



# City of La Habra Heights

1245 N. Hacienda Road, La Habra Heights, CA 90631

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## 2021-2022 RENTAL APPLICATION

**'THE PARK' OPERATING HOURS: Sunday - Thursday 6:00 am to 10:00 pm Friday - Saturday 6:00 am to 11:00 pm**

REQUESTED FACILITY: GAZEBO  GYM  MULTI-PURPOSE ROOM   
ENTIRE PARK  LOWER PARKING LOT  CITY SPONSORED EVENT

NAME OF APPLICANT:			NAME OF ORGANIZATION (IF APPLICABLE):		
APPLICANT ADDRESS:			PRIMARY PHONE NUMBER:		
CITY:	STATE	ZIP CODE	DRIVER LICENSE NUMBER:		
TYPE OF EVENT:			EMAIL ADDRESS:		
EXACT DATE(S):			RENTAL HOURS (MUST INCLUDE SET-UP & CLEAN-UP TIME):		
			From: To:		

**PRIVATE PARTIES & ENTIRE PARK RENTALS MUST BE PAID IN FULL 90 CALENDAR DAYS PRIOR TO EVENT DATE OR THE RENTAL WILL BE CANCELLED**  
**ATHLETIC EVENTS & OTHER RENTALS MUST BE PAID IN FULL 30 CALENDAR DAYS PRIOR TO EVENT DATE OR THE RENTAL WILL BE CANCELLED**  
**THERE IS \$20.00 PARK RESERVATION CANCELLATION FEE**

APPLICATION & MONITORING FEES:		
Application Fee (Non-Refundable)	\$ 62.00	\$
Monitoring Fee	\$ 30.00	\$

MISCELLANEOUS FEES:		
Liability Insurance - Hazard I II III	Quoted As Needed	\$
Event Security (6 hours min.) # of Guards 1 2 3 4	Quoted As Needed	\$

REFUNDABLE DEPOSITS:		
Facility Key	\$ 200.00	\$
Alcoholic Beverages	\$ 300.00	\$
Animals	\$ 300.00	\$
Athletic Events	\$ 600.00	\$
Gazebo	\$ 400.00	\$
Private Party	\$2,000.00	\$
Entire Park	\$2,100.00	\$

**\*RESIDENT IS DEFINED AS LOS ANGELES COUNTY RESIDENT (MUST SHOW PROOF)**

PARK RENTAL FEES: GAZEBO AND GYMNASIUM 1885 N. HACIENDA ROAD		*RESIDENT	NON-RESIDENT	HOURS	AMOUNT
Athletic Event	Per hour	\$ 55.00	\$ 65.00		\$
Gazebo	Per hour	\$ 40.00	\$ 50.00		\$
Jumper Fee	Flat Rate	\$ 15.00	\$ 15.00		\$
Private Party: Includes Kitchen & Stage	Per hour	\$ 75.00	\$ 85.00		\$
Entire Park	Per hour	\$120.00	\$140.00		\$
Exclusive Lower Parking Lot	Flat Rate	\$200.00	\$200.00		\$
Disinfecting Fee	Per Event	\$112.00	\$112.00		\$

CITY HALL RENTAL FEE: MEETING SPACE ONLY 1245 N. HACIENDA ROAD		Community/ Non-Profit	Other	HOURS	AMOUNT
Multi-Purpose Room	Per Hour	\$10.00	\$50.00		\$
<b>Additional Equipment Needed:</b>					

Refundable Deposit Totals:	\$
Rental Fees:	\$
<b>GRAND TOTAL: (INCLUDING REFUNDABLE DEPOSITS)</b>	\$

- AFTER HOURS OR PROBLEMS, CONTACT THE LA HABRA HEIGHTS CITY HALL AT (562) 689-5119.
- Applicants are not permitted to enter the facility before their scheduled start time and must vacate the facility by their scheduled end time. Unauthorized facility use may result in termination of contract and/or the levy of additional charges.
- Vehicles are not permitted to be driven and/or parked on grass areas.
- Fees are subject to change as of July 1<sup>st</sup> each year.

**KEYS:**

ISSUED:	RETURNED:

**FEES RECEIVED:**

DATE:	PAID:	RECEIPT #:
DATE:	PAID:	RECEIPT #:
DATE:	PAID:	RECEIPT #:
DATE:	PAID:	RECEIPT #:
DATE:	PAID:	RECEIPT #:
DATE:	PAID:	RECEIPT #:
DATE:	PAID:	RECEIPT #:
DATE:	PAID:	RECEIPT #:

**IMPORTANT – PLEASE READ BEFORE SIGNING  
LA HABRA HEIGHTS FACILITY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

**WHEREAS**, the City of La Habra Heights (“the City”) has granted permission to use the City facility and,

**WHEREAS**, in consideration of the use of the facilities, the undersigned is willing to hold the City harmless and to indemnify the City against liability or loss as described below.

**NOW THEREFORE**, the undersigned hereby agrees as follows:

The undersigned, on behalf of himself or herself and any renter/organization identified below, hereby agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, liabilities, costs or expenses, for any death or injury to any person or for any injury to property arising from or related to the use of the City’s facilities by the undersigned, by any member of any organization identified below, or by any guest of the undersigned or any organization identified below. Such cost and expense shall include reasonable attorney’s fees. This agreement to indemnify, defend, and hold harmless shall apply whether or not the City’s negligence, active or passive, its strict liability, or its fault of any kind of in any measure does, or is alleged to, contribute to the claims, losses, damages, liabilities, costs or expenses.

ORGANIZATION (Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

AGENCY: City of La Habra Heights

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## FACILITY USE APPLICATION & AGREEMENT

It is the City of La Habra Heights (“the City”) desire that all patrons who periodically use The Park and Multipurpose Room (“The Facility”) are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the renter/organization on whose behalf the Facility rental is being made (collectively the “Renter”) are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. A copy of the Facility Use Agreement will be provided. If you have any questions, please notify the City immediately. **Please read carefully, fill out Facility, Renter, and Event sections.**

### 1. FACILITY REQUESTED

Facility: \_\_\_\_\_

### 2. RENTER INFORMATION

Contact name: \_\_\_\_\_

Organization (If applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### 3. EVENT INFORMATION

Description of Event: \_\_\_\_\_ Event Hours: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Estimated Attendees: \_\_\_\_\_

Will there be vendors?      Yes  No       Will food be served?      Yes  No

    • Jumper                      Yes  No       Will food be sold?      Yes  No

    • Food                        Yes  No       Will alcohol be served?      Yes  No

    • Rental Company      Yes  No       Will alcohol be sold?      Yes  No

    • Petting zoo              Yes  No       Will minors be present?      Yes  No

Active LHH Business License      Yes  No

#### City Use Only:

Will there be live music/DJ?      Yes  No       Business License verified:      Yes  No  N/A

Open to the public?              Yes  No       Food Vendor(s) approved:      Yes  No  N/A

Admission fee charged?      Yes  No       Booth Sales approved:      Yes  No  N/A

Health Permits submitted:      Yes  No  N/A

**IMPORTANT**

The information provided in this AGREEMENT is true and correct. I have read and understand this AGREEMENT and agree to all the aforementioned rules, regulations, and conditions of use. When signing on behalf of RENTER/ORGANIZATION, I confirm I am an authorized agent of the RENTER/ORGANIZATION submitting this AGREEMENT and am authorized to sign this AGREEMENT on its behalf.

ORGANIZATION: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

AGENCY: City of La Habra Heights

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**FACILITY USE AGREEMENT**

The RENTER is responsible for compliance with this AGREEMENT and is required to read, sign, and date the AGREEMENT as part of the rental.

In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

**I. TERMS OF AGREEMENT**

The AGENCY grants RENTER/ORGANIZATION the right to use The Park Facility located at 1885 N. Hacienda Road, La Habra Heights, CA 90631 for

\_\_\_\_\_  
(Describe use, e.g., Birthday party, wedding, NJB/youth basketball, adult league name/sport, etc.)

for the period of time: Begin date: \_\_\_\_\_ End date: \_\_\_\_\_.

This AGREEMENT may be terminated at any time by either party giving to the other party at least fifteen (15) days written notice of termination. The AGENCY may renew this AGREEMENT annually, provided the RENTER/ORGANIZATION operates the FACILITY in conformance with all regulations applicable thereto.

**II. USE OF FACILITY**

The ORGANIZATION shall have the non-exclusive right to use the FACILITY. Organization’s right to use the FACILITY will begin on the above stated date and upon submission of the following to the AGENCY:

- A. Completed and signed facility use agreement.
- B. Complete list of names, addresses, and telephone numbers of the current board of directors or other responsible persons of the ORGANIZATION.
- C. A copy of the articles of incorporation, 501(c)(3) designation from the IRS, or a nonprofit designation from the California Franchise Tax Board and/or the California Secretary of State.
- D. Master calendar of events
- E. One copy of the certificate(s) of insurance and all applicable endorsements.

The above requested documents must be submitted at least two (2) weeks prior to use. If the documents are not submitted, the AGENCY may withhold use of the FACILITY.

**III. RESERVATIONS**

- 1. Renter’s desirous use of the Facility should make reservations well in advance of the intended date of use. Demand for facilities is high and dates fill quickly. Rental are on a first come, first serve basis. The City does not hold dates. Events shall not be booked more than a year in advance.
- 2. Athletic Events shall be booked on a quarterly based schedule:

QUARTER	START OF RESERVATION	EVENT DATES
First	October 1	January – March
Second	January 1	April – June
Third	April 1	July – September
Fourth	July 1	October – December

- 3. A Facility is not considered rented until (1) Renter delivers to the City the application, Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City; and (2) the City, in its sole discretion, approves such rental in writing.
- 4. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.
- 5. Renter shall provide the City Manager or his/her designee with a single contact who is to serve as the representative for Renter’s activities.
- 6. Renter shall be responsible for securing all required permits and licenses.
- 7. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
- 8. Renter shall be responsible for picking up the keys to the Facility, if any, from City Hall prior to the event. Renter shall return keys within **72** hours following the event. Any keys returned after **72** hours will automatically forfeit key deposit.
- 9. Rental Companies/Vendors must have an active City business license.

#### **IV. FEES**

1. AGENCY may require a rental fee and/or a deposit from RENTER/ORGANIZATION.
2. AGENCY may charge an additional amount of double the regular rental rate for continuing past the ending time stated in this AGREEMENT.
3. RENTER/ORGANIZATION is responsible for any lost keys and any costs AGENCY incurs to replace and/or re-key the FACILITY.
4. In the event FACILITY is left damaged, RENTER/ORGANIZATION shall be charged for any and all janitorial and/or repair fees incurred by AGENCY as a result of same, and those fees shall be billed to RENTER/ORGANIZATION.
5. Fees are subject to change as of July 1 each year.
6. The City may charge an additional amount or double the regular rental rate for any event continuing past the end time stated in this agreement. This includes clean-up and/or not locking facility door(s) during approved rental hours
7. Renter is responsible for lost keys, and any costs that the City might incur to replace and/or re-key the Facility.
8. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the City as a result and fees exceeding deposit amounts shall be billed to Renter.
9. If Renter violates any part of this agreement or reports false information to the City, the City may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.

#### **V. CANCELLATION**

1. Any person or agency holding a reservation for the use of a Facility and desiring to cancel such reservation will be subject to the cancellation fee and the City may withhold a portion of or the entire rental fee for the Facility.
2. All Athletic events must cancel at least seven (7) days before event date to receive a full rental refund. Events cancelled less than seven (7) days will result in a forfeit of fees.
3. All private parties and park rentals must cancel at least ninety (90) days before event date to receive a full rental refund of the Facility Use Fee (excluding application fee), Miscellaneous Fee, and refundable deposit. A cancellation fee will apply.

#### **VI. RESPONSIBILITY FOR ACTIVITIES**

The RENTER/ORGANIZATION shall provide the necessary personnel to supervise and conduct the activities at the FACILITY as set forth in this AGREEMENT and shall furnish and supply any and all equipment and material(s), which may be necessary for such activities conducted at the FACILITY.

#### **VII. RESPONSIBILITY OF FACILITY**

- A. RENTER/ORGANIZATION agrees to observe all rules and regulations as set forth in this AGREEMENT.
- B. Modifications to Facilities. The removal, alteration, painting, or addition to any facility or grounds, and construction of any kind to existing structures must be approved by AGENCY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed, or removed without written consent from the AGENCY. Any requests to modify or improve park facilities shall

be submitted for approval to the Public Works Department, or other designated AGENCY department, at least sixty (60) days prior to the date of any proposed changes.

- C. RENTER/ORGANIZATION agrees to erect no fences or advertising matter of any kind on AGENCY grounds without prior approval by the AGENCY.
- F. NO altering of sprinklers without authorization.
- G. Any damages to the FACILITY caused by RENTER/ORGANIZATION or its use of the FACILITY, will be the RENTER/ORGANIZATION'S responsibility to replace or repair. In the event RENTER/ORGANIZATION fails or refuses to replace or repair damage, AGENCY may cause such replacement and/or repair to be undertaken and RENTER/ORGANIZATION agrees to reimburse AGENCY for the costs incurred to do so.
- H. All locks must be standard agency locks and must not be replaced by any other lock.
- I. RENTER/ORGANIZATION are responsible for cleaning areas used, including daily trash produced by the event.
- J. RENTER/ORGANIZATION is solely responsible for supervising and controlling all individuals at the FACILITY and adjoining property during the use of the FACILITY. This includes, but is not limited to, players, participants, referees, and spectators. AGENCY is not responsible for providing this supervision. However, AGENCY may evict individuals from the FACILITY if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.
- K. Any violation of this AGREEMENT by RENTER/ORGANIZATION and/or any league run by RENTER/ORGANIZATION using the FACILITY, shall lose their privilege and use of the FACILITY.

#### **VIII. COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS**

- 1. RENTER/ORGANIZATION shall comply with all local, state, and federal laws and regulations related to the use of the FACILITY and public gatherings.
- 2. RENTER/ORGANIZATION agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- 3. RENTER/ORGANIZATION agrees it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the FACILITY, for example, use of appropriate sanitation practices, physical distancing, limits on the size of gatherings, etc.
- 4. AGENCY reserves the right to immediately revoke RENTER/ORGANIZATION'S right to use of the FACILITY should RENTER/ORGANIZATION fail to comply with any provision of this section.

**NOTE:** Specific to the COVID-19 pandemic, RENTER/ORGANIZATION may require all attendees of the event to provide RENTER/ORGANIZATION proof of vaccination or a negative test within 72 hours of the event. Prior to the start of the event, RENTER/ORGANIZATION may provide AGENCY with written confirmation of compliance with this provision attesting to RENTER/ORGANIZATION'S verification of proof of vaccination or negative test of all guests attending the event.

#### **IX. USE OF PREMISES**

The FACILITY shall be used only for those athletic events as set forth in Sections I and II above. RENTER/ORGANIZATION shall not permit the FACILITY or any part thereof to be used for:

- 1. The conduct of any offensive, noisy, or dangerous activity.
- 2. The creation or maintenance of a public nuisance.

3. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the FACILITY.
4. Any purpose or in any manner which will obstruct, interfere with, or infringe upon the rights of the residents of adjoining properties.

**X. EXCLUSIVE RIGHT**

This AGREEMENT does not give the RENTER/ORGANIZATION any right to the exclusive use of the FACILITY, restrooms, or any other public facility. RENTER/ORGANIZATION agrees that the rights herein granted shall not be assigned to or transferable to any persons, teams, or leagues.

**XI. MAINTENANCE**

- A. RENTER/ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by the RENTER/ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the FACILITY during RENTER/ORGANIZATION'S use of the FACILITY.
- B. All maintenance, such as preparation and set up of temporary equipment will be performed by RENTER/ORGANIZATION.
- C. RENTER/ORGANIZATION is responsible for the FACILITY being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- D. RENTER/ORGANIZATION is required to report any damage to persons or property or acts of vandalism to the AGENCY immediately.
- E. RENTER/ORGANIZATION is required to pay a COVID-19 disinfecting service fee per event. The cleaning crew shall disinfect high-touch surfaces which include counters, tables, doorknobs, light switches, restrooms, and entry areas. Sanitation will adhere to COVID-19 guidance and cleaning protocol recommended by the Centers for Disease Control and Prevention (CDC). All cleaning and sanitation chemicals have been approved per the state guidelines as capable of neutralizing the Novel Coronavirus. The COVID-19 disinfecting services will likely span the length of the health emergency.

**XII. INSPECTION**

- A. RENTER/ORGANIZATION may inspect the FACILITY prior to each use to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators, and/or any other person who is at the FACILITY as part of the RENTER/ORGANIZATION'S use of the FACILITY. RENTER/ORGANIZATION shall immediately notify AGENCY of any defect or hazard identified so that the AGENCY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to RENTER/ORGANIZATION'S use of the FACILITY. RENTER/ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify AGENCY of any defect or hazard identified, RENTER/ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.
- B. AGENCY shall have the right to enter the FACILITY utilized hereunder as needed. However, AGENCY'S exercise of the right to enter shall not create any duty on the party of the AGENCY to inspect the FACILITY for defects or hazards under Section A herein.

**XIII. IMPROVEMENTS**

1. The removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the AGENCY.
2. Furthermore, all requests for removal, alteration, or addition to any facility or grounds, or for construction and painting of any kind to existing structures must be submitted to the AGENCY for



consideration and review at least sixty (60) days prior to the date any proposed change(s) is/are needed.

3. Assistance by the RENTER/ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting, or construction shall be solely at the discretion and with prior written consent of the AGENCY.
4. Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by the RENTER/ORGANIZATION as specified in this section.

**XIV. TITLE TO IMPROVEMENTS**

All alterations and additions to the FACILITY or surrounding grounds and all construction of any kind to existing structures of the FACILITY shall become the property of the AGENCY. Nothing contained in this paragraph shall authorize the RENTER/ORGANIZATION to make or place any alterations, changes, or improvements on the FACILITY without the prior written consent of the AGENCY.

**XV. SIGNS**

No signs shall be erected on the FACILITY described herein unless written approval is obtained from the AGENCY. Such a request for approval shall be directed to the Public Works Department. No sponsor advertising sign shall be installed on buildings or grounds without the prior written consent of the AGENCY.

**XVI. TERMINATION OF THIS AGREEMENT**

RENTER/ORGANIZATION or AGENCY may terminate this AGREEMENT by serving on the other party such written termination at least fifteen (15) days in advance of such termination at any time.

**XVII. NOTICE**

All notices respecting this AGREEMENT shall be served by certified mail, postage prepaid to the agency or organization address on file. Notice shall be deemed to have been served forty-eight (48) hours after the same has been deposited in the United States Postal Service.

**XVIII. ATTORNEY'S FEES**

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this AGREEMENT, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

**XIX. GOVERNING LAW**

This AGREEMENT will be governed by and constructed in accordance with the laws of the State of California.

**XX. ASSIGNMENT**

Neither this AGREEMENT nor any duties, rights, or obligations under this AGREEMENT may be assigned by RENTER/ORGANIZATION, either voluntarily or by operation of law without the express written consent of the AGENCY.

## **XXI. INDEMNIFICATION**

RENTER/ORGANIZATION shall indemnify, defend, and hold harmless AGENCY, its board or city council, members of boards and commissions, its officers, agents, employees, and volunteers (“herein for the purposes of this provision collectively referred to as “AGENCY”) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, costs, expenses, or damages, including liability for injuries or illnesses to any person or persons or damage to property arising out of or in any way connected with RENTER/ORGANIZATION’S use of the FACILITY. RENTER/ORGANIZATION’S duties hereunder include, but are not limited to, claims, allegations, or liabilities, in whatever form, arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss. The RENTER/ORGANIZATION’S obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of RENTER/ORGANIZATION, its officers, employees, agents, participants, representatives, or vendors. It is further agreed, RENTER/ORGANIZATION’S obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of AGENCY except for liability resulting from the sole negligence or willful misconduct of AGENCY relating to RENTER/ORGANIZATION’S use of the FACILITY under this AGREEMENT. In the event the AGENCY is made a party to any action, lawsuit, or other adversarial proceeding arising from RENTER/ORGANIZATION’S use of the FACILITY encompassed by this AGREEMENT, and upon demand by AGENCY, RENTER/ORGANIZATION shall have an immediate duty to defend the AGENCY at RENTER/ORGANIZATION’S cost or at AGENCY’s option, to reimburse AGENCY for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters.

## **XXII. INSURANCE**

RENTER/ORGANIZATION shall maintain insurance in conformance with the requirements set forth in this section. RENTER/ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, RENTER/ORGANIZATION agrees to amend, supplement, or endorse the existing coverage to do so.

RENTER/ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to RENTER/ORGANIZATION in excess of the limits and coverage identified in this AGREEMENT and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

AGENCY reserves the right to require additional insurance coverage(s) not specified in this section, if, in the sole discretion of the AGENCY, such additional coverages are necessary to protect the AGENCY.

ORGANIZATION shall provide the following types and amounts of insurance:

**General liability insurance.** RENTER/ORGANIZATION shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

**Athletic Participant's Medical Expense.** Sports associations or events with athletic participants shall provide evidence of athletic participant's medical expense coverage to respond to athletic participant's injuries. This coverage may be part of commercial general liability coverage.

**Automobile liability insurance.** RENTER/ORGANIZATION shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the RENTER/ORGANIZATION arising out of or in connection with the use of the FACILITY, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Umbrella or excess liability insurance.** [Optional depending on limits required]. RENTER/ORGANIZATION shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay "on behalf of" wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Workers' compensation insurance.** RENTER/ORGANIZATION shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). RENTER/ORGANIZATION shall submit to AGENCY, along with the certificate of insurance, a waiver of subrogation endorsement in favor of AGENCY, its officers, agents, employees, and volunteers.

**AGENCY reserves the right to require additional lines of insurance, such as:**

1. **Sexual abuse/molestation insurance.** RENTER/ORGANIZATION shall procure and maintain sexual abuse and molestation liability coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. This coverage may be part of commercial general liability coverage, professional liability coverage, or a separate policy.
2. **Liquor liability insurance.** RENTER/ORGANIZATION shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.
3. **Other.** If RENTER/ORGANIZATION contracts with a third-party service provider (e.g., caterer), RENTER/ORGANIZATION will require the service provider to procure and maintain at its sole cost and expense comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and if applicable, liquor liability coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, or other lines of coverage AGENCY requires. Both AGENCY and RENTER/ORGANIZATION shall be endorsed as additional insureds.

#### **Other provisions or requirements**

**Proof of insurance.** RENTER/ORGANIZATION shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by AGENCY prior to commencement of the use of the FACILITY. Current

certification of insurance shall be kept on file with AGENCY at all times during the term of this AGREEMENT. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

AGENCY reserves the right to apply this provision to other lines of required insurance coverage, e.g., automobile, sexual abuse and molestation, and liquor liability policies.

**Duration of coverage.** RENTER/ORGANIZATION shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the use of the FACILITY hereunder by RENTER/ORGANIZATION, its agents, representatives, employees, or volunteers.

**Primary/non-contributing.** Coverage provided by RENTER/ORGANIZATION shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow RENTER/ORGANIZATION or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. RENTER/ORGANIZATION hereby waives its own right of recovery against AGENCY and shall require similar written express waivers and insurance clauses from each of its sub-organizations.

**Notice of cancellation.** RENTER/ORGANIZATION agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

RENTER/ORGANIZATION agrees to oblige its insurance agent or broker and insurers to provide AGENCY with a thirty (30) day notice of any change of coverage or limits.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by AGENCY.

**Enforcement of contract provisions (non estoppel).** RENTER/ORGANIZATION acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform RENTER/ORGANIZATION of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

**Agency's rights of enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by AGENCY will be promptly reimbursed by RENTER/ORGANIZATION. In the alternative, AGENCY may cancel this AGREEMENT.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER/ORGANIZATION maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the RENTER/ORGANIZATION. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that RENTER/ORGANIZATION'S/sub-organization's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** RENTER/ORGANIZATION agrees to ensure that its sub-organizations, vendors, consultants, subcontractors, and any other third party involved with the RENTER/ORGANIZATION'S use of the FACILITY who is brought onto or involved in the FACILITY by RENTER/ORGANIZATION, provide the same minimum insurance coverage and endorsements required of RENTER/ORGANIZATION pursuant to this AGREEMENT. RENTER/ORGANIZATION agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. RENTER/ORGANIZATION agrees that upon request, all agreements with sub-organizations, vendors, consultants, subcontractors, any other third party, and others engaged in the use of the FACILITY will be submitted to AGENCY for review and approval.

**Agency's right to revise specifications.** AGENCY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving the RENTER/ORGANIZATION at least thirty (30) days advance written notice of such change. However, AGENCY reserves the right to give less than thirty (30) days notice if AGENCY first becomes aware of an issue and needs to change the amounts and types of insurance within thirty (30) days of the begin date.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

**Timely notice of claims.** RENTER/ORGANIZATION shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from RENTER/ORGANIZATION'S use of the FACILITY under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** RENTER/ORGANIZATION shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection arising from its use of the FACILITY.

### **XXIII. MISCELLANEOUS**

1. RENTER/ORGANIZATION shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY.
2. Gambling of any kind is not permitted at the FACILITY.
3. Smoking is not permitted at the FACILITY.
4. For indoor facilities, no animals are permitted at the FACILITY, except for service animals, as defined under the Americans with Disabilities Act, which are individually trained to do work or perform tasks for people with disabilities.
5. If RENTER/ORGANIZATION violates any part of this AGREEMENT or reports false information to AGENCY, AGENCY may refuse RENTER/ORGANIZATION further use of the FACILITY, and RENTER/ORGANIZATION shall forfeit a portion, or all, of the rental fee and/or the deposit.
6. AGENCY may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
7. Any person aggrieved by AGENCY's decision with respect to this AGREEMENT may appeal to AGENCY in writing no later than five (5) days after AGENCY's decision has been communicated to the aggrieved party.
8. If any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9. Children must be supervised at all times.
10. No congregating or loitering outside of building is allowed
11. The City is not responsible for any property left behind
12. Glass bottles are not permitted
13. No rice, birdseed, or confetti is allowed.
14. For private party events in the gymnasium, the bar must be in a designated area and a bartender or an adult over 21 years of age must be present to check identifications and serve beverages. Consumption of alcoholic beverages by persons under age 21 is prohibited by law
15. No lit candles and open flames are permitted on premises
16. No fog or smoke machines are permitted on premises
17. All tables and chairs must have tip glides to prevent floor damage
18. City facilities may not be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition

19. MPR fees may be waived by the City Manager. A written request must be submitted prior to use of the facility
20. Any person aggrieved by the City's decision with respect to this agreement may appeal to the City Manager or his/her designee in writing no later than five (5) days after the City's decision has been communicated to the aggrieved party

**XXIV. INDEPENDENT CONTRACTOR**

Volunteer administrators, volunteer coaches, parents, contractors, employees, and/or officers and directors of the RENTER/ORGANIZATION shall not be deemed to be employees or agents of the AGENCY as a result of the performance of this AGREEMENT.

**XXV. ENTIRE AGREEMENT OF THE PARTIES**

This AGREEMENT supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the FACILITY by RENTER/ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the FACILITY. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT has been made by the parties. Modification of this AGREEMENT can only be made in writing, signed by both parties to this AGREEMENT.

**XXVI. KEY INSTRUCTIONS**

1. Insert key into cylinder, wait three (3) seconds, and turn the key clockwise.
2. DO NOT remove battery from key.
3. Key will not work outside of paid rental time.
4. Some doors have an automatic lock.
5. Do not leave the key unsupervised.

**XXVII. REPORT FACILITY PROBLEM**

After hours or problems, contact the La Habra Heights City Hall at (562) 689-5119.