

## FACILITY RESERVATION AND USE POLICY

### 1. INTRODUCTION

1. The City of Santa Fe Springs ("City") coordinates and issues permits for the use of facilities to organizations and the general public for cultural, social, recreational activities, and programs. The City will work to ensure fair and equitable allocation of space.

### 2. GOALS

1. The goal of this policy is to establish guidelines, rules, and procedures for the utilization of certain City facilities. This policy serves several purposes including the regulation of the use of City facilities, the effective management of City resources, the outlining of safety measures and security protocols, the preservation of the integrity and longevity of City facilities and assets, and ensuring compliance with legal requirements, regulations, and standards related to facilities operations.

### 3. PURPOSE

1. The purpose of this policy is to establish regulations and processes to ensure access of facilities for the use by the general public; to coordinate multiple facility spaces; to assure preservation of facilities; to prevent uses that are unsafe, unlawful, or impermissible; and to assure financial accountability for damage caused by field or facility use.

### 4. DEFINITION OF TERMS

1. **Resident:** A person whose primary residence is in the City (and those whose address is located in an unincorporated zip code that the Community Development Department has determined to be resident status).
  - a. **Business Resident:** A business owner whose business address is headquartered within the City boundaries, as verified by their Tax Identification Number, and whose name is on the business license.
  - b. **School Resident:** A school resident is defined as a student, who attends a school within the City boundaries but resides in a city that is not Santa Fe Springs. School Residents do not qualify for reservation resident rates.
2. **Immediate Family Member:** Immediate family members consist of spouse or domestic partner, parents, including stepparents and foster/adoptive parents, children, including stepchildren and foster/adopted children, siblings, including stepsiblings and half-siblings, grandparents, grandchildren, or legal guardian.
3. **City Employee:** A person who is employed by the City. City Employees must be active City employees to receive a facility reservation discount. The discount is outlined in the City's Fee Schedule.
4. **Non-Profit Organization:** A non-profit organization is an entity that operates for purposes other than profit-making and is recognized as a current 501(c)(3) nonprofit

public benefit corporation by the Internal Revenue Service (“IRS”). Its primary goal is to further a particular social cause or advocate for a specific mission.

5. **Renter:** A person who pays a fee to use City facilities under a Facility Rental Agreement.
6. **Special Events:**
  - a. **City-Sponsored or Co-Sponsored Special Events:** Events sponsored or co-sponsored by the City, such as ArtFest, Independence Day Celebration, Relay For Life, etc. These events are directly organized or supported by the City.
  - b. **Private Occasion Reservation Special Events:** Events organized by private citizens for special occasions. These events require a permit for the use of City facilities.
    - i. **Business Meeting:** A business meeting is convened with the primary objective of facilitating decision-making processes, discussing corporate objectives, conducting employee training sessions, hosting seminars, workshops, or other educational endeavors pertinent to business operations. Business meetings adhere to a professional environment and do not permit the inclusion of alcoholic beverages. Furthermore, they abstain from incorporating entertainment elements such as DJ's or live bands.
    - ii. **Special Occasion Event:** A special occasion event is a social gathering that may include, but is not limited to, a special form of recognition/celebration honoring individual(s), a holiday, or special occasion.
    - iii. **Funeral Reception:** A funeral reception is a gathering held within thirty (30) days of a funeral service to provide an opportunity for mourners to come together, offer condolences, share memories of the deceased, and provide support to the bereaved family and friends.
    - iv. **Celebration of Life:** A celebration of life is an event held to honor and commemorate the life of a deceased individual. Celebrations of life that do not occur within thirty (30) days of a funeral are considered a Special Occasion Event and subject to Special Event fees.
  - c. **Third-Party Public Special Events:** Events organized entirely by third-party private citizens or organizations that meet any of the following criteria:
    - i. hosting more than one hundred (100) people; or
    - ii. featuring food and/or informational vendors; or
    - iii. impede on a public right of way.These events are not sponsored or co-sponsored by the City. Examples include large festivals, concerts, a business expo or fair, or parades. Third Party Special Events may be subject to additional requirements, including, but not limited to Temporary Use Permit (See Chapter 119 (Reserved) of Title 11 (Business Regulations)) of the Santa Fe Springs Municipal Code.
  - d. **Types of Entertainment:**

- i. **DJ (Disk Jockey):** A DJ plays recorded music from various genres and interacts with the audience by mixing songs together and sometimes providing announcements or commentary.
- ii. **Live Band:** A group of musicians who perform music live using amplified instruments such as guitars, drums, keyboards, etc.
- iii. **Mariachi Band, Quartet, or Quintet:** A traditional musical group typically consisting of acoustic guitars, violins, trumpets, and sometimes other instruments.
- iv. **Trio:** A smaller ensemble consisting of three musicians who may play a variety of instruments such as guitar or violin.
- v. **Soloist:** A single performer who sings or plays an instrument alone, providing entertainment for the event. This could be a singer, guitarist, pianist, or any other musician performing individually.
- vi. **Dance:** A dance group consisting of many forms of dance that are created and performed to entertain an audience, this can include folk, recitals, or story dances.

## 5. RESERVATIONS

- 1. Due to the high demand for facilities, applications for reservations will be accepted as follows:
  - a. Residents – twelve (12) months in advance (open at the beginning of the month).
  - b. Non-Residents – nine (9) months in advance.
  - c. Reservations will not be accepted less than thirty (30) days from event date.
  - d. EXCEPTIONS:
    - i. Funeral Receptions.
    - ii. Heritage Park or Clarke Estate Reservations.
    - iii. Park rental facilities during regularly staffed hours.
- 2. City reserves the right to change, or cancel any reservation, at any time resulting from City activity and/or maintenance.
- 3. A facility is not considered rented until (i) Renter submits to City a signed City Rental Agreement, down payment and/or rental fee, a credit card authorization form, certificate of insurance and endorsements, written evidence of permits and licenses, and any other items deemed necessary and requested by City; and (ii) City, in its sole discretion, approves such rental in writing.
- 4. The signatory of a City Rental Agreement must be the Renter and at least eighteen (18) years of age if alcohol will not be served, or at least twenty-one (21) years of age if alcohol will be served.
- 5. Renter shall be present for the entirety of the event, including set-up and breakdown periods.
  - a. Exception: For weddings, or funeral receptions, if the Renter is the bride or groom, the Renter shall provide City with a single contact to serve as the representative for Renter's activities. However, the representative is not able to make changes to event date, times, and layout.
- 6. Renter shall be responsible for securing all required permits and licenses.

7. The facility shall be used for the purpose stated in the Facility Rental Agreement. No other use will be permitted.
8. Renter shall not use City's name to suggest endorsement or sponsorship of the event without prior written approval of City. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
9. Renter shall permit any City officers, employees, or agents to visit the event described in the City Rental Agreement.
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.
11. Renter is an independent contractor and not considered an agent or employee of City, even if the renter is employed by the City.
12. Renter is allowed one (1) date change per reservation confirmation, provided that the date change occurs with six (6) months or more from the original reservation date. Cancellation that occurs after a date change will result in forfeiture of downpayment.

## **6. COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. Renter agrees to abide by all applicable local, state, and federal, accessibility standards and regulations.
3. The Renter agrees to comply with all applicable City ordinances, rules, and regulations, including but not limited to Santa Fe Springs Municipal Code Section §130.04 – Unlawful Conduct Within Public City Facilities and City Parks. The Renter understands that failure to comply with any City ordinance or directive from City staff may result in revocation or suspension of the rental permit, removal of individuals from the premises, immediate cancellation of the event, and/or assessment of additional fees or charges. The City reserves the right to take any action necessary to protect public safety, City property, and the well-being of participants and staff. Renter agrees to be solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility, for example, use of appropriate sanitation practices, physical distancing, limits on the size of gatherings, etc.
4. City reserves the right to immediately revoke Renter's right to use of the facility should Renter fail to comply with any provision of this section.

## **7. FEES**

1. Rental fee and/or down payment can be made online, or in-person via credit card, cash, or check. Fees must be paid thirty (30) days prior to event date. Checks are not accepted less than thirty (30) days prior to event date.
2. City will require a rental fee and/or a down payment from Renter. Some non-profit agencies may be eligible for a facility fee waiver (see Section 19, FEE WAIVERS).
3. Cancellations of reservations may be subject to the withholding of a portion of, or the entire, rental fee and down payment for the facility (see Section 18 for WITHHOLDING AND ADDITIONAL FEES).
4. Renter will forfeit down payment and City may charge an additional amount for any

event continuing past the ending time stated in the Facility Rental Agreement.

5. In the event facility is left damaged, Renter will forfeit down payment and may be charged for any and all janitorial and/or repair fees incurred by City as a result, and those fees will be billed to Renter.

## 8. INDEMNIFICATION

1. Renter shall indemnify, defend, and hold harmless City, and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, costs, expenses, or damages, including liability for injuries or illnesses 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, its officers, employees, or agents. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Renter's use or occupancy of the facility and adjoining property, Renter shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.
2. Renter waives any right of recovery against 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 facility and adjoining property, even if City, its officers, employees, or agents seek recovery against Renter. This provision does not apply to claims or damages caused by the City's sole negligence, gross negligence, or willful misconduct.
3. Renter waives any right of recovery against 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 City, its officers, employees, or agents.
4. Renter shall report any personal injuries or illnesses 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 facility and adjoining property to City in writing and as soon as practicable, but in no event not more than seventy-two (72) hours after occurrence.

## 9. INSURANCE REQUIREMENTS AND SPECIFICATIONS

1. **The City, at its sole discretion, may apply insurance requirements and specifications.**
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.
3. **Proof of insurance.** Renter shall provide certificates of insurance to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City prior to commencement of the rental. Current certification of insurance shall be kept on file with City at all times during the term of this

AGREEMENT. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 4. Additional Insured Status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 5. Duration of Coverage.** Renter shall procure and maintain for the duration of the Facility Use Agreement insurance against claims for injuries to persons or damages to property, which may arise from Renter's use or occupancy of facility and adjoining property.
- 6. Primary/Non-Contributing.** Coverage provided by Renter shall be primary, and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance policies shall include or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 7. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to the Facility Use Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Renter or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Renter hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its vendors.
- 8. Notice of cancellation.** Renter agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. Renter agrees to oblige its insurance agent or broker and insurers to provide CITY with a thirty (30) day notice of any change of coverage or limits.
- 9. Acceptable insurers.** 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 City.
- 10. Enforcement.** Renter acknowledges and agrees that any actual or alleged failure on the part of City to inform Renter of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- 11. Requirements not limiting.** 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, City requires and shall be

entitled to coverage for the higher limits maintained by Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**12. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**13. City's right to revise specifications.** City reserves the right at any time during the term of the Facility Use Agreement to change the amounts and types of insurance required by giving the Renter at least thirty (30) days advance written notice of such change. However, CITY reserves the right to give less than thirty (30) days notice if City first becomes aware of an issue and needs to change the amounts and types of insurance within thirty (30) days of the scheduled event.

**14. Additional Insurance.** Renter shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its use or occupancy of the FACILITY and adjoining property.

**15. Timely notice of claims.** Renter shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Renter's use or occupancy of the facility and adjoining property, and that involve, or may involve, coverage under any of the required liability policies.

**CITY reserves the right to require additional lines of insurance, and any additional insurance, will be agreed to by Renter in writing. Additional insurance may include, but is not limited to:**

- 1. Automobile liability insurance.** Renter shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Renter arising out of or in connection with the facility use, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 2. Sexual abuse/molestation insurance.** Renter shall procure and maintain sexual abuse and molestation liability coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. This coverage may be part of commercial general liability coverage, professional liability coverage, or a separate policy.
- 3. Liquor liability insurance.** Renter shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.
- 4. Workers' compensation insurance.** Renter shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Renter shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- 5. Cyber liability insurance.** Renter shall procure and maintain cyber liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate.
- 6. Other.** If Renter contracts with a third-party service provider (e.g., caterer), Renter will require the service provider to procure and maintain at its sole cost and expense

comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and if applicable, liquor liability coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, or other lines of coverage City requires. Both City and Renter shall be endorsed as additional insureds.

## **10. SECURITY**

1. City, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for paying or reimbursing City for all costs and expenses in providing security.
2. Renter is solely responsible for supervising all individuals at the facility and adjoining property(ies) during the event. City is not responsible for providing this supervision. However, City may remove individuals from the facility during the event if their conduct is not in the best interest of the public, against the City's Code of Conduct, or is deemed to be detrimental in any way by City staff.

## **11. SET-UP / CLEAN-UP / DECORATIONS**

1. Renter, caterers, bands, vendors, entertainment, photo booths, transportation of rental equipment, and related individuals and activities will not be permitted access to the facility prior to the event set-up time period, or after event breakdown period, as indicated on the Reservation Confirmation. 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 setup time, unless Renter provides rental fees, down payments, and insurance for the time of the preparation and/or decoration.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, pins, screws, poles, stakes, tape, glue dots, glue, adhesives, 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. All décor items utilized by the Renter must be free-standing and remain unattached from any part of the facility.
4. Renter is responsible for ensuring that free-standing décor must be displayed, utilized, and/or weighted to prevent it from moving or falling.
5. The use of glitter, confetti, rice, coins, paper currency, silly string, whip cream, birdseed, spray cans, hay, straw, event scatter, or similar type of items, is prohibited.
6. Signs and decorations may not be placed outside the building, trees, shrubbery, or planter areas.
7. Open flames of any kind, candles, smoke, fog machines, bubble machines and piñatas, are NOT allowed. Electronic/flameless candles are permitted.
8. Standard glass vases for floral arrangements are allowed. Glass beverage containers are not allowed as centerpieces.
9. Balloons may NOT be released/loosed inside facility. Balloons must be on weights and set on tabletops. Balloon arches are permissible if they do not exceed height restrictions, as described in the City municipal code.
10. Renter shall be responsible for all clean-up of the facility, including adjacent grounds, lobbies and restrooms, at the end of the rental. Renter shall pick up, bag, sweep, mop, remove all trash, and/or bodily fluid discharge, 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.

- 11.** Renter shall not store any equipment or materials at the facility or adjoining property.
- 12.** 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 City as a result, and Renter's down payment may be withheld, or credit card on file may be charged.
- 13.** Renter's may utilize equipment from third-party vendors (such as chairs, tables, stages, lecterns, pipe and drape, archways, portable bars, generators, etc.). The use of third-party rental equipment must be approved by City more than thirty (30) days prior to event date. Aforementioned equipment may not be stored overnight and must be delivered and picked up within the times indicated on the Reservation Confirmation. Third-party equipment must be completely off of any public grounds within the allotted takedown time. Renter must provide a vendor agreement and a Certificate of Liability Insurance (see Insurance Requirements & Specifications) when third-party equipment is utilized.
- 14.** Renter is responsible for arrangement of any third-party equipment, decorations, and/or set-up; this includes unloading, delivery into the facility, take down, and transport out of the facility. City staff is NOT responsible for third-party equipment. Additionally, delivery of any third-party equipment will NOT be signed for by staff. Applicant must be present for the delivery and pick-up of equipment.
- 15.** Renter's facility rental fee includes three (3) hours of set-up time only, and one (1) hour of breakdown/cleanup time.
  - a.** Exceptions:
    - i.** Little Lake Park: If renting the Meeting Room at Little Lake Park, there is a 6-hour maximum use time not including set-up and cleanup. No event shall end past 8 p.m.
- 16.** Covered Picnic Areas: rental fee includes one (1) hour of set-up time only, and one (1) hour of breakdown/cleanup time.
  - a.** Additional set-up time (maximum of two (2) hours may be purchased for decoration/set-up purposes only).
  - b.** Decorating must take place immediately before event start time.
  - c.** Additional time MUST be purchased 30 days prior to scheduled event. Guests will not be allowed to enter the facility room until the time indicated on the Reservation Confirmation.

## **12. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take City property outside of the FACILITY for any reason.
2. Renter shall not use City equipment, tools, or furnishings located in or about the FACILITY.
3. Renter shall not drive motorized vehicles on fields, green space, paths, or facility grounds.
4. Renter shall secure the approval of City before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record,

televising, or broadcast the event or any portion thereof without prior written approval of City.

### **13. FOOD & BEVERAGE**

1. Renter is responsible for ensuring that all food prepared/cooked/served is compliant with Los Angeles County Department of Public Health regulations and protocols.
2. Cooking with open flames must be done outdoors.
  - a. i.e., taco cart, bbq smokers, grills, etc.
3. Cooking oil must be discarded in proper containers or must be taken at the conclusion of the event.
4. Chaffing dishes and service utensils are not provided by the City.
  - a. EXCEPTION: Gus Velasco Neighborhood Center Pio Pico Room may provide chaffing steam table, on a case-by-case basis.
5. Food may be warmed at onsite kitchen but cannot be prepared or cooked in the kitchen.
6. All City facilities allow catering type vehicles (i.e., food trucks). Renter must get approval from City to have such vehicles at least thirty (30) days prior to reservation/event date, and is subject to additional fees and regulations.
7. Renter is responsible that all food, containers, utensils, or similar type of items are removed from the facility at the end of the event.
8. For the Clarke Estate and Heritage Park, Renter is responsible for the following additional requirements:
  - a. Applicant agrees to hire a food caterer from the City's Preferred Catering List.
    - i. If Renter chooses to select a caterer that is not on the City's Preferred Catering List, renter must provide a copy of the invoice to the City, and pay a ten percent (10%) catering fee to the City, prior to the event.
9. Alcohol and Beverage Consumption
  - a. The signatory of the Facility Use Agreement must be the Renter and at least eighteen (18) years of age if alcohol will not be served, or at least twenty-one (21) years of age if alcohol is served.
  - b. If serving alcohol, applicant is required to have a licensed bartender at all times while serving guests. Anyone under the age of 21 is prohibited from standing behind the bar at any time. Self-serving is not allowed.
    - i. EXCEPTION: Clarke Estate & Heritage Park: Applicant must use a licensed bartending service from the City's exclusive bar service list and subject to a twenty percent (20%) bartending fee to the City.
  - c. Renter will submit a copy of the Responsible Beverage Service Licensed Bartender Certification along with bartender's copy of valid Driver's License (with current mailing address) and the telephone number to City at least five (5) days prior to the reservation/event. A copy of the Alcohol Policy and Procedures will be provided to the Licensed Bartender.
  - d. Applicant must ensure that the licensed bartender complies with all state laws.
  - e. OUTSIDE ALCOHOL IS NOT ALLOWED. Guests may NOT consume alcohol in the parking lot, restroom, lobby or on any other City property. Guests are not permitted to bring alcohol. Violations may be subject to closure of event

and loss of down payment, or charge of the credit card on file. Alcohol is only allowed within the designated facility. Flasks or personal beverage containers containing alcohol are prohibited. Staff reserves the right to inspect any coolers, bags, or containers, brought by the Renter, or the Renter's guests.

- f. Alcohol is not permitted to be dropped off at facility and left unattended. Bartending services, and/or reservation holder, must be present to receive pre-purchased alcohol. Staff will not receive alcohol from applicant to hold until bartending service arrives.
- g. The serving of alcohol MUST stop thirty (30) minutes before the end of the event. Staff will ensure that bar closes thirty (30) minutes prior to end of event.
- h. Alcohol (i.e. champagne, wine, beer, etc.) MAY NOT be placed on tables as part of the decoration and/or for guests to self-serve. All alcohol beverages must be served to guests in disposable cups (beverage containers made of glass are not allowed, filled or empty).
- i. For a Celebratory Toast, alcohol must be served at the bar, by the bartender, and must be served in plastic stemware.
- j. Heritage Park & Clarke Estate:
  - i. For ceremony and reception reservations, applicant understands that alcohol may not be served until completion of the ceremony. All alcohol must be served from a designated bar area. Alcohol is not permitted following a ceremony-only reservations.
- k. Staff reserves the right to close the bar if deemed necessary (i.e. if applicant and/or guests are not in compliance). Violations may result in event closure and loss of down payment, and/or incurring additional charges to the credit card on file.
- l. Serving alcohol to minors, and/or consumption of alcohol by minors (under age of 21), is strictly prohibited. Violations of this may result in closure of the event and denial of future facility use by City.
- m. Serving alcohol to an intoxicated person is prohibited. Violations of this may result in closure of the event, and denial of future facility use by City.
- n. The applicant agrees to comply with all State and Municipal Laws concerning the sale of and consumption of alcoholic beverages while using the facility. Failure to comply with this policy will result in event being terminated immediately, and down payment will not be refunded, and credit card on file may incur additional charges.
- o. Alcoholic beverages are not allowed in park settings (SFSMC §130.04).
- p. If selling alcohol:
  - i. An Alcohol Beverage Control (ABC) License is required.
  - ii. The license can be obtained a maximum of two (2) weeks prior to the scheduled event and must be submitted to the City at least five (5) days prior to the scheduled event. If the license is not submitted on time, alcohol cannot be sold at the event.
  - iii. Required license can be purchased at: Alcohol Beverage Control Office, 222 E. Huntington Drive, Suite 114, Monrovia, CA 91016, (626) 256 – 3241, [www.abc.ca.gov](http://www.abc.ca.gov).
  - iv. Applicant must obtain the license in person and must take the following documents:

1. Letter of Permission from City (a Community Services Supervisor can provide this letter)
2. A Cashier's Check or Money Order. (Method of payment is subject to change at the election of City)
3. For nonprofit organizations wanting to sell alcohol – proof of non-profit status, IRS Exception Certificate, and Bylaws.

#### **14. COVERED PICNIC AREAS**

1. Renter is responsible for obtaining City's approval to have vendors at their reservation.
2. Dunk tanks, petting zoo, and pony rides are not permitted on the park. Game trucks and food trucks are permitted at all locations at designated areas and require an additional fee (see Fee Schedule for more details).
3. No form of amplified sound is permitted (i.e. P.A. systems, bands, DJ's, etc.).
4. Renter will provide their own charcoal for the BBQ grills. Renter can bring a propane-fueled grill.
5. Additional setup and/or breakdown time may be purchased at additional rates (see Fee Schedule for more details).
6. Up to three (3) EZ-Up canopies may be brought on to the park. Each EZ-Up may not exceed the size of 10' x 10' (S.F.S.M.C. §130.04.B.23-24).
7. Renter is responsible for ensuring that free-standing décor, or EZ-Up canopies must be displayed, utilized, and/or weighted to prevent it from moving or falling.

#### **15. INFLATABLE AMUSEMENTS (JUMPERS)**

1. Inflatable amusements (i.e., moon bouncers, bounce houses, or jumpers), are allowed in City parks at the following locations and must meet the following criteria:
  - a. Allowed at the following locations: Lakeview Park, Little Lake Park, Los Nietos Park, Santa Fe Springs Park.
  - b. Conventional size jumpers only. Inflatables larger than 30' X 30' are NOT allowed. Jumpers with water and amusements with mechanical components (i.e. mechanical bull) are not permitted.
  - c. Renter is responsible for providing to the City a copy of inflatable amusement (jumper) vendor's liability insurance; Vendor 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.
  - d. Renter is responsible for ensuring that they obtain an inflatable amusement (jumper) that is compliant with the American Society for Testing Materials (ASTM) Designation F2374-10.
  - e. The vendor or reservation holder must provide its own electricity (i.e. silent generator).
  - f. City and its employees are not responsible for any inflatable amusements

(jumper) left on the premises before or after permitted hours.

- g. City and its employees are not responsible for any damages caused to the inflatables.
- h. City and its employees are not liable for any injuries to anyone participating in the use of the inflatable amusement (jumper) set-up on any City facility.
- i. Staff must be present while inflatable amusement (jumper) is set-up at the park. Renter may purchase additional time for set-up .
- j. Only two (2) inflatable amusement (jumper) are allowed at each park at any time. Only one (1) jumper is allowed per reservation.
- k. A fee is required for an inflatable amusement (jumper) permit if a picnic area is not rented (see City's fee schedule for specific fees).
- l. All inflatable amusement (jumper) requirements are due to the City no less than two (2) weeks prior to the event date. This includes company information and insurance requirements.
- m. The inflatable amusement (jumper) unit must be staked down at all times while in use.
- n. Park staff is not responsible for supervision of children in inflatable amusement (jumper). Supervision of children in the inflatable amusement (jumper) is required at all times.

## **16. MISCELLANEOUS**

1. Renter shall not admit a larger number of individuals than indicated on the approved Reservation Confirmation.
2. Gambling of any kind is not permitted at the facility.
3. Smoking is not permitted inside or within 25' of the facility.
  - a. Smoking or possessing any lit cigar, cigarette, e-cigarette, vaping device, or pipe, unless City has designated a specific smoking area, is not allowed.
4. No animals are permitted at the facility, except for service animals, as defined under the Americans with Disabilities Act, which are individually trained to do work or perform tasks for people with disabilities.
5. If Renter violates any part of this policy or reports false information to City, City may refuse Renter further use of the facility, and Renter shall forfeit a portion, or all, of the rental fee and/or the down payment, and/or incur additional charges to the credit card on file.
6. City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
7. The facility is not to be used by applicant for commercial benefit or profit-making purposes. Solicitation of money (including admission charges, dues, donations or sales) is prohibited. An exception is made for community-based incorporated groups and nonprofits; however, verification of 501(c)(3) status, through their tax ID application, must be submitted, and approval must be granted by the City Manager.
8. City is not responsible for items that are lost, stolen, or damaged in or on the grounds of the facilities. Leaving personal items unattended or bringing in personal belongings that are disruptive to the primary use of space are not allowed.

## **17. FORCE MAJEURE**

1. In the event of a natural disaster, government or societal actions, infrastructure failures, or Act of God, City will not be responsible for any costs incurred by the Renter, including, but not limited to, invitations, entertainment, food, beverages, decorations, giveaways, photographers, attractions, inflatables, or any other related expenses.

## **18. WITHHOLDING AND ADDITIONAL FEES**

1. Down payment is due at the time application is submitted.
2. The applicant will be billed for any costs exceeding the down payment or facility use fee. If all requirements of the Facility Use Agreement have been met,
3. Down payments are fees toward the reservation and are not refundable.
4. The City reserves the right to charge the Renter's credit card on file for any costs incurred as a result of damages, vandalism, excessive trash, failure to clean and restore the facility to its original condition, unauthorized use of equipment or areas, and/or any additional time beyond the contracted rental period. All associated fees will be assessed based on actual repair, replacement, cleaning, or staffing costs as determined by the City.
5. Renter agrees to reimburse City for any loss or damage to CITY property caused by party, guests, and/or contracted vendors, and additional charges may be incurred
6. The balance of fees are due 30 days prior to the scheduled event. If the fees are not paid as required, the reserved date will be cancelled.
7. Down payment will be held if cancellation takes place less than six (6) months of event. A \$100.00 non-refundable fee will be charged for event cancellation between six (6) months to one (1) year of event date.
  - a. EXCEPTION: If cancelling covered picnic areas at Lakeview Park, Little Lake Park, Los Nietos Park, and Santa Fe Springs Park more than thirty (30) days prior to event date, Renter will be refunded 50% of down payment. If cancellation occurs under thirty (30) days of event date, Renter will forfeit down payment and will be refunded any FACILITY fees.
8. All cancellations must be conducted in person with picture ID, or in writing via email from the email address on file; otherwise, Renter's down payment will not be refunded.
9. Per City policy, City employees are not permitted to accept gratuities or gifts of any kind.
10. If Renter exceeds the time indicated on the Reservation Confirmation, down payment may be withheld and additional fees may be incurred, and the credit card on file will be charged for any additional fees.

## **19. FEE WAIVERS**

1. The City of Santa Fe Springs recognizes and appreciates the value of partnering and collaborating with other agencies and organizations to provide services that benefit the community and its residents. In an effort to provide support to organizations, the City of Santa Fe Springs has established a policy for determining when fees may be waived.
2. Process

Fees established by the City of Santa Fe Springs for the use of City parks and

facilities may be waived by the Department Director (up to \$500), or the CityManager, or designee, up to \$4,999, if the Renter submits a fee waiver application and meets the defined criteria within this policy.

- i. A Fee Waiver application must be submitted no later than 45 days prior to the date of the event.
- ii. Approval of the fee waiver does not relieve the applicant/organization of the obligations to comply with all other permit requirements, including but not limited to submitting a facility use application, liability insurance, health permits, ABC License, down payment, etc.

3. Fees and costs that are NOT eligible to be waived:
  - a. Staffing or labor
  - b. Refuse costs
  - c. Custodial/Janitorial costs
  - d. Maintenance costs
  - e. Other City charges
4. Eligibility
  - a. Tier I Criteria: City recognizes the value that organizations/agencies play in providing benefits to the community and Santa Fe Springs residents. Fees may be waived for organizations/agencies if any of the following criteria are met:
    - i. A non-profit organization or association must be headquartered in Santa Fe Springs (must have a physical address in Santa Fe Springs), verified through their current 501(c)(3) Tax Identification Number. Such organization shall be organized and exist in the City for a minimum of one (1) year prior to the event.
    - ii. The organization must have as their sole purpose to benefit the City or a particular City Department or service.
    - iii. Schools located within the City of Santa Fe Springs or related organizations such as private schools within the City.
    - iv. Government agencies where the fee waiver will provide essential public services that align with City's mission of serving the community.
  - b. Tier II Criteria: Organizations/agencies that do not meet the criteria under Tier I may still qualify if they are able to meet all criteria in Tier II.
    - i. The event or program is consistent with City or City Department's mission, values, and objectives.
    - ii. The program or event provides a valuable and definable benefit to the Santa Fe Springs community; including but not limited to youth programs and events.
    - iii. The proposed event or program will have no negative impact on the existing facility/park or cause the need for increased maintenance; and will not displace any existing City programs or reservations.
    - iv. There is no evidence of previous violations of any permits previously issued to applicant or organization.

- c. The City Manager may waive fees for organizations that benefit the public, promote civic engagement, as well as support safety, health, and welfare, aligning with the City's mission.
- d. Appeals: The applicant may submit a written appeal (letter or email) directly to the City Manager within ten (10) calendar days of the fee waiver denial.

## **20. CONTINUAL USE FEE WAIVERS**

1. Organizations may utilize City parks and facilities for continual use if specific criteria are met. Organizations must meet eligibility requirements and the continual use of City parks and facilities may be issued a reduced fee of Thirty Dollars (\$30.00) per day (fees subject to change), per use. The application period is renewed every twelve (12) months in January. Continual use may be revoked at any time for violations of this Policy. Organizations must meet the following criteria:
  - a. A non-profit organization or association must be headquartered in Santa Fe Springs, verified through their Tax Identification Number.
    - i. Such organizations shall be organized and exist in the City for a minimum of one year (1) prior to the start date of the first event.
    - ii. Schools located within the City of Santa Fe Springs or related organizations such as private schools within the City.
    - iii. The organization must have as their sole purpose to benefit the City or a particular City department or service.
2. The maximum time allowed for per day use is two (2) hours, including set-up and clean-up times.
3. An organization that provides Department approved community services may get the daily use fee waived. Prior approval of the community services project must be obtained in order to qualify.
4. Approval of the fee waiver does not relieve the applicant/organization of the obligations to comply with all other permit requirements, including but not limited to submitting a facility use application, credit card authorization form, liability insurance, health permits, ABC License, down payment, etc.

## **21. POLICY INTERPRETATION AND REVISION AUTHORITY**

1. The City Manager, or designee, retains the authority to interpret this policy and to make changes, revisions, or exceptions, as deemed necessary, provided that such modifications serve a demonstrable community benefit for the residents of Santa Fe Springs.