

# TERMS AND CONDITIONS OF FACILITY USE

Attachment to Facility Use Application for Bell Tower Regional Community Center

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The Bell Tower Regional Community Center (the "BTRCC") is owned and operated by the City Of Rancho Santa Margarita (the "City"). It is intended primarily for social, cultural, educational, philanthropic or recreational programs. Individual, community and business organizations are permitted and encouraged to use the facility, which is available on a reservation basis.

The organization, entity or individual using the BTRCC facility is referred to herein as the "Licensee".

**Reservation Policy:** Licensee understands and agrees that room reservations are based on availability and are subject to potential cancellation as provided by the Policies and Procedures applicable to the Bell Tower Regional Community Center. The City will accept event reservations up to one (1) year in advance. All Licensees must complete the Facility Use Application in order to be eligible to use any part of the BTRCC. Requests received less than 30 days in advance may be granted if conditions allow. A request will be considered confirmed after the Facility Use Application is signed, approved by the City, and a deposit (50% of total facility fees) is received. The reservation must be made and the Facility Use Application entered into by persons at least 21 years of age. A picture I.D. may be required to verify age and/or residency.

**Public Safety:** Licensee agrees that at all times it will conduct the activities in compliance with all City, state and federal public safety rules, and further agrees that Licensee, and of Licensee's guests and invitees, will observe and abide by all applicable City, state and federal laws, regulations and requests by duly authorized governmental agencies. If City determines that a proposed event poses a potential hazard to the public safety, City reserves the right to deny, cancel, or terminate the event. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the BTRCC shall be kept unobstructed by the Licensee, and Licensee's guest and invitees, and shall not be used for purposes other than ingress to or egress from the BTRCC. The Licensee shall be responsible for the actions of all participants in the event, as well as the BTRCC facilities, including the restrooms. The individual signing the Facility Use Application, or if the Licensee is an organization or entity, then the individual signing on behalf of the Licensee, shall be present on the premises at all times during the rental period. Violations of City ordinances, regulations, state law or conditions imposed under the Facility Use Application may result in the cancellation of the remainder of the reservation. Any subsequent application by the individual or group will be reviewed by the City.

Licensee also agrees not to bring onto the BTRCC any material, substances, animal, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person in the BTRCC or which is likely to constitute a hazard to property thereon without the prior written approval of the City. City shall have the right to refuse to allow any such material, substances, animal, equipment, or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon. Licensee, and/or Licensee's guests or invitees, may not install or operate any equipment, fixture, or device nor operate or permit to be operated any engine, motor, or other machinery or use gas, electricity, or flammable substances in the licensed space except with prior written approval of City. No equipment, device, or fixture may be used which in the opinion of the City endangers the structural integrity of the facility.

**Construction of Application:** The Facility Use Application shall be interpreted in accordance and governed in all respects by the laws of the State of California. Titles and captions contained therein and in these Terms and Conditions are inserted as a matter of convenience and for reference, and in no way define, limit, or extend or describe the scope of the Facility Use Application or any provision thereof. No provision of the Facility Use Application is to be interpreted for or against either Party because that Party or legal representative drafted such provision. Whenever the context of the Facility Use Application requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter. The persons executing the Facility Use Application on behalf of the Licensee warrants its/their authority to do so on behalf of the Licensee, and that such authority has been duly and validly conferred. Licensee agrees, represents and declares that

Licensee has carefully read the Facility Use Application and these Terms and Conditions and knows and understands the significance of the contents thereof, and that Licensee signs the same freely and voluntarily, agreeing to each and all of the provisions and obligations.

**Control of Facility and Right to Enter:** In permitting the non-exclusive use of the BTRCC premises and facilities described herein, City does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, and regulations applicable to said premises, and representatives of City may enter any of the premises and facilities described herein at any time and on any occasion without any restrictions whatsoever. All Facilities, including the area that is the subject of the Facility Use Application, shall at all times be under the charge and control of City, and/or its agents. Only City shall regulate heating, air conditioning, or other electrical or mechanical units of the BTRCC.

**Indemnification:** By using the BTRCC, Licensee agrees to defend, indemnify and hold harmless the City of Rancho Santa Margarita Nonprofit Corporation and the City of Rancho Santa Margarita, and their council members, officers, staff, employees, servants, attorneys, and agents (hereinafter collectively the "City Representatives") from and against any and all claims, demands, expenses, liabilities, disputes, rights, remedies, and causes of action of every kind and nature whatsoever, including attorney's fees (hereinafter collectively "Claims") asserted by anyone including any person, entity, or governmental agency, which Claims arise from, or in any way relate to: (a) the proposed use of BTRCC or other City premises or facilities; (b) the event described herein; (c) service or use of alcoholic beverages, if any; or (d) any acts or omissions of Licensee or Licensee's officers, employees, volunteers, invitees, or guests, or any participant in the proposed event. This provision applies regardless of any active or passive negligent act or omission of City Representatives but does not apply to the extent the Claims are caused by the gross negligence or willful or wanton misconduct of City Representatives. This Indemnification applies even if insurance is required.

**COVID-19:** I, the licensee, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending y event may be exposed to or infected by COVID-19. Licensee agree to having all attendees follow CDC and Orange County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using city facilities; including requirements for social distancing, waring of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

## FACILITY FEES

**Payments:** The facility fees and security deposits owed shall be in the amounts indicated in the Fee Schedule, as calculated by the City. One half (50%) of the total facility fees payment owed shall be due upon immediate approval of the Facility Use Application.

Licensee understands and agrees that a refundable security deposit(s) in the amount of \$500.00 ("Security Deposit") and any remaining balance of facility fees and other fees or costs is due ninety (90) days prior to the event. The City may withhold approval of a proposed use until all fees, costs and other charges associated with a Licensee's prior use have been paid in full.

Licensee understands and agrees that if any part of the deposit is not timely received, City reserves the right to cancel the event without further notice, up to and including the time of the event. City shall not be responsible for any direct or indirect costs resulting from the denial or cancellation of a request for Facility use, regardless of the cause. Licensee agrees to pay to City the facility use fee for the purposes specified. If such fees are not paid, the reservation is subject to cancellation.

**Insurance:** Licensee shall procure and maintain general liability insurance, which provides full coverage for the private event at the BTRCC as described hereinabove, in an amount of at least One

Million Dollars (\$1,000,000.00). This types and amount of insurance required for all events or for individual events may be increased by the City by providing the Licensee written notice prior to the date of use. Such policy shall be endorsed to name the City, the City of Rancho Santa Margarita Nonprofit Corporation and the City of Rancho Santa Margarita as an additional insured. A Certificate(s) of insurance, with accompanying additional insured endorsements, evidencing such insurance coverage, as described above, shall be provided to City with the signed Facility Use Application or in no event later than twenty-one (21) days prior to the scheduled event or use of the BTRCC. The Licensee's policy(s) shall stipulate that the insurance afforded the additional insured(s) shall apply as primary insurance and that any other insurance maintained by City will be excess only and shall not be called upon to contribute with the insurance described herein. The City shall also have the right to require that any caterer or entertainment retained by Licensee for the private event provide similar proof of insurance and additional insured endorsements.

If insurance is purchased through the City special insurance program, the amount paid to purchase the insurance is non-refundable. In the case that the event is cancelled prior to the event date, the amount paid for insurance will only be refunded if the insurance company has not yet processed the insurance certificate.

**Cancellation Policy: Except for cancellations by the City, all cancellations will result in fees as shown on the schedule below. In the event of cancellation by the City, the event will be rescheduled or, at the Licensee's request, the facility fees and security deposit will be returned.**

WRITTEN CANCELLATION NOTICE	SECURITY DEPOSIT REFUND	FACILITY FEES REFUND
90 Days +	100%	100% less \$150.00 processing fee
89 Days - 30 Days	100%	50% less \$100.00 processing fee
29 Days or Less	100%	0%

Rescheduling reservations less than 29 days out (from original date) will be charged the above cancellation fees and all cancelled/rescheduled reservations are subject to an additional \$30 administration change fee.

**Overtime Fees:** Any additional time not approved on the Facility Use Application shall be charged in minimum one hour increments at 1-1/2 times the hourly rate and paid immediately.

**Security Guards and Chaperones:** Security Guards will be required if alcoholic beverages are served, if there is live entertainment, or if a disc jockey plays amplified music. The Security Guards will be hired for a minimum of Six (6) hours and scheduled to arrive and depart one-half hour before and after the requested rental time. Security Guards are required at a ratio of 1-per-100 guests. The number of guards will be determined by the City based on the total expected attendance and the time and nature of the event. Activities involving youth under the age of 21 must have no less than a 1:10 adult to youth ratio. The City may request a list of the chaperones.

**Site Meeting:** A meeting shall be held between the Licensee and the City staff at least twenty-one (21) days prior to the event. Caterers and event coordinators should also attend the site meeting. Failure to complete a site meeting may result in cancellation and forfeiture of fees and deposits.

**Kitchen Reservation:** Use of the kitchen must be indicated on the Facility Use Application. If using a caterer, a copy of the caterer's license and proper insurance certificate(s) must be received at least twenty-one (21) days prior to the event. If food and refreshments are sold, a health permit

may be required. Proof of permit must be on file with the City at least fourteen (14) days prior to the event. Licensee understands and agrees that if the requested permits are not timely provided, City reserves the right to cancel the use of the Kitchen or the service of food or refreshments at the event without further notice. If a licensed caterer is NOT being used, the Licensee will NOT be permitted to use any of the kitchen appliances with heating elements.

**Deliveries:** Licensee must request permission and schedule deliveries with the Community Services staff or City's designee. Licensee understands and agrees that City representatives are not authorized to sign for any deliveries and are not authorized to permit any deliveries that vary from scheduled Facility Rental times. Licensee agrees to defend, indemnify and hold the City free and harmless, and not responsible, for any items delivered early or left behind. No deliveries shall be allowed while another event is in progress.

**Supplied Equipment:** The City provides tables and chairs for the event, included in the rental fee. The Licensee must supply all other décor and furnishings, including but not limited to tablecloths, china, silverware, centerpieces, etc.

**Decorations:** In accordance with all appropriate fire regulations, all candles must be enclosed in glass. Licensee shall not affix anything to the walls, ceilings, floors, or furnishings. Birdseed, bubbles, rice, glitter, confetti, straw/hay, and similar materials are prohibited. No Tiki type torches or fog machines are allowed under any circumstances. All decorations must be flame retardant and meet all applicable codes.

**Signs and Displays:** Licensee understands and agrees that no signs, messages, or other materials will be posted, displayed, distributed, or announced in, or adjacent to the facilities without prior written approval of City Designee at least twenty-one (21) days prior to the use for approval. Any exterior signs shall also be approved by the City.

**Equipment Rental:** Equipment such as podiums, microphones, and projectors may be made available for a rental fee. Licensee understands and agrees that all rental equipment brought in by the Licensee must have protective pads on the bottom of the equipment to ensure that no damage is done to the wood floors. Do not drag heavy items on the floors. Please contact the Community Services staff or City's Designee for further information regarding this policy. Licensee will be responsible for the costs of repairing any damage done to the wood floors or other aspects of the premises in connection with Licensee's event.

**Music:** All music shall be in compliance with the City of Rancho Santa Margarita noise regulations. Music amplification is permitted in the Grand Ballroom only. All musicians, DJs equipment, stereos, and speakers must be confined inside the building. All music must be turned down by 10:00 p.m. and turned off no later than 11:00 p.m.

**Entertainment Vendor:** The Licensee shall provide the name, address, and telephone number of all entertainment vendors. City may require a copy of business license.

**Alcoholic Beverages:** Licensee understands and agrees that the sale of alcoholic beverages requires prior written approval from City and requires a state license, which is the responsibility of the Licensee to obtain. It is the responsibility of the Licensee to contact Alcohol Beverage Control to obtain a license. A letter regarding the event will be provided for the Licensee to present to the Alcohol Beverage Control License office. Contact Alcohol Beverage Control at: Alcohol Beverage Control, 28 Civic Center Plaza, Santa Ana, CA (714) 558-4101

In accordance with California State law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. Alcoholic Beverages shall be permitted only within the confines of

the BTRCC building and adjacent patios and courtyard. Beer kegs are not allowed except as may be utilized by professional caterers and bartenders as part of a bar set-up. Applications to serve alcoholic beverages will not be considered for approval for any activity with a youth emphasis. This includes such activities as birthday parties for minors or student activities. However, a Bar Mitzvah, Bat Mitzvah, Quinceañera or other similar event that will be attended in substantial part by adults over the age of 21, is not considered an activity with a youth emphasis, and an application will be considered for the service of alcoholic beverages at such events. If alcoholic beverages are served at the rental function, no minors are to be present without a consenting parent or guardian. Any abuse of alcohol privileges may result in immediate termination of the function and the forfeiting the refundable deposits and all rental fees that have been paid, at the sole discretion of City Staff. The consumption of alcoholic beverages is prohibited during set up and clean up time. Proof of license must be on file with the Event Manager at least five days prior to the event. The Licensee shall be responsible for complying with all applicable regulation pertaining to the sale or serving of alcoholic beverages and shall hold the City and the City of Rancho Santa Margarita harmless with respect to any violation thereof.

**No Smoking:** Smoking is prohibited inside and outside (within 20 feet of an exit or entrance).

**Clean Up Requirements:** The Licensee must check the rented facility on the day of the event to make sure it is in order. Floors are to be swept, mopped and/or vacuumed by Licensee after use. The kitchen shall be cleaned and all counters wiped down and floors mopped. Basic cleaning supplies and equipment will be provided. All trash shall be removed and placed into the specified dumpster. Tables shall be wiped down. Furniture shall be replaced in its original setting. The cost for repair of any damage to the BTRCC or the cost of any necessary cleaning after the event shall be paid from, including but not limited to, the security deposit(s) received. If cleaning costs and/or damages exceed the amount of the security deposit(s), payment is due to the City immediately. The Licensee acknowledges receipt of the Bell Tower Regional Community Center's Recycling Guidelines. The Licensee agrees to make a concerted effort to comply with these guidelines.

**Damages:** Licensee agrees to pay whatever expenses are required to restore the BTRCC or any part of the rented facility to the same condition as when Licensee entered the facility, including, but not limited to, any needed surface cleaning, and/or repairs to the BTRCC, ordinary wear and tear excepted.

**Removal of Property:** Licensee agrees that all materials pertinent to the event, which are not owned by City, shall be removed from the BTRCC immediately after the event. City, at its sole discretion, shall be authorized to dispose of, remove, or store, at the expense of Licensee, all materials remaining after the event. Licensee shall be responsible for payment of such disposal, removal or storage costs of such material.

**Occupancy Capacity:** Licensee shall not admit to the rented room(s) a greater number of persons than the rented room(s) will accommodate or that can safely and freely move about in said areas, whether this number is less than the maximum allowed.

**Animals:** Animals will not be permitted within the BTRCC unless they are trained for use by the visually or hearing impaired.

**Permission to Photograph:** By executing the Facility Use Agreement, Licensee gives permission to City to photograph Licensee and Licensee's guests and invitees participating in the event described herein for promotional materials and understand that Licensee or Licensee's guests or invitees will not receive compensation for such use.

**Compliance with Policies and Procedures:** Licensee and all users of the BTRCC shall comply at all times with the "Policies and Procedures – Bell Tower Regional Community Center" as those

Policies and Procedures may be updated from time to time. A copy of the current Policies and Procedures is attached below.

**POLICIES AND PROCEDURES**  
**Bell Tower Regional Community Center**

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THE BELL TOWER REGIONAL CENTER (the "Facility") IS OWNED AND OPERATED BY THE CITY OF RANCHO SANTA MARGARITA. IT IS INTENDED PRIMARILY FOR SOCIAL, CULTURAL, EDUCATIONAL, PHILANTHROPIC OR RECREATIONAL PROGRAMS. INDIVIDUAL, COMMUNITY AND BUSINESS ORGANIZATIONS ARE PERMITTED AND ENCOURAGED TO USE THE FACILITY, WHICH IS AVAILABLE ON A RESERVATION BASIS.

- a. For purposes of these Policies and Procedures, the term "City Designee" shall mean the City Community Services Supervisor.
- b. Organizations and individuals conducting meetings, receptions, social gatherings, celebrations, charitable fund raising events, recreational and/or educational instruction may submit meeting requests up to (12) months in advance.
- c. No permanent rental or assignment of any portion of the Facility shall be made to any individual or organization.
- d. Religious groups desiring use of the Facility for the purpose of conducting regular services may be granted for emergency situations only (i.e., lost of facility) on a short term basis for three (3) months; extensions are subject to review by City's Designee, but in no event is the use to extend beyond twelve (12) months.
- e. Any portion of the Facility defined as Senior Facilities may not be used for sectarian instruction or as a place for religious worship. (*Senior Bond Act of 1984 Section 9597*)
- f. Local organizations may schedule political forums open to all candidates upon approval of written request. The Facility may not be used for political campaigning or for political fund raising.
- g. No smoking is allowed in the Facility or within 20 feet of any entrance.
- h. The Facility cannot be reserved/rented for the purpose of conducting gambling activities that are prohibited by California law, including lotteries, raffles, bingo, and "gaming" as defined in Penal Code Section 330. State law allows very limited exceptions for certain raffles for charity, certain bingo games for charity, and other games, and those activities are permissible uses of the Facility so long as they are conducted strictly in accordance with all applicable laws.
- i. Parking is available to all users for the Facility. No reserved parking shall be permitted. Loading or unloading is permitted only in marked parking stalls. Vehicles are prohibited at all times on sidewalks and turf.
- j. The fees for the City Programs shall be approved by the City as part of the annual budget for the City Programs. Fees for other programs shall be established by the users providing the service, and with a list of all applicable fees, which shall be updated as necessary.
- k. Use and rental of the Facility shall be subject to availability of space after accommodating City sponsored programs. In the event multiple requests are made for use of the Facility at an overlapping time and location, priority shall be given to use/rental of Facility in the following descending order of priority:

1. Annual City events confirmed 6 month in advance of event
2. City Programs and City sponsored activities (Senior, Youth programs) confirmed thirty (30) days in advance
3. Any use or rental that has already been reserved and confirmed in writing by the City.
4. Boy & Girls Club, Age Well Senior Services or similar program activities.
5. City residents and nonprofit 501(c) 3 organizations
6. Non-City residents and other non profit organizations
7. Business and commercial organizations.

- I. All users are required to complete a Facility Rental Agreement and comply with all terms of the Facility Rental Agreement.
- m. Each user of the Facility will be responsible to ensure that all of its employees, contractors, service providers, caterers, assistants, volunteers, and invitees using the Facility are aware of and observe and obey all Policies and Procedures and all local, state and federal laws.
- n. Meetings or activities conducted at the BTRCC may not be advertised or promoted as a City of Rancho Santa Margarita sponsored activities. All material used for advertising or announcing a meeting or activity shall be submitted to the City Designee at least twenty-one (21) days prior to the use for approval.
- o. No equipment, furnishings or other materials shall be brought into the Facilities that may damage the flooring, walls or structure of the Facilities, and the City reserves the right to refuse access for such equipment, furnishings or other materials. The user shall be responsible to reimburse the City for the cost to repair any damage to the Facilities arising during setup, use or cleanup after the use.
- p. The City reserves the right to bill the user for damages and costs incurred by the City as a result of the user's use of the Facility.
- q. The City reserves the right to cancel or reject current and future reservations due to the misrepresentation, misuse of facilities, flagrant violation of the City's policies and regulations, or mistreatment of City staff.
- r. For safety reasons, it is important to observe the maximum capacity of rooms as established by the Fire Department. Events that exceed maximum limits may be shut down, and the group will forfeit their deposits and risk suspension of future reservations.
- s. Based on the type of event, the City reserves the right to require any group to provide liability insurance for its event.