

City of Santa Clarita – Venue/Facility Rental Agreement for Use

A. GENERAL INFORMATION:

1. Agreement for Use, associated forms, and other required documents for facility rentals must be filed and all fees paid at time of application. All fees, including security deposit, can be paid by check, money order, credit card, or cash.
 2. Approved Agreement for Use and associated forms may not be transferred, assigned, or sublet.
 3. User groups must designate representative, an adult 18 years or older, to be present during any/all practices and/or conditioning time (s) at each City field/facility used. In addition, the applicant must verify all conditions are met and acceptable on the Agreement for Use and associated forms at the conclusion of the event, including cleanup.
 4. Vehicles must be park in designated parking spots. Only vehicles with handicapped parking permits may park in handicapped parking spaces. Violators will be cited and/or towed at the owner's expense.
 5. Driving, operating, or parking any motor vehicle within the City parks and/or facilities is prohibited, except in areas specifically designed as parking areas. In case of medical emergencies, only emergency vehicles will be allowed on the park for rescue purposes. Only vehicles with handicapped parking permits may park in handicapped parking spaces. Violators will be cited and/or towed at the owner's expense.
 6. Allocation of facilities will be the sole responsibility of the Recreation and Community Services Department. All City facility reservations must be made a minimum of 14 days and a maximum of 6 months in advance of event with payment, and will be reserved on a first-come, first-served basis.
 7. Field reservations must follow the City's Field Allocation Policy. Failure to abide by this Policy may result in loss of security deposit and/or cancellation of permit without a refund, and/or other action deemed appropriate by the Director of Recreation & Community Services.
 8. Groups of minors shall be supervised minimally by one adult for every 25 minors at all times when using any City facility.
 9. An Agreement for Use may be issued to applicants 18 years of age or older.
 10. In the case that two or more parties request the same date/time and location, priority will be given in the order as noted below. In the event of a tie, City staff will attempt to facilitate equitable distribution of the request among the requesting parties. City sponsored or co-sponsored, activities, and/or events take priority over each group classification. This includes City recreation programs and/or leagues. As such, community group classification is as follows:
 - Group A – Agencies with approved Facility Use Agreements (JUA or MOU) with the City of Santa Clarita
 - Group B – Local Non-Profit Youth Organizations with a 501(c)3 or 501(c)4 status* comprised of at least 75% residents of the City of Santa Clarita.
 - Group C – Local Non-Profit Youth Organizations with a 501(c)3 or 501(c)4 status* comprised of less than 75% residents of the City of Santa Clarita.
 - Group D – Local Non-Profit public or private school with a 501(c)3 or 501(c)4 status* comprised of at least 75% residents of the City of Santa Clarita.
 - Group E – Any group not listed above will be offered field time based on availability after the allocation process.
- * Proof of Non-Profit status – 501(c)3 or 501(c)4 required

11. Denial of Agreement for Use may be made by the Department on the basis of the following reasons:
 - a) The facility is incapable of accommodating the proposed activity for the number of people involved.
 - b) The applicant has failed to comply with all the conditions required for the event, or with the facility usage policies, procedures, and/or regulations.
 - c) Falsification or omission of information provided to the City of Santa Clarita regarding this reservation.
 - d) The nature of the activity may endanger the participants, facility, equipment, or staff.
 - e) Or based on any substantive reason(s), as determined by the City.
12. All groups and individuals using City facilities must comply with City, County, State, and Federal laws. Failure to abide by these laws or established Recreation and Community Services Department policies, regulations, and use procedures shall result in the loss of an Agreement for Use and forfeiture of all fees and deposits.
13. When applying for a permit, maximum group size may be instituted, or a request may be denied due to maximum occupancy limits of facilities and fields, as well as parking availability. Exceeding occupancy limits can result in termination of issued permit and/or security deposit.
14. Changes, alterations, or defacement of property in any facility, or to its furnishings, or equipment will not be permitted. Any person or group causing damage to property or equipment will be required to pay for current cost of repair or replacement including labor to restore furnishings or equipment to its original condition. Until full payment for damage is received, the City shall have the right to deny future applications without any stated cause.
15. For events open to the public that offer food or items for sale, a current Sellers Permit and/or Los Angeles County Health Permit is required. Proof of permit(s) are required two (2) weeks prior to the event.
16. All exhibits, shows, and public gatherings must comply with the minimum safety requirements established by the Los Angeles County Fire Department. Proof of compliance must be provided two (2) weeks prior to event.
17. Storage of property is not permitted.
18. Use of generators, amplified sound, pop-up canopies, etc. must be approved at time of agreement and must meet all City requirements.
19. Picnic reservations may not begin before 8:00 a.m. and must end by 10:00 p.m.
20. Alcohol, smoking, vaping, marijuana, or tobacco use is prohibited at all City locations.
21. Animals at the park:
 - a) A person may only bring and maintain in any park, a dog or cat, if such dog or cat is kept on a leash or chain with a length not to exceed 6 feet and under full control of its owner (14.06.100).
 - b) Animals are not permitted in any indoor amenity, swimming pool, or skate park. This section does not apply to service animals (14.06.090).
22. Possession of firearms and/or weapons is strictly prohibited.
23. Weekend field reservations may not begin before 8:00 a.m. and must terminate by dusk. Weekday field reservations may not begin before 11:00 a.m. due to field maintenance and must terminate by dusk.
24. Metal cleats are not allowed.
25. Lining of City fields with chalk or paint is not permitted without permission granted by the City.
26. Burning lines on any City parks and/or fields is not permitted.

27. No park or open space area may be used for any commercial use or enterprise in any form unless the City is directly involved as a co-sponsor of an event or project or the City Manager has authorized such commercial enterprise in writing with a permit (14.06.160).
28. At the conclusion of the event, applicant must leave the park/facility quickly, quietly, clean, and clear of debris.
29. During inclement weather, the City Park's staff will assess the playability of all City owned fields to determine if use will occur. Closure of the fields will be determined by 2:00 p.m. Monday through Friday, and 7:00 a.m. on Saturdays and Sundays and posted on the City's website at: www.santa-clarita.com/fieldconditions.
30. Advertising materials, flyers, or other promotional materials are prohibited unless prior approval from the Director of Recreation and Community Services is given.
31. Applicant and City of Santa Clarita agree that this agreement may be transmitted and signed by electronic mail by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with Government Code Section 16.5 and Civil Code Section 1633.7.

I have read and acknowledge the Section A pertaining to general information _____

B. FEES/DEPOSITS/CHANGES/CANCELLATIONS/REFUNDS:

1. Fees and security deposits will be assessed for all events and/or rentals as set forth by the City Council in the current City of Santa Clarita Schedule of Fees and Charges.
2. A security deposit and fees are required for all events and/or rentals and must be paid when submitting the signed application in order to reserve a facility. The deposit is refundable only after the event is complete, and no outstanding fees are due or repairs are required.
3. Incomplete or inaccurate information provided by the applicant on the contract may result in cancellation of the event and forfeiture of all fees, including security deposit.
4. Cancellation or amendments of an Agreement for Use must be received in writing. The following fees will apply:
 - a) Cancellations received 14 days or more prior to event date will be assessed an administrative fee + 50% of fees paid after permit is issued.
 - b) Cancellations received less than 14 days prior to event date will forfeit all rental fees with the exception of the security deposit.
 - c) Changes requiring a contract amendment will incur an additional fee per amendment request.
5. Forfeiture of all fees including security deposit, will result if any of the following occurs:
 - a) Facility damage beyond normal use.
 - b) Excessive maintenance is required following use.
 - c) Any act by the applicant and/or applicant's group requiring police action.
 - d) Cancellation of an event in progress due to violation of City policies, rules, or regulations governing such usage.
 - e) Deviation from the parameters listed in the issued permit.
6. The City reserves the right to cancel or suspend at any time the Agreement for Use for emergency situations or when deemed necessary for the safety and best interest of the customers, the City of Santa Clarita, and all concerned.
7. Refunds will be processed as follows:
 - a) If payment was made by credit card, the refund will be credited back to that same credit card only.

- b) If payment was made by cash or check, a refund check will be requested. Checks are mailed out approximately 4 weeks after the request has been submitted.

I have read and acknowledge Section B pertaining to fees/deposits/changes/cancellations/refunds _____

C. INSURANCE / LIABILITY:

1. Applicants are required to have a Certificate of Insurance and Additional Insured Endorsement from a reputable insurance agent. The City of Santa Clarita, its officers, employees, and volunteers must be listed as additionally insured. Policy limits shall be a minimum of \$1,000,000 combined single limits unless otherwise required by the City. Certificate Holder address must read as follows; City of Santa Clarita, 23920 Valencia Blvd, Santa Clarita, CA 91355.

Certificate of Insurance and Additional Insured Endorsement are due four (4) weeks prior to the event. All necessary insurance documents must be approved by City Recreation and Community Services staff unless otherwise approved by the City Risk Manager. If elements of the insurance are missing the City reserves the right to cancel or suspend the reservation in accordance with this agreement.

2. Please contact City staff regarding insurance resources if needed. If applicant will be bringing any vendors or third-party contractors/subcontractors on site (ex. DJs, bands, caterers, performers, etc.), Applicant accepts full responsibility for their actions and will indemnify the City as stated in Section G of this agreement.
3. All individuals, groups, and organizations shall agree to hold the City of Santa Clarita, its elective and appointed boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damages and claims for personal injury including death, as well as from claims for property damage which might arise from the use of City facilities and/or furnishings.
4. The City is not liable for lost or stolen items and for any items delivered prior to, or left after an event.
5. Please review section N: WAIVER for indemnity information.

I have read and acknowledge Section C pertaining to insurance/liability _____

D. FACILITY SETUP / CLEANUP:

1. All setup and cleanup are the responsibility of the applicant. Applicant must return facility to its original condition, including cleaning up, removing all decorations, and properly disposing of all trash into trash receptacle.
2. Setup and cleanup time must be included in the rental time.
3. Furniture specified and designated for specific rooms and/or facilities may not be removed and relocated to another room or facility.
4. Moving, rearranging, altering, or removing any City equipment is strictly prohibited.
5. The applicant's property, supplies, trash, and equipment must be removed from the Facility within one hour following event.
6. City staff will be responsible for unlocking and securing the facility after use.

I have read and acknowledge Section D pertaining to room Setup/Cleanup _____

E. FOOD SERVICE / CATERERS:

1. The applicant's caterer (if applicable) must provide proof of their current Business License, insurance and a Los Angeles County Health Permit as required by the City two weeks prior to scheduled event for a public event.

I have read and acknowledge Section E pertaining to food service/caterers _____

F. DECORATIONS:

1. Any use of colored powders or liquids is prohibited at all City parks and facilities.
2. Decorations made of flame-resistant materials are allowed and must be approved prior to event date.
3. No decorations and/or objects are to be suspended, attached, or affixed to ceilings, walls, window blinds, draperies, room dividers, or doors. No tacks, pins, or staples are to be used on facility property or furnishings. Renters are required to use painter's tape to hang wall decorations.
4. Helium balloons must be secured and not released. Forfeiture of damage deposit will be assessed if any balloons are released.
5. Open flames of any kind are prohibited for indoor events (i.e., candles, barbecues, fireworks, etc).
6. The use of fog/smoke machines, bubbles, rice, confetti, birdseed, or other granular substances is strictly prohibited.
7. All decorations must be removed from the facility within one hour following the event. Applicant is responsible for any damage resulting in use or removal of decorations.

I have read and acknowledge Section F pertaining to decorations _____

G. GAS GENERATORS

1. Generators must be placed in a location in which the public cannot be harmed by the fumes or hot exhaust. The generator must not interfere with other patrons using the park.
2. All gasoline must be transported and stored in an approved gas safety can. An ABC Fire Extinguisher must be placed near the gas generator.

I have read and acknowledged the Section G pertaining to gas generators _____

H. ELECTRICITY:

1. Renters must supply a list of items that will need electricity for indoor and outdoor areas.
2. Renters must supply any needed electrical cords. Electrical cords must be of high quality and free of defects.
3. All exposed cords must be covered with a mat or duct tape.
4. No electrical cords may run through areas where puddles or wet grass exist. Electricity must be shut off if it rains or drizzles for outdoor events.

I have read and acknowledge Section H pertaining to electricity _____

I. BARBECUES:

1. Fire and personal portable barbecues are prohibited. (14.06.210)
2. Large trailer barbecues must be approved by the Facility Reservation office and are only allowed in specified parks in designated areas.

I have read and acknowledge Section I pertaining to grills and barbecues_____

J. CONCESSION STANDS:

1. A person shall not sell, or offer for sale, any goods, merchandise, liquids, or edibles for human consumption, in any park, except for those requesting use of a concession stand building or upon written authorization from the Director of Recreation and Community Services. Users must provide a copy of their health permit two (2) weeks prior to their scheduled event.

I have read and acknowledged the Section J pertaining to concession stands_____

K. MUNICIPAL CODE:

1. By initialing and signing this form, customer agrees to all rules and regulations stated in the municipal code. For the complete municipal code go to: www.santa-clarita.com/municipalcode.

I have read and acknowledged the Section K pertaining to the municipal code_____

L. FIELD ALLOCATIONS AND POLICIES:

1. Applicant has read the field allocation and use policies and agrees to abide by and enforce the same.
2. Applicant also agrees to abide by all rules, regulations, laws or statutes which apply to this field allocation which have been or may be established by the City, County, State, or Federal governments.

I have read and acknowledged the Section L pertaining to field allocations and policies_____

N. WAIVER:

1. I hereby certify that I have read and will abide by all rules and regulations of the City of Santa Clarita. As a duly authorized representative of the sponsoring organization or individual, and on behalf of sponsoring organization or individual, I agree to defend and to hold harmless the City of Santa Clarita, together with its officers and employees 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 Applicant, including third-party vendors, subcontractors, sponsoring organization, or individual, its agents or employees, 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 Applicant's use or occupancy of the facility and adjoining property, applicant 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. Applicant 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 Applicant's use or occupancy of facility and adjoining property, even if City, its officers, employees, or agents seek recovery against applicant. This provision does not apply to claims or damages caused by the City's sole negligence, gross negligence, or willful misconduct.
3. Applicant 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. Applicant shall not charge results of "acts of God" to City, its officers, employees, or agents.
4. Applicant 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 Applicant's use or occupancy of facility and adjoining property to City in writing and as soon as practicable, but in no event not less than 72 hours after occurrence.
5. I hereby give permission to the City of Santa Clarita to take photographs and to use me or my guests' photographs as they see fit in their seasonal recreational brochure. I understand the photograph belongs to the City of Santa Clarita, and I/we will not receive payment of any kind. I understand that any violations of the alcohol policy nullify this agreement.

I have read and understood the above rules and regulations and agree that my group and I will comply with the aforementioned conditions.

Applicant Signature:

Date Signed:

Applicant Name:

Title:

Form of Payment

Please note if paying by Cash or Check/Money Order, you must schedule an appointment with the Reservation office at reservation@santa-clarita.com to make your payment. Checks payable to City of Santa Clarita.

☐ Cash	☐ Credit Card	☐ Check/Money Order	Check #:
☐ Visa	☐ MasterCard	☐ AMEX	☐ Discover
☐ Credit on account		☐ Online payment	
Exp. Date:		Security Code:	
Credit Card #:			
Name as it appears on Credit Card:			
Signature of Card Holder:			
By checking this box, you agree to all the terms above and agree to pay all fees via credit card: ☐			