

# Facilities Use Policies & Procedures And Facilities Use Agreement For

Organization  
Address  
Date

## **FACILITY RENTAL:**

The Idyllwild Community Center is available for use by individuals, corporations, associations, institutions and organizations on a space-available basis.

Contractual rental agreements that include any of the following activities are prohibited by the Idyllwild Community Center:

- a. Attempting to influence legislation.
- b. Organizing or engaging in protests, petitions, boycotts, or strikes.
- c. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- d. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.

Acceptable activities include Easter sunrise services; memorials; concerts; family, church, and company picnics; talks, weddings, recreation classes, art exhibits, etc.

## **RESERVATIONS:**

Reserved dates are not considered secured until a signed Facilities Use Agreement has been received by the Idyllwild Community Center (SJMCC).

The Idyllwild Community Center reserves the right to cancel an event, if the facilities are, in the sole judgment of an authorized official of the Idyllwild Community Center, rendered unsuitable for the presentation of the event due to fire or other calamity, act of God, labor dispute, notice of violations by any city, county or other government agency, or any other occurrences beyond the control of the Idyllwild Community Center (SJMCC).

## **PRESS, INVITATIONS AND PRINTED MATERIALS:**

All publicity regarding the event must be approved by the Idyllwild Community Center (SJMCC) in writing in advance. Announcements and advertising are not permitted prior to signing the Facilities Use Agreement.

The content of all printed material relating to an event, including invitation copy, programs and promotional materials, is subject to approval by the Idyllwild Community Center (SJMCC). Such materials must be submitted to the Idyllwild Community Center (SJMCC) for review and approval before being printed. User should build sufficient time into the print production schedule for such materials to allow a seven (7) day period for review and approval.

In no instance can the Idyllwild Community Center (SJMCC) name, logo, image or the name of the designated space where the event will be held be used in conjunction with an event without the written permission (can be obtained by email) of the Idyllwild Community Center (SJMCC).

The Idyllwild Community Center (SJMCC) may record (video, audio, online, photography, etc.) all events and activities associated with this event. These recordings may be used with unlimited restriction by the Idyllwild Community Center (SJMCC) for a variety of purposes, including but not limited to educational, informational, promotional, etc., in any variety of media (print, video, online, etc.), unless restricted by the renter.

Outside groups organizing events at the Idyllwild Community Center must obtain written permission before recording any activities.

**SUB-CONTRACTED VENDORS AND SUPPLIERS:**

User is responsible for ensuring that all subcontracted persons review and comply with Idyllwild Community Center (SJMCC) Policies and Procedures. The Idyllwild Community Center (SJMCC) will have the right to approve subcontractors, vendors and suppliers.

**DÉCOR:**

Décor must not endanger the Idyllwild Community Center grounds.

All décor items must comply with local fire department regulations. All equipment, décor, scenery, etc. must be removed from the premises immediately following the event unless special arrangements have been made.

**DEFACEMENT OF FACILITY/SITE:**

User shall not injure, damage, destroy, mar nor in any manner deface the facility/site or any equipment and fixtures contained herein nor permit such injury or damage, destruction or defacement to occur. User will hold the Idyllwild Community Center (SJMCC) harmless and indemnify the Idyllwild Community Center (SJMCC) from loss or damage occurring to the facility during any period of use thereof by User pursuant to this license agreement. User will not make, nor permit or allow to be made any alterations or modifications of any kind to the facility or the equipment contained within. User shall not put any signs or setup or displays in or about the facility without the prior, written permission of the Idyllwild Community Center (SJMCC). No nails, tape, staples, etc. are to be used in attaching decorations to flora or structures. Spray paint is banned, as well as silly string and other aerosol party favors. The use of confetti or glitter on the part of the User is prohibited, unless specific permission is granted by the Idyllwild Community Center (SJMCC). No fireworks or fires outside the approved areas (if any) are allowed.

The Idyllwild Community Center is a non-smoking facility and site.

**CAPACITY:**

The User will not permit occupancy in excess of the capacity of the facility as determined by the Idyllwild Community Center (SJMCC). All fire codes and regulations must be adhered to regarding exits and entrances. Doorways cannot be obstructed in any way.

**MUSIC:**

Pursuant to the guidelines established by the American Society of Composers and Publishers (ASCAP) and Broadcast Music, Inc. (BMI), User is responsible for any applicable licenses for live or recorded music performed during the event. User further agrees to indemnify the Idyllwild Community Center (SJMCC) against any liability resulting from failure to do so.

**APPROVAL OF MATERIALS:**

User shall not sell or distribute any information or thing of value, including programs and flyers in or around the facility without the prior written approval of the Idyllwild Community Center (SJMCC). User is responsible for any applicable licenses for films or printed materials used at

the site. User further agrees to indemnify the Idyllwild Community Center (SJMCC) against any liability resulting from failure to do so. User must adhere to the County's Noise Ordinance regarding times for music (amplified and non-amplified).

**EQUIPMENT:**

The Idyllwild Community Center (SJMCC) shall have the right to impose restrictions or prevent the use of equipment, effect, rigging, etc. that would be a potential hazard or would not be compatible with the use of the facility and its equipment.

**ACCESS:**

Deliveries and pick-ups are to be scheduled and coordinated at the agreed times. The Idyllwild Community Center (SJMCC) staff will not be responsible for receiving event-related materials.

**THEFT:**

Neither the Idyllwild Community Center (SJMCC), nor its agents or employees, shall be responsible for losses by User or User's patrons, due to theft or disappearance of equipment or other personal property of User. In accepting delivery of property addressed to User, the Idyllwild Community Center (SJMCC) is acting only for the accommodation of User and shall not be liable for any loss or damage thereof.

**GUESTS:**

All guests shall use the guest parking. Advance notice is required if valet parking is to be used.

**SECURITY:**

The Idyllwild Community Center (SJMCC) does not have a professional security staff. If Police, Fire Department, or off-duty law enforcement officers are required, User will be responsible for all related costs.

**CONTROL OF PREMISES:**

It is understood that notwithstanding this Agreement, the Idyllwild Community Center (SJMCC) retains its right to control the management and operation of the facility and to enforce all necessary laws, rules and regulations with respect to the use thereof.

**FACILITIES USE AGREEMENT**

This Facilities Use Agreement (this "Agreement") is entered into by and between User (identity indicated below) and the Idyllwild Community Center (SJMCC) with reference to the following:

- A. User desires to use and occupy the portion of the Idyllwild Community Center (SJMCC) commonly referred to as the \_\_\_\_\_ (the stated Area) for the purpose of \_\_\_\_\_ and for no other purpose, and
- B. The Idyllwild Community Center (SJMCC) desires to be protected against loss by reason of the use and occupancy of its facilities by User.
- C. User acknowledges receipt of and has reviewed Idyllwild Community Center (SJMCC) Facilities Use Policies and Procedures, including its attachments (the "Policies and Procedures") which are incorporated herein by this reference and has agreed to abide by these policies and procedures.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Idyllwild Community Center (SJMCC) agrees with User to allow User to use the facilities as stated above provided that each of the following terms and conditions are satisfied as follows:

- 1. Indemnification.** User agrees to indemnify and hold the Idyllwild Community Center (SJMCC) and all of its officers, board members and employees free and harmless from any loss, damage, liability, cost or expense (including attorneys' fees) that may arise during use or occupancy of the Idyllwild Community Center by User, to User or any employee, agent, invitee, contractor or associate of User or any other person and/or for injury to any person whatsoever happening on, in or about, or in connection with the Idyllwild Community Center while the Idyllwild Community Center is occupied or being used by User except to the extent such injury, loss, damage, liability, cost or expense results from the willful misconduct or gross negligence of Idyllwild Community Center (SJMCC), its officers, board members and employees. This agreement is entered into on express condition that Idyllwild Community Center (SJMCC), its officers, board members and employees shall not be liable for or suffer loss by reason of injury to persons or property from whatever cause which in any way may be connected with the use, condition or occupancy of this space by the User, except as stated herein. The Idyllwild Community Center (SJMCC) shall give User prompt written notice on any claim, action or proceeding which could give rise to a right of indemnification under this Agreement. Notwithstanding such notice, The Idyllwild Community Center (SJMCC) shall be entitled at its sole discretion either to defend or settle such claim, action or proceeding. The Idyllwild Community Center (SJMCC) shall also be entitled to engage, at User's expense, independent counsel to advise it with respect to any claim, action or proceeding which gives rise to a right of indemnification under this Agreement. Indemnification shall be made by User within ten (10) days after receipt from the Idyllwild Community Center (SJMCC) of notice describing the nature of the claim made and the amount of any loss, liability, damage, cost or expense. All such costs and expenses which are not paid when due shall, until paid, bear interest from such date at the rate of twelve percent per annum.
- 2. Release and Waiver.** User hereby assumes all risk of damage to property or injury to persons in or about the Idyllwild Community Center (SJMCC) during User's use or occupancy from any cause and hereby releases the Idyllwild Community Center (SJMCC) and waives all claims against the Idyllwild Community Center (SJMCC) for damages to the User's personal property, for injury to the User, or User's agents, employees, invitees, associates or contractors, in or about the property from any cause arising at any time, except to the extent such damage or injury results from the willful misconduct or gross negligence of the Idyllwild Community Center (SJMCC). All required county, state, and federal permits and licenses shall be the responsibility of the user and copies shall be provided to SJMCC.
- 3. Certificates of Insurance.** User shall, at no cost to the Idyllwild Community Center (SJMCC) provide the Idyllwild Community Center (SJMCC), no later than thirty (30) days before the event, with a certificate of insurance naming the Idyllwild Community Center (SJMCC) and David and Lois Butterfield as additional insureds and evidencing public liability, workers comp, property damage insurance for protection against any and all liabilities related to the use or occupancy of the space, and host liquor liability with a minimum combined single limit capability of not less than \$1,000,000 per occurrence. If any Caterers, vendors, contractors or concessionaires are involved in User's use of the Idyllwild Community Center or any portion thereof, all such parties shall be required to provide the insurance certificate described in this paragraph.
- 4. Policies and Procedures.** User hereby agrees to comply with the guidelines set forth in the Policies and Procedures (attached to this document), and User acknowledges that failure to do so may result in cancellation of the event and forfeiture of fees paid.
- 5. Waste.** User shall not modify, alter, damage, commit waste or permit the committing of waste at the Idyllwild Community Center (SJMCC) at any time during User's use of the facilities. In the event that such modification, alteration, damage or waste does occur during the period of User's use of the facilities, User shall be solely responsible for the cost of the

repairs necessary to restore the facilities to their previous condition, which costs User agrees to pay within 10 days of receiving written notice thereof. Any such sums not paid when due shall bear interest at the maximum legal rate. SJMCC reserves the right to require a refundable security deposit for damage and/or clean-up.

- 6. Attorney's Fees.** If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal thereon, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred in good faith.
- 7. Governing Law.** This Agreement shall be governed by the laws of the State of California. Any action brought to enforce any provision of this Agreement shall be brought in the Riverside County, California Superior Court, and User Agrees to the personal jurisdiction of said Court with regard to any controversy arising under this Agreement.
- 8. Use.** User agrees to be responsible for preparing for use and returning to the pre-use condition the Stated Area which User will use, including entrances and exits, and agrees to leave the Stated Area in good, clean condition; for children and youth events, User shall provide adequate adult supervision for all usage; User shall confine themselves to the Stated Area and will not exceed the capacity limits of the Stated Area; User may not take tables and/or chairs, and/or other items, from other rooms and/or areas of the Idyllwild Community Center (SJMCC); and the use of tobacco products or drugs is strictly prohibited on the premises. The Idyllwild Community Center retains the right to refuse to rent the premises to an individual or organization that has caused damage to the site previously.
- 9. Visual Inspection.** User agrees to or has conducted a visual inspection of the premises, including entrances and exits, and warrants that the premises will be used only if it is in a safe condition.
- 10. Termination or Cancellation.** In the event that Idyllwild Community Center (SJMCC) shall cancel this agreement, with or without cause, User will be entitled to any deposit User has paid. However, in no event will Idyllwild Community Center (SJMCC) be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, in any manner whatsoever, even if the Idyllwild Community Center (SJMCC) has been advised of the possibility of such damages to User.
- 11. Other Activities.** The Idyllwild Community Center (SJMCC) reserves the right to schedule other activities and events in other parts of the site.
- 12. Entire Agreement.** This policy supersedes all prior oral or written statements regarding the specific subject matter hereof. No Idyllwild Community Center (SJMCC) representative has any authority to waive or enter into any agreement or arrangement contrary to the guidelines, requirements, or restrictions and other provisions of this policy, without the express written approval of the board of SJMCC.

**User** (name of person responsible for use of facility/site and the conduct of all persons attending the event):

Contact:

Address:

Phone:

Cell Phone:

Fax:

E-Mail

**Name of Group or Organization:**

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**Title and Description of event** (attach a complete description of the event including user and all subcontractors' activities. Also reference the press/invitations/advertising that are proposed):

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**Date(s) and Time(s)** of Event(s) with set up/tear down times:

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**Number of expected attendees:** \_\_\_\_\_

**Area(s) Reserved:**

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**Facilities Use Fees:**

**Partial day use (four hours or less)**

**private party \$60; nonprofit \$40; business \$100**

**Full day use (sunrise to dusk)**

**private party \$100; nonprofit \$100; business \$150**

Nonprofit tax exempt number: \_\_\_\_\_

**Payment** (shall be made upon signing of agreement):

Amount due: \_\_\_\_\_ Paid (date) \_\_\_\_\_

Refundable security deposit: \$100 \_\_\_\_\_ \$500 \_\_\_\_\_

cash      check      credit card

**Proof of liability insurance (date due)** \_\_\_\_\_

**Additional Notes:**

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User (1) acknowledges receipt, from Idyllwild Community Center (SJMCC), of Facilities Use Policy & Procedures, and has read and fully understands all guidelines, requirements, restrictions and other provisions set forth in such Facilities Use Policy & Procedures, which are incorporated herein by reference, (2) requests usage of Idyllwild Community Center (SJMCC) facilities as indicated above and (3) accepts, agrees to, and will in all respects fully and timely comply with Idyllwild Community Center (SJMCC) Facilities Use Policy & Procedures in connection with such usage, including all guidelines, requirements, restrictions and other provisions set forth in such Facilities Use Policy & Procedures, and such additional requirements and restrictions as may be communicated on behalf of Idyllwild Community Center (SJMCC) to the User prior to or in the course of such Use.

By: \_\_\_\_\_  
Name  
Position  
Idyllwild Community Center (SJMCC)

By: \_\_\_\_\_  
(User Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company or Organization

Date: \_\_\_\_\_