental of facility space is available per the following priority system:

| Priority Order | Category |
|-----------------------|--|
| 1 | <ul style="list-style-type: none">• City functions |
| 2 | <ul style="list-style-type: none">• Public schools with joint use agreement |
| 3 | <ul style="list-style-type: none">• Non-Profit Organizations• Open Membership Recreation Group /Government Agencies• Local community service clubs |
| 4 | <ul style="list-style-type: none">• Special charity |
| 5 | <ul style="list-style-type: none">• Residential – private party |
| 6 | <ul style="list-style-type: none">• Commercial usage (any type) |



RESERVATION POLICIES AND PROCEDURES

A. Conditions for Approval

An application for permission to use the facilities must be submitted by all organizations and individuals for all uses. Applicants must make an appointment in advance to schedule a tour of facility.

Applicants must be present for entire event. Applicants may be required to provide the following verification.

- Individuals: Proof of residency
- Organizations/Groups: Proof of 51% member residency or business (for groups) in Grand Terrace through membership roster (including names and home/business addresses)
- Non-profit status, if applicable

Groups may obtain applications for use of facilities at City Hall, first floor, 22795 Barton Road, between the hours of 8 a.m. – 5:30 p.m., Monday through Thursday, or on the City's website, www.cityofgrandterrace.org/e-services. An application to use facilities shall be made in writing on the form provided. An application must contain all the information requested.

1. Facility Supervision

The Applicant shall be present at all times while City facilities are being used and shall have full access to all activities at any time in order to ensure that all rules, regulations, and City and state laws are being observed. To utilize any facility outside normal hours, the Applicant must determine if staff is available and groups will be charged for staff time. In the event that extra personnel are required to be on duty during certain functions, the rental group will be required to pay all costs. The number of staff required will be at the discretion of the City. Some factors that may warrant extra staff are as follows:

- Events with more than 100 in attendance
- Events needing technical assistance
- Events where excessive cleanup will be required
- Events held other than normal operating hours, including holidays

2. Liability

The City is not responsible for accidents, injury, or loss of personal property. The individual or organization granted use of the facility will be held responsible for any injury, loss, or damage resulting from such use.



3. Insurance

Insurance is required for any group using City facilities when an admission, donation, charge, or gift is collected. Insurance shall be as follows:

USER shall procure and maintain, at its own cost, comprehensive general liability insurance from an acceptable insurance provider in an amount not less than One Million Dollars (\$1,000,000) per occurrence which shall be determined to be acceptable by the CITY ATTORNEY covering USER against all claims for injuries against persons or damage to property resulting from USER's actions in the performance of USER's obligations under this Agreement. This requirement shall not apply for meetings only involving discussion and verbal presentations, with an attendance of 15 persons or less, and no fees, charges, gifts or donations are collected.

A certificate evidencing that the USER has procured the above-referenced required insurance and that the insurance names the CITY, its officers, officials, employees, agents and volunteers as an additional insured shall be delivered to and approved by the CITY prior to the execution of the agreement and the commencement of services. Such insurance shall be primary to and not contributing with any other insurance maintained by the CITY. Insurance must cover all contractors.

The CITY must receive insurance certificate and endorsement five business days prior to the rental use.

4. Fund-raising

Prior approval of the City must be obtained prior to the sale of goods or services. Any groups selling food items must also follow San Bernardino County Health Department regulations. Groups may be charged a fee for use of facility.

All California laws must be complied with in regards to the conducting of any raffle, drawing, or other games of chance. City approval of the application for use of City facility shall not be deemed an approval of any raffle, drawing, or other games of chance.

5. Advertising/Sales

No commercial advertising shall be exhibited, and no solicitation or sales shall be made in the building or on the grounds without prior approval. If approved, a City business license will be required.



6. Security Requirements

Any group wishing to host a function may be required to provide security services at the discretion of the City.

7. Advance Reservation

Reservations for use of facilities may be made up to six months in advance and no less than three days in advance. Reservations shall be made on a first-come, first-serve basis. Reservations are not confirmed until copy of the contract is signed and returned with approval and fees paid.

School superintendent or his/her designee must approve all school functions.

8. Authority to Waive or Change

The City Council or City Manager may make an exception to any of the facility use rules and regulations, including rental rates, based on special circumstances.

B. Fees and Charges

1. Payment of Fees/Deposits

Rental deposits will be paid upon approval of facility use. Rental fee balances will be due within 20 days of approval or applicant may forfeit use of facility. Checks should be made payable to the City of Grand Terrace.

All groups renting within 20 calendar days of events may be required to pay full fees and deposits at time of booking with either cash or a money order.

2. Rates

Applicants shall be charged for use of facilities, including all required deposits, according to the established fee schedule in effect at the time of approval (see attached schedule). To qualify for resident rate, groups must be 51% residency.

3. Additional Fees or Deposits

In addition to the base rate for use of facilities, additional fees shall be assessed as follows:

- Any use outside of the regular days and hours of operation for staff and additional costs
- Use athletic field lights



4. Cleaning/Damage Deposit

The applicant shall be responsible for the condition of the facility used. In cases where property has been damaged or abused, the cost of repair or replacement will be charged to the applicant by withholding deposit fees. Any additional charges over the deposits must be paid within five working days. Failure to do so may result in suspended usage and steps taken to collect fees. Any usage beyond agreement will be deducted from deposits.

Processing of the refundable portion of the cleaning and damage fees will not be initiated until all cleaning costs have been determined.

C. Cancellations/No Shows

1. In the event that a reservation is to be cancelled by the applicant, the City must be notified 20 calendar days prior to the reservation.
 - No fee will be charged for cancellations with more than 2 business days notice.
 - Cancellations with less than two days notice and all no-show reservations will be charged a \$25 cancellation fee and any staff time.

In the case of a non-paying applicant or organization, no shows will be charged for any staff cost incurred by the City. Excessive cancellations or no shows may result in further penalties up to and including denial of future facility use.

D. Revoked or Denied Applications

1. Reservations for groups meeting on a recurring basis may be cancelled in favor of programs sponsored or conducted by the City at any time. The City will make every effort to provide ample notice. If an accidental conflict in scheduling reservations occurs or an urgent City need arises requiring the use of the facility, every attempt will be made to relocate the permittee.
2. An application may be revoked/or denied at any time under any of the following circumstances:
 - If the application is found to contain false or misleading information
 - Should an individual or group, member or guest, willfully or through gross negligence or improper use mistreat the equipment or facilities or violate any of the regulations established for use of the facilities

E. Kitchen/Kitchenette Use Conditions

- Kitchen facilities are available at the Senior Center only.
- Kitchen shall not be opened for any group, other than a senior group, and unless specific written approval is granted, and the kitchen rental fees are paid.



- Senior groups requesting use of facilities for a catered meal must secure their own caterer. All caterers must provide proof of a City business license, County Health Permit and insurance per City policies.
- The applicant shall be responsible for any damage to kitchen and dining equipment caused by caterers or other persons.
- Senior groups using the kitchen shall furnish dishes, silverware, cooking utensils, all paper products, towels, soap, etc.
- It shall be the applicant's responsibility to leave the kitchen entirely clean.



RULES AND REGULATIONS

Basic Rules

In order for the activities and facilities to be enjoyed by everyone, the following basic rules of good conduct must be observed at all City facilities:

1. All persons or organizations using a facility must abide by all municipal, state, and federal laws and regulations.
2. Responsible adults, 21 years or older, must be present at all times when groups of minors are using the facilities. Security may be required.
3. Unruly behavior such as, but not limited to, shouting, running, quarreling, fighting, and profane language are prohibited and subject to removal from facility. Possession of or use of alcohol or drugs is prohibited. Betting and/or other forms of gambling shall not be allowed.
4. Skateboards, scooters, rollerblades, and bikes are not allowed in facilities.
5. No materials shall be attached to curtains, walls, ceiling or doors without prior approval. Groups using the facilities for dancing shall not use any wax or other preparation on the floors.
6. The serving of red-based punch is strictly prohibited on carpeted areas.
7. Decorations are subject to staff approval. Fireproof decorations must be used. No group may hammer, tape, stick or staple anything to floors, walls, or ceilings. Decorations may only be placed as designated by a City representative. All set-up and take-down of decorations are the responsibility of the renter.
8. The use of rice, birdseed, confetti, or the like, or candles is strictly prohibited.
9. Supplies or equipment such as tables, chairs, dishes, silverware, cooking utensils, etc. shall not be removed from the facility to which assigned.
10. Persons in attendance shall restrict their activities to those facilities or portions thereof, which their application entitles them.
11. The City shall not approve the following events for outdoor use: motorized sporting events, aircraft and ballooning events, pyrotechnical uses, concerts with over 500 attendees, mechanical amusement devices, animal shows (including dog shows), equestrian events, carnivals, circuses, boxing, car shows, swap meets, flea markets and religious events that are a regular recurring use by a single congregation or religious group, etc.



12. The City will not be held responsible for loss, damage, or theft of any equipment or personal articles owned, leased, or rented by people using the facilities or left behind at the conclusion of their event.
13. The user may not store any equipment in the facility prior to or after the approved period of use, except as specifically provided under a Facility Use Agreement.
14. Upon conclusion of their activities, groups must leave the facilities in the same condition as found including the disposal of excessive trash. Such condition is to be determined by the City.
15. City staff will control all heating, air conditioning, lighting, sound, public address system, and any other electrical or mechanical system(s) in the building. Applicant only shall make requests to the City staff for any adjustments.
16. City staff reserves the right to monitor and maintain volume control of any amplified items.
17. Pets or other animals are not permitted in the Civic Center or Senior Center except for service animals with prior approval.
18. No alcoholic beverages as defined in the Municipal Code shall be served or consumed at a City facility (GTMC 9.04.030).
19. There will be "No Smoking" at all facilities.
20. Only authorized City vehicles may drive off paved roads and parking lots.
21. Exceptions to any of the terms and conditions of this policy must have the approval of the City Manager.



Pico Park Baseball Fields/Basketball Courts

Use of Facility

Pico Park is located at 21950 Pico Street. This facility is normally open every day from 7:00 a.m. to dusk.

This facility is available with approval of a Facility Use Agreement (Exhibit "B"). If a group is approved for rental outside the normal operating hours, they may be required to pay City staff costs.

The Facility Use Agreement shall specify the duties and responsibilities of the user and the City. No individual or group may alter the courts or fields in any manner without the written permission of the City Manager or his/her designee. Any unauthorized modifications will be removed/corrected at the expense of the individual or group making such unauthorized modifications. The grass areas shall not be used by the leagues between December 20 of each year through the last day of February the following year to allow for maintenance and recovery.

Keys for the City-owned snack bar must be signed out by City staff to League Board officers or any other non-profit group authorized by the City to use the snack bar. Under no circumstances shall any person change the locks to City-owned facilities.

Facility Use Agreements shall be effective for one year, and will not be renewed until all prior year fees have been paid in full.



Rollins Park Multi Purpose/Soccer Field

Use of the Facility

Rollins Park is located at 22735 DeBerry Street. This facility is normally open every day from 7:00 a.m. to dusk.

This facility is available with approval of a Facility Use Agreement (Exhibit "A"). If a group is approved for rental outside the normal operating hours, they may be required to pay City staff costs.

The Facility Use Agreement shall specify the duties and responsibilities of the user and the City. No individual or group may alter the courts or fields in any manner without the written permission of the City Manager or his/her designee. Any unauthorized modifications will be removed/corrected at the expense of the individual or group making such unauthorized modifications. The grass areas shall not be used by the leagues between December 20 of each year through the last day of February the following year to allow for maintenance and recovery.

Keys for the City-owned snack bar must be signed out by City staff to League Board officers or any other non-profit group authorized by the City to use the snack bar. Under no circumstances shall any person change the locks to City-owned facilities.

Facility Use Agreements shall be effective for one year, and will not be renewed until all prior year fees have been paid in full.



City Hall Community Room

Facility Schedule

The Grand Terrace City Hall Community Room is located at 22795 Barton Road. This facility is normally open Monday through Thursday from 7:30 a.m. to 5:30 p.m.

The facility is available during non-operating hours with approval of the City and the availability of supervisory personnel. If a group is approved for rental outside the normal operating hours, they will be required to pay City staff costs.

Grand Terrace Senior Center and Petta Park

Facility Schedule

The Grand Terrace Senior Center and Petta Park are located at 22627 Grand Terrace Road. This facility is normally open Monday through Friday, 8:00 a.m. to 5:00 p.m.,

The Senior Center, including Petta Park, are available Monday through Friday from 8:00 a.m. to 5:00 p.m. to senior citizen groups, only. The use of the Senior Center and Petta Park outside of operating hours is not permitted.

(The operation, maintenance and use of the Grand Terrace Senior Center, including Petta Park, are subject to a Regulatory Agreement and tax credits, which restrict the use of the facility to senior groups.)



Public Parks Policies

Facility Schedule

Grand Terrace parks and playgrounds shall be open for use by the public only within the hours set forth as follows:

| | |
|--------------|-------------------------|
| Rollins Park | 7:00 a.m. to Dusk |
| Pico Park | 7:00 a.m. to Dusk |
| Petta Park | 7:00 a.m. to Dusk |
| Karger Park | 6:00 a.m. to 10:00 p.m. |

Use of park picnic shelter for one day shall require an approved reservation. No Facility Use Agreement or proof of insurance is required.

Park Policies and Procedures

- Loud speakers and amplification are not allowed per the City of Grand Terrace Municipal Code.
- Bounce or jumper houses are not allowed at any of the park facilities.
- Parks are for the public use; therefore, the areas therein cannot be partitioned off for private use.
- Limited electrical outlets are available.
- Private barbecues are permitted but must be used with extreme caution.
- Permits are not confirmed until all fees are paid.

Special Event Permits

For special events such as Community Day, Movies in the Park, Holiday Events, etc., which are open to the entire community, proof of insurance shall be provided by the sponsoring organization. A Facility Use Agreement shall be required unless otherwise determined by the City Manager or his/her designee, based upon City co-sponsorship of the event.

- Permittee may be required to pay for one or more staff members to be present during the event.
- Permittee may be required to obtain and maintain during the permit period general liability and property damage insurance in amounts required by the City of Grand Terrace named as additional insured.
- Permittee shall pay the City prior to the event a deposit in an amount set by the City of Grand Terrace to insure reimbursement to the City for all costs incurred as a result of the event.
- Permittee shall not sublease any functions of the event to any other individual, organization, vendor or concessionaire without specific approval of the City.



FEE SCHEDULE

Facilities Rental Fees

Any person, group or organization desiring to use the facilities of the City shall pay rates as set forth below, these rates are set for hourly rental. Fees shall be periodically reviewed and, if necessary, recommended for revision by the City Council.

| Community Room or Senior Center | |
|--|------------------|
| Grand Terrace Residents | \$30.00 per hour |
| Non Grand Terrace Residents | \$40.00 per hour |
| Non-profits during business hours | No Charge. |
| \$150.00 Returnable deposit, as long as there are no damages, decorations, set ups or trash left behind. \$10.00 Registration Fee | |

| Picnic Shelters | |
|--|---|
| Grand Terrace Residents - | \$10.00 per hour, minimum 4 hour rental |
| Non Grand Terrace Residents | \$15.00 per hour, minimum 4 hour rental |
| All park applications/permits require the following: \$10.00 Registration fee \$50.00 Returnable deposit, as long as there are no damages, decorations, or trash left behind. <i>Separate payments for registration and deposit are required. Method of payments accepted, cash or check.</i> | |

| Court and Field Rental | |
|---|---------------------------------------|
| \$15.00 per hour for private use | Minimum 2 hours rental |
| Soccer and Little League: \$5 per player per agreement year | Due at the end of agreement term. |
| Basketball: \$3 per player per agreement year | Due at the end of the agreement term. |

| Basketball Court Lighting | |
|---------------------------|---------------------------------------|
| \$2.00 per hour * | Due at the end of the agreement term. |

| Field Lighting | |
|--------------------|---|
| \$16.00 per hour * | June – September; Due at the end of the agreement term. |
| \$10.00 per hour * | October – May. Due at the end of the agreement term. |

*** Lighting Fees will be discounted by 50% through August 31, 2013. Beginning September 1, 2013, the above rates will apply.**



Exhibit A

**CITY OF GRAND TERRACE
FACILITIES RESERVATION REQUEST**

Date of Application: _____ Facility: _____
Name of Organization: _____ Address: _____
Name of Applicant: _____ Address: _____
Phone: _____ Proposed Use: _____
Dates Requested: _____ Times: _____ Estimated Attendance: _____ Open to Public: Yes _____ No _____

RESERVATION/USE FEE: \$ _____ PARK REGISTRATION FEE: \$ 10.00 REFUNDABLE DEPOSIT: \$ _____ NO CHARGE: _____

APPLICANT STATEMENT

The undersigned hereby affirms that he/she is an authorized representative of the above named organization and agrees to be responsible for: (1) any damage sustained to the City of School facility or appurtenances thereof; occurring through the occupancy of said facility by said organization; (2) conformance to all the rules and regulations of the City of Grand Terrace and Colton Joint Unified School District Board of Education governing the use of school facilities; and (3) prompt payment of all invoices for services.

CANCELLATION POLICY

Cancellation due to weather conditions will warrant a 100% refund, all other cancellations less than 48 hours will be charged a \$25.00 check processing charge.

INSURANCE REQUIREMENTS

The applicant will be required to provide indemnification and insurance in accordance with the Facility Use Agreement.

Applicant's Signature: _____

CITY OFFICE USE ONLY

This is to confirm that (Person) _____ with the following organization: _____
has reserved the use of:

Facility: _____ Date/Time of use: _____ Fee: \$ _____

Approved By: _____ Date: _____

Exhibit B

CITY OF GRAND TERRACE
Facility Use Agreement

It is desire of the City of Grand Terrace ("City") that all patrons who periodically use a City building, room, land, park, area, or other City property (the "Facility") are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

Name of Facility _____

Address/Area/Location of Facility _____

2. RENTER INFORMATION

Contact name _____

Tel.: Home _____ Work _____

Organization _____

Address, City, State, Zip _____

3. EVENT INFORMATION

Description of event _____

Date(s) of event _____ Estimated attendance _____

Start time (incl. set up) _____ End time (incl. clean up) _____

For sports season, list hours and days of use _____

Open to the public? Yes No Will minors be present? Yes No

Admission fee charged? Yes No Will there be music? Yes No

Will food be served? Yes No Will food be sold? Yes No

4. CONDITIONS OF USE

A. RESERVATIONS

1. Renters desirous of a Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
2. A Facility is not considered rented until (1) Renter delivers to the City 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; and (2) the City, 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.
4. Renter shall provide the City 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's name to suggest endorsement or sponsorship of the event without prior written approval of the City 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 officers, employees, or agents to visit the event described in this agreement.
9. 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.

B. FEES

1. The City may require a rental fee and/or a deposit from Renter. Fees charged shall be in accordance with the City's Facility Use Policy. All fees due from a prior year(s) shall be paid in full before a new Facility Use Agreement will be approved by the Renter Applicant.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless, 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 City, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against 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 City's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the City of Grand Terrace, its officers, employees, and agents as additional insureds prior to the rental date of the Facility. Renter shall file certificates of such insurance with the City, which shall be endorsed to provide thirty (30) days notice to the City 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 may deny access to the Facility.

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's facilities and adjoining property to the City Manager or his/her designee, in writing and as soon as practicable.
4. Renter waives any right of recovery against the City, 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, its officers, employees, or agents.
5. Renter waives any right of recovery against the City, 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, its officers, employees, or agents seek recovery against Renter.

D. SECURITY

1. The City, 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 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 is not responsible for providing this supervision. However, the City 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

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 reserved 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 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. Renter shall not bring landscaping materials, including soil and decomposed granite onto a park facility without the prior written permission of the City Manager or his/her designee.
3. Renter shall be responsible for all clean up 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.
4. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City Manager or his/her designee.



5. 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, park maintenance and/or repair fees incurred by the City as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take City property outside of the Facility for any reason without the prior written approval of the City Manager or his/her designee.
2. Renter shall not use City equipment, tools, or furnishings located in or about the Facility without the prior written approval of the City Manager or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. Renter shall not use privately owned tools and equipment at the facility except as provided herein.
5. Renter shall not under any circumstances modify the Facility without written authorization from the City Manager or his/her designee.
6. The City 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.
7. This Agreement does not authorize the use of temporary or portable field lighting. The use of temporary field lighting requires a more in-depth review of the safety, illumination capacity, and operation of the equipment.

G. MAINTENANCE RESPONSIBILITIES AND FEES

1. Exhibit "A" to this Agreement identifies additional maintenance responsibilities of the Renter and organization the Renter represents, and responsibilities of the City. Any deviation must be approved in writing by the City Manager or his/her designee before such deviation commences.

H. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
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. Alcohol consumption is not permitted at the Facility.
5. Smoking is not permitted at the Facility.
6. No animals are permitted at the Facility, with the exception of service animals, including guide dogs.



7. If Renter violates any part of this agreement or reports false information to the City, the City 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.
8. The City shall document any misuse of the Facility by Renter in writing and submit to Renter within three business days of confirmation of the misuse. Such misuse may result in cancellation of Facility use by the Renter and the organization represented by Renter.
9. The City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
10. Any person aggrieved by the City's decision with respect to this agreement may appeal to the City Manager or his/her designee in writing no later than five (5) days after the City's decision has been communicated to the aggrieved party.
11. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Emergency Procedures

1. In the event of an emergency, Renter is required to call the City of Grand Terrace on-call maintenance services at 1-800-426-6689, enter pager #6205, and leave a call back number. All required repairs shall be completed by the City of Grand Terrace and are not to be made by Renter.

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 the Facility Use Policy and agree to all of the rules, regulations, and conditions of use.

Signature _____

Print name _____

Organization _____

Address _____

Telephone: Home _____ Work _____

CITY USE ONLY:

Rental fee _____ Deposit _____ Total paid _____

Approved by : _____

Title: _____

Date: _____

