

PARKS & RECREATION DEPARTMENT \* 1250 N HOLLENBECK AVE \* (626) 384-5340 \* WWW.COVINACA.GOV





# 815 N. Barranca Avenue

Please submit application in person at the Parks & Recreation office or email to rentals@covinaca.gov

APPLICANT INFORMATION							
NAME*		EMAIL					
ADDRESS		CITY AND ZIP					
CELL PHONE		ALTERNATE PHONE	ALTERNATE PHONE				
ORGANIZATION/BUSINESS (If appli	cable)	ARE YOU A NON-PROFIT?					
*This person assumes responsibility	for building and will	be the sole contact for the C	ity.				
RESERVATION INFORMATION							
PURPOSE OF USE/DESCRIPTION O	F ACTIVITIES		ESTIMATED ATTENDANCE				
DAY(S)	DATE(S)	START TIME (Including setup)	END TIME (Including cleanup)				
1st Choice:							
2 <sup>nd</sup> Choice:							
Will there be entertainment?	Yes No	If yes, what type?					
Will money be collected?			If yes, for what purpose?				
Will food be served?	Yes No	_					
Will a commercial caterer be used?	Yes No	If yes, what company?					

# HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

response to public health and safety.

WHEREAS, the City of Covina has granted permission to the undersigned to use the facilities and,

WHEREAS, in consideration of the use of said facilities the undersigned is willing to hold the City of Covina, its officers, and employees harmless and indemnify it against liability as described below.

NOW THEREFORE, the undersigned hereby agrees as follows:

- 1. That neither the City of Covina nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted by the undersigned in connection with the use of the above facilities.
- 2. That the undersigned shall fully indemnify, defend and hold the City of Covina, its officers, and employees harmless from any and all liability or anything done or omitted to be done by the undersigned in connection with the use of said facilities.
- 3. That the undersigned, if required, shall submit a certificate of liability insurance and an endorsement naming the City of Covina as additional insured with a minimum of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage.
- 4. That the undersigned has read the entire rental packet and is fully aware of all policies and responsibilities regarding the use of said facilities.

use of said facilities.	
APPLICANT'S SIGNATURE:	DATE:
ACKNOWLEDGMENT AGREEMENT	
Please initial to acknowledge understanding of the following before	submitting application.
I have reviewed all rental policies and fees and agree to be	compliant.
I understand that the application must be submitted at least	st 45 days prior to my rental date.
I understand that submission of my application does not au	tomatically grant approval.
I understand that I will be notified within 5 business days if	my application has been approved.
Lunderstand that rental policies may be added or changed	as deemed necessary by the City of Covina in

# **FACILITY USE FEES AND POLICIES**

#### FEE SCHEDULE- SENIOR AND COMMUNITY CENTER – 815 N. BARRANCA AVENUE

CAPACITY: 144 DINING 126 DINING/DANCE	COVINA-BASED NONPROFIT ORGANIZATION, COVINA BUSINESS OR COVINA RESIDENT	NON-COVINA BASED NONPROFIT, NON-COVINA BUSINESS OR NONRESIDENT		
SECURITY DEPOSIT	\$400	\$400		
RATE PER HOUR	\$225	\$300		
SANITATION AND SET UP/CLEAN UP FEE	\$140	\$140		

#### **FACILITY VIEWING**

**Facility viewing is by appointment only** and takes place on Monday evenings, 4-6 p.m. Please call the Parks & Recreation office at (626) 384-5381 or email <a href="mailto:rentals@covinaca.gov">rentals@covinaca.gov</a> to schedule a viewing appointment. Please note that appointments must be made at least 5 business days in advance.

# **RULES, REGULATIONS, AND POLICIES**

Community buildings and related facilities shall be available for use as deemed appropriate by the Parks & Recreation Director or designee. Examples of appropriate uses are parties, family picnics, and special occasion celebrations, such as reunions, weddings, and receptions. Large events are considered on a case-by-case basis and would potentially require additional processing time, permitting and fees. The Parks & Recreation Director reserves the right to cancel any reservation if it is in the best interest of the City, its residents, or public health to do so.

## A. CLASSIFICATIONS

- COVINA-BASED NONPROFIT ORGANIZATION, COVINA BUSINESS OR COVINA RESIDENT
  - Nonprofit groups based in Covina (i.e. facility must have a Covina address or regular established meeting place must be in Covina), such as sports leagues, PTA, Girl Scouts, Boy Scouts, boosters, service clubs, churches, etc. Proof of 501c3 status may be required.
  - Individuals who reside in Covina, i.e. zip codes 91722, 91723, or 91724. This individual will be
    responsible for rental, all payments, and must be present at the event and stay for the duration of
    the rental. Residents may not rent facilities for a nonresident's use. Proof of residency in the
    form of a current utility bill is required at time of application.
  - Businesses with a Covina address, i.e. zip codes 91722, 91723, or 91724. An authorized representative from the business will be responsible for the rental and must be present for the duration of the rental. Payments must be made with business check or credit card or cash.

2. NON-COVINA BASED NONPROFIT ORGANIZATION OR BUSINESS, OR NONRESIDENT

All individuals living outside the City of Covina or any nonprofit organization or business based outside of Covina.

#### B. RESERVATION POLICY

- 1. Applications may be submitted in person to the Parks & Recreation office, 1250 North Hollenbeck Avenue, Covina 91722 or emailed to **rentals@covinaca.gov**
- 2. Proof of residency (copy of current utility bill) must be included with application to receive "Resident" rates.
- 3. All reservations will be taken on a first-come, first-served basis. Reservations shall be issued in the order of receipt of official application form, subject to availability.
- 4. Reservations will only be issued to persons who are at least 21 years of age. This person must be in attendance for the entire duration of the function.
- 5. Review of application will take a minimum of five working days.
- 6. Facilities are reserved in one-hour increments only with a minimum rental time of two hours. Reservation times must include setup and cleanup periods.
- 7. No reservations will be taken over the phone or without a completed application.
- 8. Rentals must conclude by 11 p.m., including cleanup.
- 9. Facilities are not available for rental on New Year's Eve and New Year's Day, Easter weekend, Mother's Day, Memorial Day and weekend, Father's Day, Independence Day, Labor Day and weekend, Thanksgiving Day and weekend, first Saturday in December, Christmas Eve and Christmas Day.

# C. <u>FEE PROCEDURE</u>

- 1. Upon approval, applicant will be sent a quote. After quote is accepted a billing statement will be issued. Fees and/or required documentation must be submitted by date indicated on statement. Failure to pay fees or submit documentation by the due date will result in cancellation of reservation.
- 2. Fees may be paid by cash, money order, check, or credit card. All payments must be made by the <u>applicant only, i.e. applicant's name must appear on check or credit card.</u> Credit card payment can be made over the phone or online.
- 3. There will be a \$25 charge on all returned checks (NSF, stopped payment, or closed account).

## D. <u>SECURITY DEPOSIT AND REFUND POLICY</u>

- 1. The refundable security deposit will be held until after the scheduled use.
- 2. If facility is left in a clean and undamaged condition and all city rules and regulations have been followed, then the deposit will be refunded in full.

- 3. If any of the following occur, then all or part of the deposit will be forfeited.
  - The facility is left dirty or damaged.
  - The group has not left the facility on time. (Any group staying later than originally reserved time will be charged at one and one-half times the regular rental fee and staff fee.)
  - Alcohol is present during the use.
  - City property/equipment has been defaced, lost, damaged, or destructed.
  - Any other condition/circumstance deemed unacceptable by the Parks & Recreation Director.
- 4. If Security Deposit is inadequate to cover damages, then applicant will be billed for the remaining cost of the damages.
- 5. Refund processed approximately 2-4 weeks following use.
- 6. Full refunds will be processed in the event the function is cancelled by the City prior to the event.

## E. TRANSFER POLICY

**Subject to facility availability**, an applicant may request a transfer from one facility, date, or time to another facility or later date/time by following these procedures:

- 1. The applicant must notify the Parks & Recreation office at least 30 calendar days in advance of originally approved rental date.
- 2. A transfer fee of \$25 will apply for all approved transfers. Requested reschedule date must be at least 30 days from date transfer is requested.

#### F. CANCELLATION POLICY

- 1. Applicant must email their cancelation request to the Parks & Recreation Department office at <a href="mailto:rentals@covinaca.gov">rentals@covinaca.gov</a>. Applicant should also call the Parks & Recreation office to provide notification.
- 2. Cancellations must be made at least 30 days in advance of scheduled rental date to receive a full refund of any fees paid.
- 3. Cancellations made less than 30 days, but more than 48 hours in advance of scheduled rental date will be charged a fee equal to 50% of the total "Use Fee" of rental.
- 4. Use fees for cancellations less than 48 hours will not be refunded.
- 5. Security deposits will be refunded in full for all cancellations.

#### G. INSURANCE

All groups utilizing City of Covina facilities may be required to submit a certificate of liability insurance <u>AND</u> an additional insured endorsement with a minimum of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, naming the City of Covina, its officers, employees, agents and volunteers as additional insured. Examples of the required documents are attached to this application (Attachment A & B). Groups/companies/organizations utilizing City of Covina field and facilities may also be required to submit a certificate of workers' compensation insurance as required by the State of California

and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If group/company/organize has no employees while performing services under this Agreement, workers' compensation policy is not required, but group/company/organization shall provide an executed declaration that it has no employees.

#### H. GENERAL RULES AND REGULATIONS

- 1. Applicant is responsible for keeping all guests/participants in rented areas. Guests/participants are not allowed in non-rented areas.
- 2. Parties or events for youth or teens require the presence of at least one adult per eight youth/teens throughout the entirety of the function.
- 3. Gambling, use of profane language, loud or boisterous talking, or improper conduct will not be permitted.
- 4. The City is not responsible for any lost or stolen articles.
- 5. No equipment or furnishings shall be removed from the premises. **No additional equipment may be** brought into City facilities without prior approval of City.
- 6. The City of Covina reserves the right to full access to all activities at any time in order to ensure that all rules, regulations, and City and State laws are being observed.
- 7. The rental group must obey instructions of the City employee(s) on duty.
- 8. Any accident occurring in a City facility, which causes injury to any individual must be reported to the staff person on duty immediately.
- 9. Discrimination by rental groups is prohibited. The City of Covina 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.
- 10. It is against City policy for any employee to receive any form of cash, food, gift, tip or gratuity. A letter to an employee's supervisor would, however, be appreciated if service has been noteworthy.
- 11. Only certified services animals are permitted inside City facilities.

#### I. <u>ALCOHOL, CONTROLLED SUBSTANCES, SMOKING, AND CONDUCT</u>

- 1. Alcoholic beverages are not permitted in any City building or in City parks.
- 2. Controlled substances are not allowed in City facilities or on City property at any time.
- 3. Smoking and vaping of tobacco, or any substance, is not permitted in any City building or in City parks.
- 4. Profane language, indecent conduct, unusually loud amplified music, or any other activity that creates a disturbance will not be permitted.

#### J. FOOD CATERERS

- 1. Food caterers are permitted with prior approval by the Parks & Recreation Department, this includes "taco man" type services.
- 2. No food preparation or commercial kitchen available at any City facility.
- 3. Food or drinks shall NOT be offered or sold to the general public by the rental group or the food caterer.
- 4. Food trucks are NOT permitted at any City park or facility.
- 5. For food caterers cooking onsite, they must place a tarp underneath the grill to catch any dripping grease. All food caterers that are cooking will be placed outside in the patio.

# K. <u>DECORATIONS</u>

- 1. Decorations must be approved prior to installation and must be removed immediately after the event.
- 2. **NOTHING** may be attached to walls, woodwork, windows or curtains. All decorations must be free standing or placed on tables.
- 3. Confetti, glitter, birdseed or smoke-making machines are NOT permitted. No open flames are allowed. Candles may be used for decoration only, but may <u>not</u> be lit.
- 4. It is the rental groups responsibility to remove and take/dispose of all decorations at the completion of the rental.

#### L. EXTRA SERVICES

Facility rentals include rental of room, tables, chairs, and staff assistance. Any additional services, such as catering, entertainment, decorations, place settings, utensils, and cookware must be provided by rental group.

#### M. <u>CONTINUAL USE GROUPS</u>

If a facility is available, and pending approval of the application, requested facility may be available on a continual use basis. Groups meeting regularly must notify the Parks & Recreation Department at least 30 days in advance when they will not be using the facility. Groups will be billed until notification is received.

# **Attachment A**



# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the cartificate these not confer rights to the cartificate holder in lieu of such endorsements.

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DESCR	EPTION OF OPERATIONS / LOCATIONS / VEHI	CLES (A CORD 101, Additional	Remarks Schedule, may be	attached if mon	space is requir	ed)		
Т	he City of Covina, its offic							
А	dditional Insureds.							
CER	TIFICATE HOLDER		CANC	ELLATION				
City of Covina 125 E. College Street		THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Covina, CA 91722			AUTHOR	AUTHORIZEDREPRES ENTATIVE				
	93							

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# **Attachment B**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s):

The City of Covina 125 E College ST Covina, CA 91723

Its officers, employees, agents and volunteers are named as Additional Insureds.



Information required to complete this Schedule, if not shown above will be own in the Duclarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) organization(s) shown in the Schedule, but d with respect to liability for "bodily injury", "prope damage" or "personal and advertise injury caused, in whole or in part, by omissions or the acts or omissions of the example on your behalf:
  - In the performance of you and opera insorr
  - 2. In connection purpour premises of by or rented to you

#### However:

- The insurance affords to such additional insured only applies to extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Vith spect to e insurance afforded to these ional insureds, the following is added to ion III - Limits Of Insurance:

If catage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.