

# City of Laguna Beach Facility Reservations FY 22/23

## Council Chambers

Submit completed application to [bwilson@lagunabeachcity.net](mailto:bwilson@lagunabeachcity.net)

### Policy Statement:

The Laguna Beach City Council Chambers are available for meetings, presentations, and trainings. Room rentals are not permitted for fee-based classes or programs, parties, meals, receptions, fundraising events, business, or sales purposes. Alcohol is prohibited.

### Facility Reservation Procedures

1. Applications to use these City facilities must be made on forms provided by the City Manager's office. Applicants must provide all information as may be required to ensure compliance with the requirements and regulations of this agreement.
2. Applicants acknowledge that the City does not assume liability for any bodily injury or loss or damage of personal property. Required insurance documentation includes a Certificate of Insurance (COI) listing at least \$1 million in general liability with an aggregate amount of \$2 million, and endorsement naming the City of Laguna Beach as an additional insured. The endorsement is a separate document from the COI. A statement in the Description box on the main COI is not sufficient.
3. **Workers Compensation:** If required, applicants must furnish to the of the City, evidence of Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy that arise from applicant's rental use of the subject facility.
4. Rental facilities are determined to be available based on space, staff availability and when City programs and meetings are scheduled.
5. Approval or denial of a reservation request will be provided within seven business days of receipt of a completed application. Facility reservations are confirmed when fees and security deposits are paid in full, all required documentation is received by City staff and the Facility Use Agreement has been signed by the City and the applicant.
6. Reservations for use of facilities may be requested according to the City's available reservation dates but no later than three weeks prior to the event date. Open reservations dates are as follows:
  - January, February & March...**Starts December 1
  - April, May & June...**Starts March 1
  - July, August & September...**Starts June 1
  - October, November & December...**Starts September 1
7. An approved rental application shall not be transferred, assigned, or sublet. All contracts will be issued for specific facilities and for specific hours and the premises must be vacated as scheduled.
8. The reservation request and rental agreement must be completed and signed by an adult age 21 or older who will attend, supervise and be responsible for the entire event. Proof of residency is required at the time of application in order to receive the resident rate. Proof of non-profit status is required at the time of application in order to receive the non-profit rate.

### Fees, Deposits and Cancellation Procedures

Fees are charged for the use of City facilities and are established and periodically adjusted and approved by the City Council. Fees are imposed to cover facility overhead, maintenance & replacement costs and for application processing, scheduling and staffing.

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1. All fees and the security deposit along with Certificate of Liability Insurance and any other required documentation must be received at time of application submittal. Security deposit should be given in a separate check (checks are made payable to the City of Laguna Beach).
2. All facility fees are per hour. Staff may determine that additional City services are required in conjunction with some types of activities. These services (e.g. police services, staff supervision, cleaning services) will be at applicant's expense.
3. The City has the right of first refusal for any rental and the power to cancel a rental agreement if the facility is needed for an official function.
4. A security deposit is required for all room rentals. All or a portion of the deposit may be retained by the City Manager's Office after inspection of the facility by City staff.
5. A separate additional cleaning fee will be charged if deemed applicable.
6. Upon written notice of cancellation, refunds will be issued on the following basis: 60+ days = 100% refund, 30-59 days = 50% refund, 0-29 days, all fees will be forfeited. In event of cancellation by the City, notice will be given as far in advance of the scheduled use as possible.

### Event Supervision

1. City employees will be assigned to rental activities and shall have complete authority over the facility, all equipment, participants and activities, including the authority to request changes to an activities or cessation of activities.
2. The applicant must be present during the entire rental period.

### Available Equipment & Set-up

1. Rental of facilities includes table and chairs.
2. Staff is not permitted to move any equipment supplied by applicant.
3. Due to limited space, storage of any equipment will not be permitted.
4. Applicant may not bring in any equipment that is not easily carried or rolled into the facility.

### Food and Beverages

No food or beverages are permitted in the Council Chambers.

### Use of Expandable Polystyrene

The use and distribution of expandable polystyrene and single-use plastic food service products is prohibited and will result in the loss of applicant's security deposit.

### Alcohol Regulations

Alcohol is not permitted.

### Music and Decorations

Decorations and amplified music are not permitted.

### Smoking

City Ordinance 1624 prohibits smoking in all public buildings and places, such as sidewalks, streets, and alleys as well as common areas of multi-unit residences, including laundry rooms, play areas, and pools. The ordinance is aimed at all types of smoking products, including tobacco, e-cigarettes, vaporizers, and marijuana.

### Sales of Services and Goods

Goods and services may not be sold as part of the use of the facility rental.

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### Parking

There is no reserved or designated parking available.

### Facility Clean-up Procedures

All equipment must be removed at the end of the event. All trash must be placed in appropriate containers as designated by City staff. Counter tops, tables and chairs must be cleared and thoroughly cleaned. Food, beverages or any other items brought by the applicant may not be left in the facility.

**Indemnification Agreement:** In consideration for being granted facility rental use, and to the full extent permitted by law, the undersigned agrees to defend, indemnify, and hold free and harmless the City of Laguna Beach, its elected officials, officers, employees, and agents, with respect to any and all liabilities, claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including the payment of actual attorney's fees, court costs and any and all other costs of defense, incurred as a consequence of, arising out of, or in any way attributable to, the rental agreement. The undersigned hereby represents that s/he has read and fully understands that by signing this Agreement, important legal rights are being waived and legal obligations are being assumed. If signing as a representative, the undersigned further represents that s/he is fully authorized to enter into this rental agreement on behalf of each and every person, group, business and/or organization to which the facility reservation and rental is being issued. \_\_\_\_\_INITIALS

**COVID-19 Release:** I acknowledge that the novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization as well as a State of California, County of Orange and City of Laguna Beach public health emergency. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The City cannot guarantee that attendees will not become infected with COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I or my guests may be exposed to or infected by COVID-19 by participating in the Activity. To the best of my knowledge neither I nor my guests has (have) any physical or medical condition that would prevent me (us) from participating in the Activity. I warrant that I and my guests do (does) not have any symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, or muscle or body aches; or have a suspected or confirmed diagnosis of COVID-19. I and my guests agree(s) to comply with all rules related to the facility rental, including, without limitation, policies related to face coverings, social distancing and personal hygiene to help prevent the transmission of COVID-19. If I or my guests observe any unusual or significant hazard during my (our) participation in the Activity, I or my guests will stop participating and immediately notify the nearest City official. \_\_\_\_\_INITIALS

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I have read the Facility Use Agreement in its entirety and understands the policies and conditions governing the use of City facilities and that non-compliance may result in the cancellation of this reservations and or non-return of security deposit fees. This application, once completed, signed and approved constitutes a binding rental agreement between the applicant and the City of Laguna Beach. If destruction of City property occurs, applicant shall assume full financial responsibility and/or be denied further use of facilities.

\_\_\_\_\_ INITIALS

Print Applicant Name: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Event Coordinator Name, if different:

\_\_\_\_\_

Signature of Event Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

**Department Approval**

Signature of CM Office Staff: \_\_\_\_\_ Date: \_\_\_\_\_

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Applicant: (Applicant must be 21 years of age)		Date:
Event Contact (if different than applicant)		Phone:
Address:	City:	Zip:
Non-profit status (if applicable):	Phone:	E-Mail:
Name of Organization, if applicable:		
Address of Organization:	City:	Zip:
<b>Group Category Definitions:</b> Resident or Non-resident #1. Non-profit #2. Private Citizen #3. Commercial Organization  Please indicate resident or non-resident status & group category below: <input type="checkbox"/> Resident <input type="checkbox"/> Non-resident    Group category _____		Organization Phone:  Organization E-Mail:
Facility Requested:		
Date Requested:	Event Time (required): From: _____ To: _____	
Second or Alternate Date Requested:	Set-up: From: _____ To: _____	Clean-up time: From: _____ To: _____
Type of Activity: (Please provide detailed description of the proposed meeting):		
Room Set-ups: Please contact staff at least two day prior to meeting to discuss room set-ups.		
Audio Visual Equipment Needed: Projector: _____ Internet: _____	Number of Expected Attendees: _____ # of Adults _____ # of Children _____ Maximum capacity = 104 persons	

This application must be submitted in accordance with the policies and conditions as outlined on the Facility Use Agreement that have been established by the City of Laguna Beach. All reservation forms must be signed and returned along with fees and deposits at least three weeks prior to the requested date (for consideration or approval). Submittal of reservation application does not constitute approval. A copy will be returned to applicant indicating approval or denial.

Rental Fee:	Liability Insurance:	Verification of Non-Profit Status:
Security Deposit:	Workers Compensation:	Policies & Conditions Agreement:
Staff Fee:	Additional Fees:	

## Fee Schedule: All rates are per hour

### Group Categories

Resident or Non-Resident:

- #1. Non-profit
- #2. Private Citizen
- #3. Commercial Organization

### Council Chamber Fees:

		Resident	Non-Resident
Group	#1	\$60	\$80
Group	#2	\$80	\$105
Group #3		\$105	\$140

### Security Deposit:

All rentals require a \$200 deposit, per event. Deposit by check must be made payable to "City of Laguna Beach." Renters may opt to leave a security deposit on account for future rentals. Credit card payments are also accepted for all fees and for security deposits on account.

### Additional Fees:

Extra Staff, groups of 50+ (City will determine number of staff required)	\$17 per hour
Video Recording (2 staff members required)	\$85 per hour