



# **Community Services Department**

## **Facility Use and Rental Guidelines**

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## **I Operational Policy Statement**

- 1.1 The purpose of this Facility Use & Rental Guidelines document is to ensure that the use of City facilities is granted in a fair and equitable manner for meetings, activities, and events, which are recreational, social, and/or civic in nature, offering services of interest and need to the community. Fees charged for the use of City facilities are intended to partially recoup ongoing maintenance and operational costs of the facility. The City Manager has the discretion to make operational policy changes, in addition to updates to the City's User Fee Schedule.
- 1.2 Staff shall be responsible for enforcement of all policies, rules, and regulations established in these guidelines. In addition, Staff shall have the authority to deny or terminate the use of the facility if a determination is made that the use does not conform to the requirements of these Facility Use & Rental Guidelines and/or may cause damage to the facility.
- 1.3 Staff shall oversee and supervise all events at City facilities for the safety and wellbeing of the public and facility. Staff shall be responsible for and have complete authority over the facility being used, all equipment, participants, activities, alcohol service, and any security firm(s) on site per the terms of these guidelines. Staff shall have authority to request changes in activities or cessation of activities. Users must comply with staff requests and instructions.

## **2 Facilities**

- 2.1 These guidelines apply to the following City facilities and all associated rooms:
  - 2.1.1 San Marino Community Center (Monday – Thursday 7 AM – 9 PM, Friday 7 AM – 10 PM, Saturday 11 AM – 10 PM, Sunday 11 AM – 5 PM; hours may vary.)
  - 2.1.2 Crowell Public Library (Monday – Thursday 10 AM – 9 PM\*, Friday – Saturday 10 AM – 5 PM, Sunday 1 PM – 5 PM; hours may vary.)
    - 2.1.2.1 \*Starting June 3, 2024, the Library will close at 8 PM Monday through Thursday.
- 2.2 Use of City facilities is subject to the maximum room and facility capacities.
- 2.3 Facility Closures:
  - 2.3.1 No rentals will be booked on holidays, or observed holidays. For purposes of these guidelines, holidays include: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, or New Year's Eve.

### 3 Definition of Terms

- 3.1 "Applicant" means an individual or group, which submits a completed City of San Marino Facility Use Application and required deposit to use our facilities pursuant to the terms of these Facility Use & Rental Guidelines. The date requested by the applicant will be held provided that all terms and conditions of these guidelines are met.
- 3.2 "Application" means a request for use of the facility or some portion thereof.
- 3.3 "Contract" means a confirmed reservation to use the facility or some portion thereof pursuant to the terms of these guidelines.
- 3.4 "City" means the City of San Marino, acting through its officials, representatives, agents, and employees.
- 3.5 "Confirmed Reservation" means a reservation issued by the City upon approval of a Facility Use Application for use of the facility or some portion thereof by an applicant, after all requirements of the Facility Use & Rental Guidelines are met.
- 3.6 "San Marino Not-for-Profit Groups" means an organization that has a minimum membership of 51% San Marino residents, business owners, or employees (e.g. Boy Scouts, Girl Scouts, Little League, Rotary Club, etc.). A verified membership roster and the Articles of Incorporation indicating status as a San Marino based non-profit (for example: 501 (C) (3) organization) shall be submitted as a condition of an organization receiving classification in this group.
- 3.7 "Inquiry" means when an individual or representative of a group seeks information about available dates for possible use by that individual or group. An available date cannot be held for possible use by making an inquiry.
- 3.8 "Local School District" means San Marino Unified School District.
- 3.9 "Other Governmental agencies" means government agencies other than the City of San Marino, which provide service to the San Marino community (e.g. County of Los Angeles agencies, districts, authorities, and elected officials).
- 3.10 "Community Services Director" means the administrative head of the San Marino Community Services Department or designee.
- 3.11 "User" means an individual or group that obtains a confirmed reservation to use a San Marino facility pursuant to the terms of these guidelines.
- 3.12 "Alcohol use" refers to any beverage that contains any amount of alcohol.
- 3.13 "Variance" refers to a request to deviate from one or more of the rules listed in this Facility Use & Rental Guidelines.

- 3.14 “Public Rental” refers to a facility use that is open to the general public.
- 3.15 “Private Rental” refers to a facility use by an independent group that is not open to the general public.

#### **4 Group Priority Ranking**

- 4.1 An individual or group seeking permission to utilize a San Marino facility will be classified in one of the following priority groups. These classifications are used to establish priority of use and the applicability and amount of the fee. The groups are as follows, in descending order of priority, with City sponsored activities and events taking first priority:
  - 4.1.1 **Group A** - Activities conducted by San Marino Community Groups and San Marino Not-for-Profit organizations.
  - 4.1.2 **Group B** – Activities conducted by San Marino residents and San Marino businesses.
  - 4.1.3 **Group C** - Activities conducted by non-residents and businesses / organizations based outside San Marino.

#### **5 Application & Contract Procedures**

- 5.1 Reservations
  - 5.1.1 Interested party submits a Facility Use Application, then schedules a rental appointment to finalize facility rental contract and pay applicable fees/deposits. Appointment must be made within five (5) business days of the inquiry.
  - 5.1.2 A completed Facility Use Application does not constitute or guarantee approval of a rental contract.
- 5.2 Advance Reservation Procedures and Lottery
  - 5.2.1 Reservations may be made no earlier than:
    - 5.2.1.1 **City Sponsored Activities and Events** - No limit.
    - 5.2.1.2 **Group A** - Up to twelve (12) months in advance.
    - 5.2.1.3 **Group B** - Up to twelve (12) months in advance.
    - 5.2.1.4 **Group C** - Up to ten (10) months in advance.
  - 5.2.2 Reservations will be taken on the first day of the month, for the

entire month, beginning at 8 AM. If the first day of the month falls on a holiday or a weekend, reservations will be taken on the next regular business day beginning at 8 AM. For example, if you are looking to book a room in April 2024, as a member of Group A or B, you could reserve the facility as soon as April 1, 2023. As a member of Group C, you could reserve the facility as soon as June 1, 2023.

- 5.2.3 In the event that two or more parties with the same priority ranking are interested in renting the same facility/room(s) for the same date, a lottery for the date will take place at the San Marino Community Center beginning at 9 AM on the first business day of the month. The lottery will run as follows: a staff member will allow one individual from each party to draw a number. The party with the lowest number after individuals from each party have drawn will have first choice of date (one date only) for the month in question. The next choice will go to next lowest number, and so on. Once all the available dates have been taken, the next lowest number, as well as the remaining numbers in order, will be placed on the wait list.

### 5.3 Application Procedures

- 5.3.1 All applicants must complete a City of San Marino Facility Use Application ("Application") and pay all applicable fees and deposits per the User Fee Schedule at the time of completing a facility contract. The applicant shall be classified and assigned a Group Priority Ranking in accordance with the definitions and priority rankings set forth in Section 4 of these guidelines.
- 5.3.2 The signatory of this contract must be an approved representative of 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. By signing the contract, the renter confirms he/she has the authority to sign this contract on behalf of renter.
- 5.3.3 All reservations are subject to the fees and deposits required per the City's User Fee Schedule. No reservation shall be confirmed until appropriate deposits are paid.
- 5.3.4 Reservations made less than sixty (60) days in advance of the event will be accepted only if the facility and required staffing elements are readily available. Additional fees may be required from service providers (e.g. security guards) when limited advance notice is provided. All applicable fees must be paid at time of completing a facility contract. Fees paid are subject to cancellation policy and

associated fees.

#### 5.4 Facility and Room(s) Allocation

5.4.1 Facility and room(s) allocation shall be the sole responsibility of City staff per the provisions of these guidelines. The City reserves the right to direct requests for rooms to other City facilities which are deemed more appropriate for the type of request, or deny requests if they are deemed inappropriate for the facility.

#### 5.5 Denial of Application

5.5.1 Use may be denied and the application rejected for the following reasons:

5.5.1.1 The facility is incapable of accommodating the proposed activity by reason of the nature of the activity or the number of people estimated to be in attendance.

5.5.1.2 The user has failed to demonstrate its ability to provide adequate assurances that the event is conducted in a safe manner.

5.5.1.3 The applicant has failed to agree to comply with all of the conditions of these Facility Use Guidelines.

5.5.1.4 The activity is likely to cause physical damage to the facility or its equipment.

5.5.1.5 Conditions for the issuance of a contract have not been fulfilled.

5.5.1.6 If it comes to the attention of the City that the applicant has or will violate any law or regulation relating to the rental of the City's facility or that the proposed use of the facility will violate any law or regulation.

5.5.1.7 Another event is already scheduled on the requested date.

5.5.1.8 The applicant previously used the facility and failed to comply with applicable rules or conditions, or due to damage or lack of cleaning, did not receive all of its cleaning deposit back.

5.5.1.9 The applicant has twice before cancelled a scheduled event in the facility without prior notice.

## 5.6 Contracts

- 5.6.1 Upon approval of an application, a contract will be issued authorizing the requested use of the facility. Requesting user must sign the contract and agree to all terms and conditions therein.
- 5.6.2 The Community Services Director or his/her designee may attach such conditions to the contract deemed necessary for the protection of the public health, safety, and welfare and the maintenance and operation of the facility.
- 5.6.3 Contract holder shall not transfer, assign, or sublet use of the reserved facility or apply for use on behalf of another person or organization. Contract holder must be present for event and sign in with facility staff. Failure to comply may result in forfeiture of fees and/or deposits.
- 5.6.4 If at any time prior to or during the scheduled event the contract holder is not in compliance with the policies and regulations stated in these guidelines or the conditions of the contract, and after notice of noncompliance, has failed or refused to comply (or compliance is no longer possible), the City, acting by and through the Community Services Director or his/her designee, may cancel the reservation or terminate the event. Under those circumstances, no deposits and/or fee(s) previously paid by the applicant shall be returned.
- 5.6.5 The City reserves the right to cancel a contract issued for any event or activity for its convenience. In the event of such a cancellation, notice shall be given as far in advance as possible and a full refund will be made. Every effort will be made to find a suitable alternative facility if cancellation by the City is necessary.

## 6 Payment & Fees

### 6.1 General

- 6.1.1 All contracts are subject to rental and cancellation fees and deposits established in the City's User Fee Schedule.
- 6.1.2 Rental fees can be paid by personal or business check, cashier's check, credit card, or cash.
- 6.1.3 The City reserves the right to require additional deposits at its discretion based on the proposed use.
- 6.1.4 Failure to comply with the payment procedure in these guidelines



may result in cancellation of event. Cancellation fees will apply.

## 6.2 Deposits

- 6.2.1 50% of room rental fees and the security deposit is due when the reservation contract is executed/signed and the application is approved. The remaining balance is due a minimum of 60 days prior to the event.
- 6.2.2 Reservations made 59 days or less prior to the event must be paid in full upon signing a contract.
- 6.2.3 In the event of damage, destruction, or defacement, the user shall be liable for all expenses required to repair, restore, or replace the facility's furnishings and/or equipment to its original condition. If damage is incurred, the user shall be required to pay the full cost of the necessary repairs, including damage that exceeds deposit amounts. If the cost to repair damage is less than the deposit amount, the balance of the deposit will be refunded.
- 6.2.4 All deposits shall be refunded if proper cleanup is completed and no damage is incurred as a result of the rental. This determination will be made by staff. Applicable deposit balances will be refunded within 2 to 4 weeks.

## 6.3 Friday, Weekend, and Holiday Rental Rates

- 6.3.1 Weekend rates apply to facility rentals beginning Friday and ending on Sunday.

## 7 Cancellation by User

- 7.1 All rentals shall adhere to the following cancellation/refund guidelines:
  - 7.1.1 If cancelled 180 days or more prior to the event, rental fees paid at signing will be fully refunded, minus a \$15 refund processing fee.
  - 7.1.2 If cancelled 90 to 179 days prior to the event, 25% of rental fees paid at signing will be forfeited, minus a \$15 refund processing fee.
  - 7.1.3 If cancelled 60-89 days prior to the event, 50% of rental fees paid at signing will be forfeited, minus a \$15 refund processing fee.
  - 7.1.4 If cancelled 0-59 days or less prior to the event, 100% of rental fees paid at signing will be forfeited.

- 7.2 Cancellation fees apply only to room rental fees. Fees paid for any deposits and / or ancillary fees will be refunded in full.
- 7.3 Reservations shall adhere to the following Change of Event Date requirements:
  - 7.3.1 Any reservation date change requested 59 days or less prior to the event will not be considered.
  - 7.3.2 All change of date requests/approvals are subject to facility availability.

## **8 Available Rooms**

### **8.1 San Marino Community Center**

- 8.1.1.1 Friday and Weekend use of Multi-Purpose Rooms (MPR) requires a minimum five (5) hour rental period. Rental time must include set-up and clean-up time.
- 8.1.1.2 Weekday use of rooms requires a minimum two (2) hour rental period. Rental time must include set-up and clean-up time.
- 8.1.1.3 Rental of entire San Marino Community Center includes foyer, catering kitchen, and patios.

### **8.1.2 Catering Kitchen and Food Service**

- 8.1.2.1 The San Marino Community Center Catering Kitchen is available for an additional fee. Use of the Catering Kitchen must be requested on the same Application that is submitted for room use. Fee for use of Catering Kitchen is stated on the User Fee Schedule. Kitchen equipment includes refrigerator/freezer (items must be removed after each scheduled use), microwave oven, warming ovens (6), coffee maker, ice machine, and sink.
- 8.1.2.2 All requests for use of the catering kitchen shall occur on a first-come, first-serve basis.
- 8.1.2.3 Homemade food and/or beverages are allowed in City facilities for private rentals only. For public rental, food services must be provided by a licensed caterer, restaurant,

or deli.

- 8.1.2.4 No cooking is allowed at City facilities. For purposes of these guidelines, cooking includes, but is not limited to, baking, barbequing, frying, grilling, etc. Use of outside areas for food heating or cooking is prohibited, with the exception of Public Health permitted food trucks.
- 8.1.2.5 For all catered services, a valid San Marino business license, a valid Public Health Department Permit and California Department of Tax and Fee Administration Seller's Permit must be submitted a minimum of 30 days before the event.
- 8.1.2.6 For all catered services, the caterer must list the City as an additional insured.
- 8.1.2.7 Injuries caused to any person as a result of use of Kitchen equipment, including but not limited to the refrigerator/freezer, microwave oven, warming ovens (6), coffee maker, ice machine, and sink, shall be the sole responsibility of the organization, its sponsor, or the adult representative, who, as a condition of signing the contract for the facility agree to indemnify the City for any such injuries.

### 8.1.3 Rehearsal

- 8.1.3.1 A rehearsal may be scheduled no more than twenty-one (21) days prior to a contracted event date.
- 8.1.3.2 One free hour of use of the facility shall be granted to the renter, provided that the rehearsal does not interfere with any occurring reservation and/or daily operations of the facility.
- 8.1.3.3 Should the renter request use more than 21 days in advance, and/or use for more than one hour of a rental room the appropriate fee schedule shall apply. Use for more than one hour is not available on the weekends in the facility.
- 8.1.3.4 Community Services Director has final authority to approve or deny a rehearsal date and time. Fees may be charged for use of City equipment during rehearsal time.

## 8.2 Crowell Public Library

8.2.1.1 Friday and Weekend use of any rental spaces in the Library requires a minimum five (5) hour rental period. Rental time must include set-up and clean-up time.

8.2.1.2 Weekday use of rental spaces requires a minimum two (2) hour rental period. Rental time must include set-up and clean-up time.

## 9 Security

9.1 The City reserves the right to require security whenever it deems it appropriate.

9.2 Security is required to be present at all events at which alcohol is served. Events with 200 or more guests that serve alcohol are required to have a minimum of two security guards. Event may be required to have additional security, as determined by staff. Security must be present ½ hour prior to the start of alcohol service through the end of the event (including clean-up hour).

9.3 Cost of security is the responsibility of the user and is payable to the City of San Marino at the rates established in the City's User Fee Schedule. Fees for security services will be provided to the applicant at the time of final payment. Overtime rates will apply when a security officer is requested to work over 8 hours per shift. Each hour thereafter will be billed at time and a half. All fees are subject to change.

## 10 Alcohol Use

10.1 Alcohol use is allowed at the San Marino Community Center and the Crowell Public Library exclusively by written permission of the City. All approved alcohol use must comply with applicable laws and the provisions of these guidelines. Failure to comply with any regulations will result in immediate revocation of the permission to use alcohol and termination of the event. Additional regulations and specifications may be required in the facility use contract for any event.

### 10.2 General Alcohol Regulations

10.2.1 An alcohol deposit in the amount established in the User Fee Schedule shall be required for any event where alcohol is being served.

10.2.2 If alcohol is to be served, full liquor liability insurance coverage is required.

10.2.3 Security is required to be present at all events at which alcohol is served.

- 10.2.4 Sale of alcohol at private parties, including but not limited to weddings, anniversaries, birthdays, quinceañeras, etc., must be arranged through a caterer with a valid type 47 or 48 license obtained from the California Department of Alcoholic Beverage Control. No exceptions.
- 10.2.5 Non-profit organizations may serve alcoholic beverages by obtaining a one-day permit from the California Department of Alcoholic Beverage Control.
- 10.2.6 Alcohol shall not be served to anyone under the age of 21. The user's failure to comply, monitor, and enforce these provisions is grounds for terminating the activity immediately and forfeiture of the refundable deposits.
- 10.2.7 Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on City premises, including but not limited to the San Marino Community Center, shall be the sole responsibility of the organization, its sponsor, or the adult representative, who, as a condition of signing the contract for the facility agree to indemnify the City for any such injuries.
- 10.2.8 Permission to serve alcohol shall not be granted for any event where the majority (more than 50%) of guests in attendance will be under the age of 21.
- 10.2.9 Alcohol may not be served or sold prior to or beyond the approved alcohol service time.
- 10.2.10 Alcohol may not be served until approved security officers are on duty at the facility or unless the requirement for security has been waived by the Community Services Director or his/her designee.
- 10.2.11 Alcohol may not be served or consumed outside of the room approved for use. Serving or consuming alcohol on patios adjoining the room approved for use is permitted.
- 10.2.12 Alcohol may not be served or consumed in the parking lot without written approval from the Community Services Director or his/her designee.
- 10.2.13 The service of alcohol at any event is limited to a maximum of five consecutive (5) hours.
- 10.2.14 Alcohol service time shall be ended no later than one (1) hour prior to the scheduled start of event cleanup period.
- 10.2.15 All alcohol must be distributed by a server(s) from behind a table or a bar, which must be monitored by the server at all times. The server(s)

must be a member of the catering staff or a hired bartender and may not be a guest of the event. The server(s) must be an adult, over the age of 21, and is required to submit a copy of his/her driver's license a minimum of thirty (30) days prior to the event. The server(s) is responsible for ensuring that guests are not overserved and that no minors are served. The server may not consume alcohol while on duty.

10.2.16 When serving champagne, all bottles must be opened in the kitchen prior to serving. All unopened bottles must be stored in the kitchen.

### 10.3 License Requirements

10.3.1 No sales or requests for donations for alcohol are permitted without a license from the California Department of Alcoholic Beverage Control (A.B.C.).

10.3.2 A copy of the facility rental contract and City-issued letter of approval must be furnished to A.B.C. when applying for this license.

10.3.3 A copy of the A.B.C. license must be furnished to the City a minimum of seven (7) business days prior to the event.

10.3.4 A copy of the A.B.C. license must be posted in plain public view near the bar, or other location, where the alcohol is being served.

10.3.5 Non-Profit Organizations: A one-day alcoholic beverage permit can only be issued to non-profit organizations if the proceeds are going back to that non-profit organization.

10.3.6 Private Parties: Private parties (i.e. weddings, anniversaries, birthdays, meetings, or anyone other than a non-profit organization) shall not sell alcohol on their own, but must arrange this through a licensed caterer. The caterer must have a License (Type 47 or 48), which enables the caterer to sell beer, wine, and distilled spirits (hard liquor). If the caterer does not have this license, the private party cannot sell alcohol. NO EXCEPTIONS. It is illegal for a private party to sell alcohol on their own.

## 11 General Operating Regulations

11.1 Advertising Materials may be left with staff for approval and will be displayed when deemed appropriate and as space permits. Any item posted which has not been approved will be removed and discarded.

11.2 Animals are not permitted inside City facilities except licensed service animals. This includes, but is not limited to, guide dogs for the blind and dogs for the

hearing or physically impaired.

- 11.3 City Equipment may not be moved, rearranged, or altered for purposes other than its intended use. City equipment shall not be removed from the facility.
- 11.4 Use of Audio / Visual Equipment shall be approved by the City prior to use. Applicant shall not record, televise, or broadcast the event or any portion thereof without an approved Film Permit from the City.
- 11.5 Set Up and Clean Up is the user's responsibility and includes, but is not limited to, wiping off table tops, cleaning of chairs, disposing of all trash into proper receptacles, mopping of kitchen floor, wiping of counter tops and kitchen equipment, cleaning up all spillage on floors, refrigerators/freezers, and ovens, and removal of all user-owned or leased (non-City owned) items by the end of the rental. Storage is not provided at City facilities. Applicant will not be permitted access to the facility prior or after the rental time period.
- 11.6 Commercial Use of City Facilities for profit and private gain is prohibited. San Marino-based not-for-profit groups may use City Facilities to conduct fundraising efforts, provided that 100% of the funds generated are received by the organization and all expenses related to the fundraising event are paid through the organization's regular debt process.
- 11.7 Decorations require prior approval by staff. No signs or decorations are to be taped, nailed, or otherwise attached to walls, windows, ceilings, drapes, or other City property without written approval. Decorations must be fireproof. Patio decorations, tents, or other equipment must also receive written approval. No rice, birdseed, confetti, or other similar items shall be thrown in or around the facility. Balloons must be secured and not released. Metallic ribbons may not be attached to balloons. A portion of the deposit will be assessed if staff must retrieve released balloons or if any decorations cause damage to facility.
- 11.8 Discrimination by User Groups is prohibited. The City shall not rent, lease, or allow use of its public facilities by any person or organization that illegally discriminates on the basis of race, color, creed, marital status, sex, religion, national origin, ancestry, sexual orientation, or handicap condition.
- 11.9 Facility User's Property, including all decorations, equipment, supplies, etc. owned by the user, must be removed from City facilities immediately following activity. The City reserves the right to remove any remaining items from the premises and have them stored at the owner's expense. If such equipment or supplies are not claimed within one (1) week after notice to the user, the City reserves the right to dispose of such material in any manner it deems appropriate and retain any proceeds received from such disposal. Any cost to the City, including but not limited to administrative costs, incurred to dispose of the unclaimed property in excess of the revenue received from

such disposal shall be billed to the user with payment due and payable in thirty (30) days.

- 11.10 Fire/Open Flame use is strictly prohibited without written approval in the form of a permit issued by the San Marino Fire Department. Request for permit, along with sample candle or open flame device, must be submitted to staff a minimum of fourteen (14) days prior to event. Typical uses of fire and open flame that may be considered for approval include:
- Regular style birthday candles no more than 3 ½ inches in height that are placed in a cake (pastry or ice cream) and lit for a short duration and then extinguished after the singing of a celebratory song (relight candles are not allowed);
  - Sterno heaters for food warming are allowed without a permit by licensed caterers if heater is placed under a chafing dish on a table with no guests seated at the table. Propane containers (or similar Class I and II liquid fuels) are prohibited at City facilities at all times.
- 11.11 Fireworks are strictly prohibited.
- 11.12 Illegal Activity is prohibited. All groups and individuals using City facilities shall comply with City, County, State, and Federal laws. Illegal acts, including but not limited to fighting, gambling, and lewd conduct are prohibited. Illegal activities will be immediately reported to law enforcement.
- 11.13 Review and Compliance with Public Health Rules is the sole responsibility of the Applicant. This includes 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.
- 11.14 Incense, Fog, Hazer, or Smoke Use is not permitted at City facilities at any time.
- 11.15 Marijuana/Cannabis may not be possessed, smoked, or otherwise ingested anywhere on City property.
- 11.16 Maximum Attendance regulations apply to all rentals. All rentals are subject to and may not exceed the maximum room capacities listed in User Fee Schedule. Failure to comply may result in termination of event.
- 11.17 Minors shall be supervised by one adult for every 10 minors, age 12 and under, and one adult for every 20 minors under the age of 18 but over the age of 12 at all times while they are using the facility. Events that are specifically geared to minors may be required to have security guards present during the event and cleanup.
- 11.18 Parking Lot Use is established to primarily service the facility. Exceptions may



be issued through approval of a Variance as provided in these guidelines.

- 11.19 Public Portions, including heating and air conditioning systems, are operated solely by the City and shall be operated in a manner deemed best by the City.
- 11.20 Security of Entrances regulations apply to all rentals. All entrance doors on the premises shall be locked when the facility is not in use. All door openings to public corridors shall be kept closed except for normal ingress and egress. During use of City facilities, all exit doors shall be unlocked and not be blocked in any manner.
- 11.21 Sleeping or lodging is not permitted in City facilities.
- 11.22 Smoking, vaping, and/or tobacco use of any kind is not permitted in City facilities.
- 11.23 Business license - it shall be unlawful for any person, other than an employee of a person required to procure a business license certificate from the City, to engage in business in the City without having first procured a business license certificate from the City.

## **12 Liability and Insurance**

### **12.1 General Liability Insurance and Additional Insured Endorsement**

- 12.1.1 All users of the facility shall procure and maintain, at their own expense and for the duration of the event, 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.
- 12.1.2 If alcohol is to be served, full liquor liability coverage is required. Applicant shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.
- 12.1.3 Insurance shall be written 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 the City.

- 12.1.4 Applicant shall have the responsibility of notifying the City immediately in the event of applicant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.
- 12.1.5 Coverage must be purchased via the City's contracted special events insurance provider, unless the applicant is able to meet insurance requirements.
- 12.1.6 Applicant must provide a copy of the certificate of insurance and applicable endorsements no later than the date of final payment. If insurance documentation is not on file by this date, insurance fees will apply.
- 12.1.7 General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.
- 12.1.8 Applicant acknowledges and agrees that City shall be expressly designated as an intended and express third-party beneficiary in all contracts with vendors used during facility rental. All vendor contracts shall expressly state that the City is an intended beneficiary of the vendor contract and entitled to an immediate defense and express indemnity from each vendor and that the City is an additional insured pursuant to the requirements below.

## 12.2 Other Provisions or Requirements

- 12.2.1 Proof of insurance. Applicant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of the rental.
- 12.2.2 Primary/non-contributing. Coverage provided by applicant shall be primary, and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it.
- 12.2.3 Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Applicant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its vendors.

12.2.4 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.

### 12.3 Indemnification

12.3.1 Applicant shall indemnify, defend, and hold harmless the 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 applicant'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 the 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.

12.3.2 Applicant waives any right of recovery against the 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 the City, its officers, employees, or agents.

12.3.3 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 the City in writing and as soon as practicable, but in no event not less than 72 hours after occurrence.

## 13 Variances

13.1 An applicant may request a variance from one or more of the rules set forth below in the event that unusual circumstances make it impossible or infeasible to conduct the event within the precise parameters of these guidelines.

### 13.2 Variance Request Process

13.2.1 Variances must be requested in writing to the Community Services Director. The request must set forth the unusual circumstances that justify a deviation from the ordinary rules. The decision of the Community Services Director is final.

13.2.2 Variances will be granted only upon a finding that the circumstances presented are unusual and not likely to recur often. The granting of the variance will not set a precedent, and the variance will not be detrimental to public health, safety, or welfare, or disruptive to other events occurring in the facility at the same time or to the immediately surrounding area.

13.2.3 In the event a variance is granted, the applicant will pay any supplemental fee necessary to compensate the City for additional costs associated with the variance.

### 13.3 Variances may be requested only from the following requirements:

13.3.1 Hours of use beyond closing times stated in these guidelines.

13.3.2 Large events that involve the use of spaces not normally scheduled for use

13.3.3 Large events that may result in parking of event attendees in areas beyond the boundary of the San Marino Community Center parking lot, or events not covered in these Use Guidelines.

13.4 Requests for waiver or discount of fees will not be accepted nor considered for variances listed above.