

Facility Reservation Terms & Conditions

Pursuant to Monterey Park Municipal Code ("MPMC") Chapter 12.08, relating to use of City facilities, the City of Monterey Park ("City") grants permission to the Permittee to use a City facility at the place and time specified. In addition to the general terms and conditions contained in the MPMC, the use is subject to the following additional limitations:

In addition to rental fees: staff fees, insurance, security and/or cleaning deposit may be applied. These additional fees are subject to the nature of the event, estimated attendance and City policy.

1. **APPLICATION:** A completed "Application to Use Facilities" form when requesting to reserve a room. Applications must be submitted at least **15 working days** prior to scheduled date of use. The form must be signed by an adult who is the direct contact and responsible party for said reservation. Applications for picnic shelters will not be received any sooner than **90 days** prior to proposed use.
2. **HOURS OF OPERATION:** Facilities are available to rent between the hours of 8:00 am - 11:00 pm. Groups must clean-up and be out of the building by 11:00 pm. Reservations include the specific facility and the specific times as indicated on the application submitted.

Facilities are rented on an "as is" basis. The City does not provide any special clean-up or preparation for your group's function. Reservations do not include parking areas, adjoining open space, and restrooms that remain available to the general public to use. Please note that City personnel are entitled to enter any facility at any time.

3. **SET UP:** Permittees will not be granted access to scheduled facilities any earlier than start time submitted on your application. Therefore, please include and allow for any special set ups, deliveries, decorations, etc., which may be required prior to your scheduled event when completing your application for use of facilities.
4. **CLEANUP:** Permittee is responsible for the cleanup of any litter and/or debris, which may accumulate as a result of this reservation. All party-decorations shall be removed and properly disposed of by the end of the allocated time indicated on said permit.

Permittee is responsible for any/all cleanup as well as the return of the facility to the same condition as existed before the reservation. The city will retain security deposits where Permittee fails to provide adequate clean-up, at the discretion of the City. Should the City be required to expend funds for such cleanup to be performed, the Permittee will be billed upon the actual cost for services. Security Deposit may be required for certain events.

Note: Permittee may not store any equipment or supplies in the facility prior to or after the approved period of use as indicated on submitted applications.

5. **CANCELLATION:** If it is necessary for the applicant to cancel a reservation, the applicant must immediately notify the Recreation and Community Services Department. The City will retain Thirty percent (30%) of the reservation fee on all cancellations. Where cancellation is made within 15 working days of any scheduled reservation, the City will further retain security deposits associated with reservation in addition to the Thirty percent (30%) cancellation fee.

Permits may be revoked if there is a conflict with department use. The department will attempt to give timely notice of such conflict. Permits can be revoked and/or denied in the future if there is any abuse of the privilege of using a City building, facility, equipment or violation of the Monterey Park Municipal Code.

6. **REFUND POLICY:** Please allow 3 to 5 weeks for any refund to be processed, mailed and delivered
7. **ALCOHOL:** Unless otherwise permitted, it is unlawful for Permittee to allow the sale, serving or consumption of alcoholic beverages on public property in conjunction with the event.
8. **NOISE:** Permittee must comply with MPMC Chapter 9.53 regulating noise.
9. **REIMBURSEMENT FOR DAMAGES:** Permittee must reimburse City for any damages inflicted on City-owned facilities by Permittee.

Initials

- 10. NON-TRANSFERABLE:** This Permit is not transferable or assignable. Any attempt to transfer the Permit will immediately terminate the Permit.
- 11. INDEMNIFICATION:** Permittee indemnifies, will defend (at City’s request and with counsel satisfactory to City), and holds City harmless from and against any claim, action, damages, costs (including without limitation, attorney’s fees), injuries, or liability, arising out of Permittee’s acts, errors or omissions, negligence, or wrongful conduct (regardless of City’s passive negligence, if any) in connection with this Permit, except for such negligence caused solely by City. For purposes of this section “City” includes the City of Monterey Park’s officers, officials, employees, agents, representatives, and volunteers.
- 12. INSURANCE REQUIREMENTS:** Permittee must obtain liability insurance from an insurance company licensed to do business in the state of California and having a financial rating in Best’s Insurance Guide of not less than “A:VII.” The amount of insurance must be not less than \$1,000,000 per occurrence (*certain activities may require a higher insurance amount*). Such insurance will provide “occurrence” coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with the Event. Insurance must name **“the city and the city’s elected and appointed officials, officers, and employees”** as additional insured under the coverage afforded. In addition, such insurance must be primary and noncontributing with respect to any other insurance available to the city, and will include a severability of interest (cross-liability) clause.
- CERTIFICATES OF INSURANCE:** A copy of the policy or a certificate of insurance along with all necessary endorsements, in a form approved by the City’s risk manager, must be filed with City not less than 15 working days prior to the schedule event date unless the City for good cause waives the filing deadline or reservation will be subject to the city’s cancellation policy already noted above.
- 13. ADDITIONAL CONDITIONS AND REVOCATION:** City may amend this Permit to include additional conditions should the circumstances of the Event require such subsequent additions. In addition, this Permit may be revoked either orally or in writing should the Permittee or the conduct of the reservation violate the Permit’s terms or conditions.
- 14. EMERGENCY SUSPENSION OF EVENT:** The Recreation and Community Services Director and any sworn public safety officer may temporarily suspend the reservation if an emergency requires such action in order to protect public safety. Permittee and event participants must immediately comply with the suspending officer’s instructions.
- 15. ENFORCEMENT:** Should City determine it necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Permittee will be required to pay any and all costs of such legal action, including reasonable attorney’s fees, incurred by City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless City should otherwise agree with applicant to waive said fees or any part thereof. The foregoing will not apply if the Permittee prevails on every issue in the enforcement proceeding.
- 16. SIGNATURE REQUIRED:** Permittee, or its representative, must sign and return this original permit to the City of Monterey Park within three (3) business days from receiving this permit. Failure to do so will be deemed a withdrawal of the Permittee’s application.
- 17. PUBLIC HEALTH ORDERS:** Applicant/organization is responsible for enforcing and ensuring all attendees adhere to all LA County Health Officer Orders. Visit <http://publichealth.lacounty.gov/media/coronavirus/> to obtain the most current orders.

By issuing this permit, the City of Monterey Park does not assume responsibility for any lost or stolen items and further of liability for claims, damages, or injuries, of whatever nature, which may arise from this work.

I hereby acknowledge that I have read and understand the Facility Reservations Terms & Conditions.

Print name _____

Signature _____

Date _____