



# Cypress Recreation & Community Services Facility Use Agreement

Contract # \_\_\_\_\_

Event Date \_\_\_\_\_

## A. Policy Statement

1. The purpose of the Facility Use Agreement is to ensure that facilities of the Cypress Recreation & Park District ("District") are utilized for meetings and activities which are recreational, social, educational, or civic in nature, offering services of interest and need to the community. Interpretation of any facility policy shall be made by the Director of Recreation and Community Services or a designated representative.
2. The use of District facilities requires a contract, indemnification agreement and facility use agreement. Contracts and facility use agreements are issued in accordance with the policies outlined below, as established by the City Council, Recreation and Community Services Commission, and the District.

## B. Application Information

1. A facility use contract ("contract"), which authorizes the rental of facilities, may be revoked for violation of these policies.
2. Agreements and contracts shall not be transferred, assigned, or sub-let.
3. Application for facility use must be made by an adult 21 years of age or older who will be present throughout the event and responsible for the activity.

## C. Reservations

1. Reservations of facilities must be made at least thirty (30) working days in advance for both the Community and the Senior Centers' Banquet rooms and twenty (20) working days in advance for Arnold/Cypress Park Multipurpose room. Ten (10) working days in advance are needed for park pavilions, athletic fields, and moonbounce permits.
2. It shall be the responsibility of the organization or individual making the reservation to see that unauthorized portions of the facility not be utilized, that the facility is vacated as scheduled and that all trash and other debris is deposited in trash containers or otherwise removed.
3. Reservations shall not imply or constitute proprietary rights or benefits to any applicant.
4. Permission to use a District facility is granted subject to the observance of these regulations by the applicant and anyone using the facility in connection with the applicant. Permits may be revoked for violation of these regulations either during the use of a facility or prior to the use of a facility.
5. The applicant must have their Facility Reservation Contract and the Facility Use Agreement with them at the facility during the applicant's use of the facility.
6. The following groups may make reservations up to 15 months in advance: a) Recreation and Park District or City co-sponsored programs, activities and groups; b) School districts having reciprocal facility use agreements with the District, official school district sponsored programs and activities. These school districts include, but are not limited to, the Anaheim Union High School District and the Cypress School District; c) City resident non-profit organizations (those groups in which 55% or more of its total membership and 55% or more of its Executive Board reside in the City); d) City residents whose activities/events are private and not open to the public; and e) Cypress businesses conducting a social, educational, or recreational event that is not for profit and/or there is no fee for attendance.
7. The following groups may make reservations up to 11 months in advance: a) Non-Resident, non-profit organizations holding a recreational, social or civic activity, promoted and sponsored by non-profit organizations; b) Non-resident individuals whose activities/events are not open to the public; and c) A business conducting an event that is for profit and/or at which a fee for attendance is charged. For-profit public dances and/or flyer parties (i.e., raves) are prohibited.
8. The Community and Senior Centers' banquet rooms must be rented for a minimum of 6 hours during prime time and a minimum of 3 hours during non-prime time. All other remaining center rooms must be reserved for a minimum of 3 hours during prime and non-prime time, including the Arnold/Cypress Park building. Rental time includes decorating and cleanup. When actual use of a District facility exceeds the reserved rental period, the applicant shall be charged additional rental time at 200% (double) of the applicable hourly rental fee, per every hour, in one hour increments, and will not be prorated. Thus, for example, when the use of a District facility runs 20 minutes late, the Applicant will be charged for one full hour at a rate that is twice the amount of the regular rental rate. These fees will be deducted from the security deposit, and/or billed to the Applicant if the security deposit has been exhausted.
9. Contract changes (time change and equipment requests only, no date changes) must be requested by contacting the District office where the application was filed at least 30 working days prior to the event date for a contract to use the Banquet rooms at the Community and Senior Centers. Changes to a contract for the use of a small room must be requested at least 20 working days prior to the event date. Contract changes may warrant additional fees according to the Master fee schedule.

#### **D. Multiple Date Reservation**

1. Resident non-profit groups making multiple reservations will incur a **\$35** cancellation fee per contract (day), which will be deducted from the security deposit if notification of cancellation is made less than 10 working days in advance of the meeting date and time.
2. Repeat reservations will be contingent upon care of property, equipment and observance of approved rules and regulations.
3. Groups other than resident non-profits may reserve a facility for no more than 4 dates.

#### **E. Fees, Deposits and Refunds (refer to schedule for applicable fees and deposit)**

1. When a reservation is made more than 120 working days in advance of the scheduled event date:
  - a. The **\$ 100** booking fee (booking fees are only applicable to rental of the Community and Senior Center facilities) and one-half of the total rental fees shall be paid at the time that the reservation is made.
  - b. The booking fee is non refundable if the facility use is cancelled or rescheduled.
  - c. The booking fee is applicable to the total facility rental fees when paid.
  - d. The remaining half of the total rental fees and a security deposit are due 120 working days prior to the scheduled facility use.
  - e. If the "Balance Due" is NOT paid by 5:00pm on the due date, your event will be cancelled and all monies will be retained.
2. When a reservation is made within 120 working days of the scheduled event date:
  - a. The booking fee, all facility rental fees, and the security deposit will be required in full.
  - b. A full refund of the security deposit may be given when the group complies with subsection "G" below and the appearance of the facility is substantially similar after the event, to the condition of the facility before the event, at the Director's sole discretion.
3. If you book the small banquet rooms and if the room fee and booking fee total **\$200** or less: All fees are payable at the time you book your date and the deposit is due 120 working days prior to your event date.
4. All applicable refunds and deposits will be mailed to the applicant three to four weeks following the event.

#### **F. Cancellations**

1. If the reservation is cancelled **120 days** or more prior to the event, the District will retain the **\$100** booking fee. However, all facility fees, including the security deposit, will be refunded.
2. If cancellation occurs **119 to 90 days** prior to the reservation date, the District will retain the booking fee and 50% of the facility rental fees, while all remaining fees, including the security deposit, will be refunded.
3. If cancellation occurs **89 to 30 days** prior to the reservation date, the District will retain the booking fee and 75% of the facility rental fees, while all remaining fees, including the security deposit, will be refunded.
4. If cancellation occurs **29 days** or less prior to the reservation date, the District will retain all booking and facility rental fees, however the security deposit will be refunded.
5. If cancellation has been made with improper notice, where the City has retained the room fees, the user may contact the center in writing within 2 weeks after the scheduled event date to see if the center was able to re-book the date. If the center was able to re-book the date, the City shall refund 50% of the facility rental fees held.
6. If the last day that your cancellation request is due by falls on a Saturday, Sunday, or a holiday, we will accept your request on the next business day.

#### **G. Security Deposit**

1. The District reserves the right to retain a portion of, or all of, the security deposit to cover loss, damage, or when the Applicant is non-compliant with the terms of use (i.e., exceeds the reserved rental period of the facility). Should the cost of recovery be more than the security deposit on hand, the Applicant is responsible for paying the difference and will be billed for such.

#### **H. Refunds**

1. A full refund of the security deposit may be given when the group fully complies with the Facility Use Agreement and the appearance of the facility is substantially similar after the event as it was before the event per the Director's sole discretion.
2. All applicable refunds and deposits will be returned to the Applicant. Refunds for deposits tendered by cash or check will be issued three to four weeks following the event in the form of a check issued by the City. In the case where the deposit was charged to a credit card, the City will process a refund to that same credit card within three to five business days following the event.

#### **I. The Facility**

1. Facilities and equipment shall be left in the same condition as they were in prior to the activity.

2. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal laws, rules and regulations. District facilities shall not be used for the purpose of advancing any doctrine or theory which is considered to be subversive under the Constitution of the United States of America. Violation of any portion of a facility use contract may result in loss of the security deposit.
3. No glitter, rice, confetti, birdseed or other similar materials may be used at any District facility. Decorations may not be affixed to the walls, doors, windows, window coverings, chairs, brick, wood, painted surfaces or hung from the ceiling. Fog machines or open flames, including candles, are not permitted at any District facility. Outdoor barbeques are only permitted when pre-authorized by the District through the facility use application process. Red wine and punch are discouraged and cause the applicant to incur a loss of the security deposit if stains occur from such use. District facilities are non-smoking facilities and smoking is prohibited within 20 feet from any door or entrance to a District facility.
4. If the facility fire alarm causes the Fire Authority to be summoned, and it is determined that the applicant or his/her guests were the cause, the full cost associated with the Fire Authority's services will be deducted from the security deposit. If this cost exceeds the amount of the security deposit, the applicant will be billed for the remaining cost of these services.

#### **J. Event Supervision**

1. District employees will be assigned to permitted activities and shall have complete authority over the facility, all equipment, participants and activities, including the authority to request changes in activities or cessation of activities. Applicants, as permit holders, may consult with the District's employee(s) on duty during their use, in regards to their needs, if any.
2. The applicant must be present during the entire rental period and must be available to review both a pre-activity and a post-activity checklist with a District employee. The only exception to this rule is when an honoree (i.e., bride and groom) is the applicant. In this case, the applicant must designate another attendee to review the checklists at the time that the room set up is submitted.

#### **K. Supervision of Minors**

1. Groups composed of minors shall be supervised by at least one adult who is 21 years of age or older per 20 minors at all times.
2. Minors must remain in the rented facility room and shall not be allowed to roam unsupervised throughout the facility.

#### **L. Insurance, Liability, Loss & Damage**

1. As stated on the indemnification form, which is a part of the contract, the District shall not be liable for any injury to persons or loss or damage of group or individual property which occurs during the use of a District facility.
2. When alcoholic beverages are available for consumption at an event and money is not being exchanged, general liability insurance is required and may be purchased through the City's special event liability group insurance policy at the time that the application is made for the rental of the facility. If alcohol is available for consumption and any money will be in connection therewith, (i.e. for a donation, for a ticket, for a meal, for entry to the event, for the beverage), then full liquor liability premiums are to be acquired in addition to the general liability insurance. If insurance is purchased through an outside agency, proof must be provided at the time the application is made for the rental of the facility. The cost of the required liability insurance(s) shall be borne by the applicant.
3. If applicant chooses not to purchase the liability insurance through the City, evidence of required insurance must be provided 30 working days prior to scheduled event.
4. Applicants who rent the facility are financially responsible for any damages to property or loss of property, including District property. A fee equal to the total replacement cost for damaged items belonging to the District will be charged to the applicant, in addition to a charge for staff time incurred, and will be deducted from the security deposit. If such charges exceed the security deposit, the applicant will be billed. In addition, the District shall have the right to cancel any additional existing reservations by the applicant and to reject any further applications from the applicant until all charges have been paid.

#### **M. Glass Containers**

1. The use of glass bottles for beer, soft drinks or other beverages is prohibited. An exception will be made for champagne, wine and/or liquor being poured from the bar or at the tables by designated servers, when authorized by the District.

#### **N. Available Equipment & Set Up**

1. Rental of facilities includes all tables and chairs. A set up diagram is due no less than 30 working days prior to the event for the banquet rooms and no less than 20 working days prior to the event for smaller rooms.
2. Staff is not permitted to move any equipment/furnishings supplied by the applicant.
3. Due to limited space, storage for outside rentals will not be permitted.
4. Applicant may not bring in any equipment that cannot be easily carried or rolled into the facility. Equipment cannot be slid across the floor.
5. Additional equipment including bar, riser/stage, podium/microphone, A/V equipment is available for an additional fee per the Master Fee schedule.

## **O. Animals**

1. No animals (except for companion or guide dogs) will be allowed inside District facilities.

## **P. Vehicle Parking**

1. Vehicle parking is allowed in marked or authorized parking areas only.
2. When the kitchen area of the Community Center has been rented, vehicles may be parked for the unloading and loading of kitchen supplies in the carport next to the kitchen. After unloading, the vehicle must be moved to an authorized parking area.
3. Vehicles may not drive onto any park.

## **Q. Use of Alcohol**

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is submitted. The District reserves the right to place restrictions on the use of alcoholic beverages in accordance with State law and these guidelines. "Alcohol use" means the presence of any beverage that contains any amount of alcohol.
2. Alcohol is not allowed when an event is designed for minors such as school age award programs, birthday parties and/or receptions.
3. When alcohol is served, there shall be a minimum of two security guards present at the facility at all times. In addition to the minimum two guards, one guard for every additional 70 guests beyond 140 guests shall be required for the entire duration of the event, the final number will be determined by the Director of Recreation and Community Services based on set-up needs that match projected attendance. The applicant shall only use a security company from a District-approved list of bonded and licensed security companies possessing a City business license. The guards must arrive 30 minutes before guest arrival time and remain until the contract end time. One guard must be positioned at the entrance of the event and one guard positioned in the event area. The parking lot must be monitored every 30 minutes. The District requires a letter from the District-approved bonded and licensed security firm attesting to their employment at least 30 working days prior to the event. If security is not present at the time that alcohol is to be served, alcohol may not be served until the security arrives. The security guards shall have the authority to enforce all rules and regulations governing facility rentals. In the event that the Police are called, the cost of their services shall be deducted from the applicant's security deposit. The applicant will be billed for any costs exceeding the security deposit.
4. No alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the District's premises or as a result of alcohol being available on District premises, shall be the sole responsibility of the organization or individual renting the facility.
5. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the Alcoholic Beverage Control Commission. Any organization using District facilities shall be solely responsible for obtaining all required permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
6. Alcoholic beverages may only be served for a maximum of 6 consecutive hours, and shall not be permitted during either decorating/set up or clean up times. A "last call" must take place a half an hour prior to the party end time indicated on the contract. Consumption of alcoholic beverages is restricted to the rented space only. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the District or to a minor, the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.
7. Champagne and wine can only be opened in the kitchen, must be served and cannot be placed on individual tables. Alcohol cannot be consumed from its original container, unless the original container is aluminum can, and must be served out of cups or glassware.
8. Alcohol consumption is only allowed at the Cypress Community and Senior Center, pursuant to an authorization issued by the District.

## **R. Serving or Selling of Alcohol**

1. A State Alcoholic Beverage Control (A.B.C.) License is required whenever alcohol is to be sold and the Applicant is responsible for acquiring such license.
2. Sales or request for donations, including tickets or tokens for alcohol, are not permitted without a license from the A.B.C.
3. A copy of the approved Facility Reservation Contract and a letter from the District indicating the District's approval of the event with alcohol must be furnished to A.B.C. when applying for such license.
4. The applicant must furnish to A.B.C a copy of the approved Facility Reservation contract and a letter from the District indicating the District's approval of the event with alcohol when applying for this license.
5. A copy of the A.B.C. license must be furnished to the District a minimum of 30 working days prior to the event.
6. A copy of the A.B.C. license must be posted in clear public view near the bar, or other location, where the alcohol is being sold.
7. Resident non-profit organizations require a one-day special event A.B.C. License. This license can only be issued to resident non-profit groups and only if proceeds are going back to the non-profit group.

8. The letter from the District authorizing alcohol at the event will not be issued until the applicant has presented the District with evidence that the applicant has obtained sufficient liability insurance for the event.
9. Private parties, i.e., weddings, anniversaries, birthdays, meetings, or anyone other than a resident non-profit organization, cannot independently sell alcohol. If a private party wishes to sell alcohol, this must be arranged through a licensed bartender or licensed caterer who will serve from behind the bar throughout the event. No exceptions will be made to this rule. An A.B.C. license enables the caterer to sell beer, wine and distilled spirits (hard liquor). It is a violation of this Agreement and illegal for a private party to independently sell alcohol. A private party must show proof to the District that their caterer has the appropriate license according to the type of alcohol served and/or sold.

**S. Use of Community or Senior Center Kitchens**

1. The kitchen and its amenities (oven, stove, freezer, and refrigerator) within the Community and Senior Centers are only available for use with a rental of the Grand Ballroom, Community Room, or MultiUse Room. In the case of the Community Center, whereby the kitchen is made available on a first-come, first-served basis to two different rooms, the kitchen may not be available for use if it has already been previously reserved by another party.

**T. Food, Beverages and Entertainment**

1. Stains from food and beverages that require professional cleaning, which will result in additional expense to the District, will be charged directly to the applicant.
2. Tubs used to hold drinks must be kept in the kitchen or on a table with towels surrounding the tub to absorb condensation. Tubs shall not be placed on the floor in the event room.
3. Caterers, Entertainers and D.J's being hired to work during facility rentals are required to obtain a business license from the City.
4. Food and/or beverages are not allowed in the lobby areas.

**U. Facility Clean Up Procedures**

1. At least 60 minutes of cleanup time is required for rental of the Banquet rooms (full or half) and 30 minutes is required for all other rooms.
2. All decorations and catering equipment must be removed and taken away and all trash must be placed in the trash cans.
3. The oven, stove, and refrigerator are available for use during the rental time and must be returned to the same condition as found.
4. All counter tops, sinks, refrigerators or freezers used must be cleared and wiped down.
5. Any food, beverages or any other items left in the facility will be disposed of.
6. Please bring sponges or towels to wipe down all surfaces.

**V. All Facilities**

1. District staff is not allowed to accept or sign for any deliveries. If a delivery is made, the District and staff are not responsible for delivered items. Items cannot be left in the facility at the conclusion of the event and must be removed prior to vacating the facility.
2. Applicant must limit the number of guests to the amount specified on the contract under estimated attendance. The number of guests includes band members, caterer and guests. Attendance numbers larger than that stated on the contract may result in the event being terminated early, as directed by District staff. Prior to terminating an event for this reason, District staff will bring this issue to the attention of the applicant to provide applicant with the opportunity to remedy the situation.

**W. Senior Center**

1. Moonbounces are not permitted.
2. Food and/or beverages may not be served in any of the carpeted rooms and are not allowed in the lobby area.
3. The lobby may only be used for check-in tables at the beginning of the event and for no other purposes.

***“I have read this document in its entirety and understand that non-compliance may result in the cancellation of this reservation and/or non-return of deposit fees.”***

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*