

12) Rental Fee _____
 Cleaning Deposit _____
Total Fees _____

**PLEASE NOTE: THE
 COMMUNITY CENTER
 DOES NOT PROVIDE
 LINEN SERVICE.**

13) Will the activity be open to the public? Yes _____ No _____
 Will there be an admission charged? Yes _____ No _____

a) If yes, set forth prices: _____

14) Indicate any of the following Center-owned equipment to be used with your event.

| | | Available | | | |
|------------------|----------|--------------|---------------|-------|--|
| Tables: | 8' | 25 | Dinnerware | _____ | |
| | 4' | 5 | Flatware | _____ | |
| | 5' Round | 42 | Refrigerator | _____ | |
| Chairs: | Blue | 249 | Chest Freezer | _____ | |
| | Green | 77 | Stove/Ovens | _____ | |
| Center PA System | _____ | Portable Bar | Dishwasher | _____ | |
| | | Other | Steam Table | _____ | |
| | | | Coffee Maker | _____ | |

15) Describe **all** additional equipment that will be brought in by applicant to be used for this event:

A refundable cleaning deposit of \$100.00 will be held pending completion of satisfactory clean-up of facility. (To be checked out by Building Attendant.)

Applicant agrees to comply with all terms listed on User Policy & Guidelines attached as Exhibit "A"

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

RETURN THIS APPLICATION TO: YREKA COMMUNITY CENTER, ATTN: LYSANDRA
 C/O YREKA CITY HALL
 701 FOURTH STREET, YREKA, CA, 96097
QUESTIONS? CALL (530) 841-2332

| FOR OFFICE USE ONLY | | | |
|------------------------|--------|--------------|-----------|
| Date Contract Received | _____ | PAID IN FULL | _____ |
| | Amount | Date | Ck #/Cash |
| Total Fees Due | _____ | _____ | _____ |
| Rental Deposit Paid | _____ | _____ | _____ |
| Balance Due | _____ | _____ | _____ |
| Balance Received | _____ | _____ | _____ |

YREKA COMMUNITY CENTER

USER POLICY AND GUIDELINES

Exhibit "A"

1. Reservations for use of the Community Center may be made up to eighteen (18) months in advance by contacting the Yreka City Hall Office 8:00 A.M. - 5:00 P.M., Monday through Friday at (530) 841-2332. Reservation forms should be filled out at Yreka City Hall, 701 Fourth Street, Yreka, California, 96097. A holding deposit of \$50.00 must accompany the completed Yreka Community Center Application for Use Form before a use date will be confirmed. This amount will be applied to the total amount due for the reservation. **IN THE EVENT THAT THE RESERVATION IS CANCELLED, THE YREKA COMMUNITY CENTER WILL NOT ISSUE A REFUND OF THE HOLDING DEPOSIT.** In addition to the use fee, a refundable Cleaning Deposit of \$100.00 will be levied. This Cleaning Deposit shall be refunded provided the applicant has complied with all terms of the User Policy. To the extent the City incurs a cost for non-compliance by the applicant, the deposit may be applied against such cost. Also, the applicant shall remain liable for any additional costs to the City as a direct result of non-compliance. The balance of fees plus the cleaning deposit is due in full 14 days before the event.

Groups may not contract the facility before 8:00 A.M. or beyond 12:00 A.M. midnight. Facility clean-up must be concluded by 12:00 A.M. midnight. The building is locked and secured at that time. Failure to end the event and/or clean-up by midnight may result in forfeiture of part or all of the cleaning deposit.

Any activity in which the City's facilities are utilized will be conducted according to law, and will conform to the oral and written policy of the City. No one shall be granted use in such a manner as to constitute a monopoly for the benefit of any person or organization. Only City of Yreka sponsored or co-sponsored programs may be scheduled on a recurring basis.

2. All items such as tables, chairs, kitchen utensils, dishes and silverware, shall be put away or restored to original positions according to the building attendant. The individual or organization granted use of the facilities will be held responsible for any loss or damage to the property caused by such use. **A FEE OF EQUAL REPLACEMENT WILL BE CHARGED.** Under no circumstances will any City equipment be removed from the facility. The Community Center provides a dumpster that can hold 7.77 cubic feet of garbage. Any fees for excess garbage removal will be deducted from the Cleaning Deposit.
3. **An Alcoholic Beverage Sales License and Permit will be required if alcoholic beverages are being sold.**
4. **When alcoholic beverages are being served or sold, the City of Yreka requires renter to provide "Event Liability Insurance, with liquor liability coverage"** with limits of no less than \$1,000,000 naming the City of Yreka as Additionally Insured. See Exhibit "B", attached hereto and made a part hereof, for specific insurance requirement.
5. By law, the Community Center is a **SMOKE FREE** facility. **No smoking is allowed in the building or within 20' of any doorway.**
6. Control of lights, heating and cooling systems, public address systems and other equipment is the responsibility of the building attendant. Any request for changes must be directed to them. **The electrical system of the Center is designed to handle no more than 20 amps per circuit. Any equipment brought in for use must meet those requirements.**
7. Plans for decorations must be discussed with the City at the time of reservation and approved at least two (2) weeks prior to event. Decorations, props, equipment, scenery, etc. must be removed before the group leaves the facilities unless prior arrangements have been made with the City.
 - a) **The use of duct tape, adhesives, nails, screws, staples, etc. must be made in writing to the City and approved at least two weeks prior to the scheduled event. At NO time may glitter or confetti be used as decoration.**
 - b) All decorations must be fireproof or fire retardant materials.
 - c) At no times shall emergency exits be covered or obstructed.
 - d) The City cannot provide supplies of any kind to groups using the facilities.
 - e) **All decorations, tape, staples, nails, screws, etc. used by permittee for the event must be removed upon conclusion of the event.**
8. Security guards and chaperones may be required to be on duty during events such as dances, music concerts, etc. Determination of the number of chaperones and officers required shall be made by the City on the basis of the nature of the activity and the number of people in attendance. The cost of such shall be borne by the group or organization sponsoring the activity and the amount per assignment shall be set forth by the Chief of Police or responsible authority.
9. All groups and organizations are responsible for their event's own ticket sales, publicity, and promotion.
10. The User agrees to defend, indemnify, and hold harmless the City of Yreka, its officers, agents, servants, or employees, from any and all claims for damages, demands, costs, or expenses because of injury to property or injury to or death of persons received or suffered by reason of any act, omission, whether intentional or negligent of the User, or arising from any accident or injury, in connection with or attributable to the operation, maintenance, use or occupation of the premises by the User. The User responsible, or the applicant representing the User responsible, agrees to pay any costs incurred in repairing or replacing damaged City equipment or facilities.

City of Yreka Community Center

Date

User Signature

Date

User Name (Printed)

Exhibit B
CITY OF YREKA Insurance Requirements
for Use/Rental of Facilities

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Renter commences activities. **We strongly recommend** obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

Liquor Liability

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance

In some cases the Renter's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Renter should provide these requirements to his or her agent to confirm and provide verification to the Entity.

Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from Entity.

Special Risks or Circumstances

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

