

Facility Reservation Terms and Conditions

The following reservation rules and conditions are provided to assist you in planning your event at the Fullerton Community Center. Please read the facility reservation terms and conditions carefully and sign in the appropriate space. By signing this document, you, the undersigned, agree to comply with all terms and conditions. It is essential for you to ensure that your contracted vendors are made aware of these terms and conditions. The undersigned will be financially responsible that the contracted vendors follow these guidelines. If there are any questions, please contact the Facility Rental Team at 714-738-6575.

1. Rental fees are charged according to the fee breakdown set forth in the resolution approved by the Fullerton City Council. The Fullerton Community Center can accept cash, credit/ debit cards, and **checks made payable to the City of Fullerton** as forms of payment.
2. Renter shall be financially responsible for personal injury or property damage arising from the use of the Center. As the undersigned host of the event, you agree that you assume full responsibility for the conduct of your guests and any damages, costs, or liabilities that result from your guests' conduct. If there is damage to the Center or equipment during the time rented, the user will be liable for any costs incurred associated with its repair or replacement beyond the collected deposit.
3. To reserve a facility, the applicant must contact the Community Center Rental Coordinator. In order to officially hold a date, the applicant must pay a **non-refundable fee** equal to 50% of the rental fees and sign a "Facility Rental Permit." The remaining non-refundable rental fees are due sixty (60) days prior to the event or at the time of drafting event rental documents. Refundable damage deposits are due thirty (30) days prior to the event, along with the signature of finalized event documents. Failure to pay in full will result in the cancellation of the reservation.
4. Insurance – The renter is required to provide, at their own expense, a valid and current certificate of liability insurance and evidence of liquor liability coverage, if applicable. The City of Fullerton must be listed as additionally insured. Additional information is outlined below in section V.
5. The renter shall provide the Parks & Recreation Rental Coordinator with a single contact who is to serve as the day of contact/representative for the permit holder's activities. The representative must be always present during the use, including set-up, during event/activities, and clean-up.
6. Renter must confine their event to the specified time and room location. Events exceeding the agreed-upon rental period will be assessed a fee equal to staff cost plus 100% of the hourly rental rate. The Rental time frame must be abided by to **include set-up and tear down within paid time frame**. Personal items such as décor, linens, etc. cannot be brought in prior to the rental time frame nor left after the rental time frame.
7. The **facility must be cleaned** and returned to the condition found at the beginning of usage. Renters are not permitted to use nails, hooks, tacks, screws, poles, stakes, or other forms of fasteners into any part of the facility. The only tape allowed on the walls is painter's tape. If the renter fails to return the facility to the condition found at the beginning of usage, the actual cost of cleaning will be deducted from the facility damage deposit. If the cost exceeds the damage deposit amount, the balance of the cost will be billed to the user.
8. All **event activities and amplified music must end 1 hour prior** to the time noted on the contract to allocate time for guest departure, tear down, clean-up, and check-out. The standard weekend time blocks require event activities to end by 11 pm and clean-up completed by 12 midnight. Event time may be extended for an additional fee in the Grand Hall to allow for event activities ending by 12 midnight with all users out of the Center no later than 1 am.
9. **No smoking** is allowed inside the Center, patio, or within 20 feet of the building. It is the renter's

responsibility to enforce this rule. Failure to comply will result in forfeiture of the deposit.

10. Security Services – The City reserves the right to require security guard services at any activity held in the facility and adjoining courtyard. Security services will be arranged for by the City at the renter's expense. Information regarding charges for security guard services will be provided at the time of facility booking.
11. Facility use permits may be revoked due to any violation of regulations. Permits shall not be transferred, assigned, or sublet.
12. Reservations may be revoked whenever the use of the facility may interfere with any emergency requirements of the City, such as urgent maintenance or construction required to meet public health and safety standards or when a facility is needed for any emergency or disaster-related purpose declared by the City.
13. Renter waives any rights of recovery against the City of Fullerton its elected or appointed officials, officers, employees, and volunteers for fires, floods, earthquakes, civil disturbances, epidemics, quarantine, any other public health restrictions, and other causes beyond the City's control. Renter shall not charge results of "acts of God" to the City of Fullerton its elected or appointed officials, officers, employees, and volunteers. In the event that any of the above events happen, you may have the option of receiving a full refund of your deposit or re-scheduling your event on the first available date that is mutually convenient.
14. **Candles and all other open flames are not permitted. Any usage of candles or open flames requires a Fire Permit issued by the Fullerton Fire Department.**
15. No helium balloons as decor are permitted in the Grand Hall for any event rental.

I. Cancellation Policy

- A. **Renters** wishing to cancel a reservation must do so in writing.
- B. **All rental deposits are non-refundable or non-transferable.** Cancellation of a facility rental at any time will forfeit all payments paid up to the point of cancellation. If a cancellation occurs within 30 days of the rental, the renter agrees to pay the full amount of the non-refundable fees.

II. Use of Amplified Music Policy

The City of Fullerton will allow amplified music only under controlled circumstances. The intended use of the Center does not include use as a dance or concert hall. Amplified music is limited to wedding receptions, anniversary parties, community-based fund-raising events, and approved special events. The following rules will be strictly enforced:

- A. Music must be kept at a reasonable volume as determined by City staff.
- B. All amplified music must be turned off with a minimum of one hour prior to the event end time indicated on the Facility Rental Permit to allow for guest departure and cleanup time.
- C. A refundable deposit of \$250 is required. Failure to comply with any of the above rules will result in forfeiture of the deposit.

III. Use of Alcohol Policy

Facility Rentals
(714) 738-6575
340 W. Commonwealth Ave.
Fullerton, CA 92832



The City of Fullerton will allow the use of alcohol only under controlled circumstances. The use of alcohol is intended for private groups and individuals renting the facility. The following regulations will be strictly enforced:

- A. Alcohol may be used only with advance written permission and must be requested when the facility use application is made and noted on the event rental permit.
- B. The service of alcohol is limited to a maximum of six (6) hours and must be served by an approved caterer or certified bartender.**
- C. Service of alcohol strictly prohibits any glass bottles be served to guests at any event on Fullerton Community Center property.
- D. Security guards or sworn security officers are required, at the renter's expense, during the entire rental time whenever alcohol is sold or served and during clean up. The number of officers will be determined by event type, expected attendance, and other factors.
- E. Renter will be held responsible for any damages resulting from a function and shall incur all costs of damages to equipment or the facility. All costs will first be deducted from the refundable alcohol damage deposit and then billed to the renter beyond the costs of the collected deposit.
- F. Renter will remove all beverage containers, empty or full, from the premises immediately following the approved function. Failure to comply will result in forfeiture of the deposit. Alcohol shall not be left unattended in the facility at any time or left for public access.
- G. Renter is responsible for obtaining all necessary State of California beverage control licenses to allow the legal service and sale of alcoholic beverages. Under no circumstance is a person without a bartender certification allowed to serve alcoholic beverages.
- H. No alcohol shall be sold, served, or consumed at events designed for persons under 21 years of age or at youth-oriented events. The service of alcohol is restricted to intended guests.
- I. All alcoholic beverages are required to be sold, served, and consumed inside the reserved Grand Hall or Courtyard. Alcohol possession or consumption is prohibited in hallways, restrooms, parking lots, and surrounding park property.
- J. A current certificate of insurance is required with acceptable evidence of Liquor Liability coverage with a one million dollars (\$1,000,000) liability limit naming the City of Fullerton as additional insured is required at the Renter's expense.
- K. All events with alcohol on the property require a refundable deposit of \$250. Failure to comply with any of the above rules will result in forfeiture of the deposit.

IV. Kitchen Rental/Caterer Policy

The community center is equipped with a commercial preparation kitchen. The kitchen may be used only with advance written permission. Renter must use caterers that are properly licensed and insured. Kitchen fees will apply.

- A. A current business license and certificate of insurance with acceptable evidence coverage with a one million dollar (\$1,000,000) liability limit naming the City of Fullerton as additional insured is required at the expense of the renter/caterer. A copy of this must be on file at the Event Center prior to using the facility.
- B. The Renter will be financially responsible if their caterer does not follow the rules and regulations outlined in this agreement.

- C. Homemade food of any kind is strictly prohibited at the Community Center. All events not using the kitchen facility will require receipts from the licensed caterer or restaurant providing the food, which indicates the food was prepared at an off-site commercial kitchen.
- D. No on-site cooking is allowed in the kitchen. Only on-site cooking is permitted in a designated parking spot outside of the community center. On-site cooking is an additional fee, and renter will be required to have a fire permit from the Fullerton Fire Department. If on-site cooking will not be taking place, all food must be cooked/ prepared before arriving to the venue.
- E. All trash/waste must be placed in the proper trash receptacles. This includes the disposal of cooking oils, food waste, all trash and cleaning chemicals. The facility must be left in the condition it was given to the renter. It is the renter's/caterer's responsibility to bring in own cleaning supplies.
- F. Kitchen usage is limited to certain equipment and will be outlined during the event check-in process.

V. Insurance and Security Requirements

- A. Appropriate insurance is required of facility users and be in compliance with current requirements established by the City of Fullerton Risk Management Division.
- B. The requesting agency or person shall procure and maintain general liability insurance in a **minimum amount of \$1,000,000 (one million dollars)** per occurrence. Such insurance shall indemnify **"The City of Fullerton its elected or appointed officials, officers, employees, and volunteers"** against and will hold the same harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities which may be asserted or claimed by any person, firm, entity, corporation, or other organization arising out of or in connection with the use of City facilities by said requesting agency or person, except those occurrences arising from the sole negligence or willful misconduct of the City of Fullerton, its officers, officials, agents, or employees. Primary and non-contributory insurance endorsements are required as well.
- C. Renter shall file certificates of such insurance with the City of Fullerton which shall be endorsed to provide thirty (30) days notice to the City of Fullerton of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of Fullerton may deny access to the Facility.
- D. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City of Fullerton's facilities and adjoining property to the Director of Parks and Recreation or his/her designee, in writing and as soon as practicable.
- E. Specifically at dances but at other occasions as well, if the Director of Parks and Recreation or the Chief of Police consider it necessary, the assignment of one or more licensed or sworn security officers may be required. The cost of any security officers and/or the cost of the City providing other personnel necessary to the occurrence of the event shall be borne by the group or individual sponsoring the activity.

The City employee in charge of any facility is authorized to enter any room at any time in the performance of his/her duties. In the use of any facility, individuals and groups shall be subject to the direction of the City employee in charge of the facility.

Printed Name of Facility Renter

Signature of Facility Renter

Date

Please sign and return to:
Fullerton Community Center
Attn: Rental Coordinator
340 W. Commonwealth Ave.
Fullerton, CA 92832

