



# CITY OF DEL REY OAKS

## OLD TOWN HALL FACILITY USE PERMIT

Name of Individual(s) or Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Alternate Number \_\_\_\_\_

Email \_\_\_\_\_

*For Internal Use Only*

Date Facility Use Agreement Submitted \_\_\_\_\_

Amount of Fees Paid \_\_\_\_\_ Date Fees Paid \_\_\_\_\_

*Payment of fees and approval of this Agreement by the City Manager is the only way to obtain a reservation for use of a City Facility. No verbal reservations are taken.*

This Facility Use Permit ("Permit") is issued by the City of Del Rey Oaks, a California municipal corporation hereinafter referred to as "the City," to \_\_\_\_\_ hereinafter referred to as "the Permittee."

### RECITALS

WHEREAS, the City is the owner of the property and/or the facility located at Del Rey Oaks Park, Angelus Way, in the city of Del Rey Oaks, Monterey County, California ("the Facility"); and

WHEREAS, the Permittee desires to use the Facility from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_, for the purpose of \_\_\_\_\_

WHEREAS, the City desires to allow the Permittee the use of the Facility for the purposes described above.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, this Permit is issued to the Permittee on the following terms and conditions:

### TERMS AND CONDITIONS

1. Term of Permit. This Permit shall be valid only from \_\_\_\_\_ am /pm on \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_ am / pm on \_\_\_\_\_, 20\_\_\_\_.

2. Scope of Permit and Authorized Use. The City hereby grants the Permittee the right to use the Facility for the Term specified in Section 1.

3. Nature of Interest Granted. It is specifically understood and agreed that no interest or right in real property is granted or conveyed by this Permit and that the relationship created by this Permit is not only of landlord and tenant, principal and agent, or owner and contractor. The use granted to the Permittee is merely for the purpose of allowing the Permittee to use certain City-owned facilities and space on a temporary basis. The Permittee understands and acknowledges that all other public spaces around the Facility not included within this scope of this Permit shall remain open for non-exclusive use throughout the Term of this Permit without the prior approval of the City Manager.

4. Permit Fee. The total fee for this Permit shall be based on the following:

- a. Resident  
 \$50 (0-3 Hours)  
 \$25 Each Additional Hour  
 \$10 Kitchen Cleaning Fee  
 \$50 Use Permit  
 \$250 Refundable Cleaning/ Damage Deposit
- b. Non-Resident  
 \$70 (0-3 Hours)  
 \$55 Each Additional Hour  
 \$10 Kitchen Cleaning Fee  
 \$50 Use Permit  
 \$250 Refundable Cleaning/Damage Deposit
- c. Non-Profit  
 \$40 (0-3 Hours)  
 \$15 Each Additional Hour  
 \$10 Kitchen Cleaning Fee  
 \$50 Use Permit  
 \$250 Refundable Cleaning/Damage Deposit

<u>For Internal use only</u>		
Number of hours reserved: _____		
Hourly rate \$ _____ X hours (0-3) = \$ _____		
Add'l hourly rate \$ _____ X hours = \$ _____		
Kitchen Cleaning Fee	\$	<u>10.00</u>
Use Permit	\$	<u>50.00</u>
<u>Total Due</u>	<u>\$</u>	<u>          </u>
Cash	Check	Credit Card
Ck or CC # _____		
CC Exp Date: _____ CSC # _____		
<b><u>Refundable Cleaning/Damage Deposit: \$250.00</u></b>		
Cash	Check	Credit Card
Ck or CC # _____		
CC Exp Date: _____ CSC # _____		

The total fee is \$ \_\_\_\_\_, plus a refundable deposit of \$250.00, which shall be due and payable prior to the City's issuance of this Permit. The Permittee shall bear all the costs associated with its use of the Facility and its hosting of any event(s) at the Facility. The sole function of the City is to provide access to and use of the Facility and to enforce the provisions of this Permit.

5. Permittee's Obligations. In addition to those obligations and responsibilities specifically provided for elsewhere in this Permit, the Permittee shall be obligated to comply with the following:

- a. No tents or other temporary structures or facilities ("Event Facilities") may be erected or placed at or upon the Facility without the prior approval of the City Manager. Additionally, no Event Facilities shall be erected or placed at or upon the Facility prior to the commencement of the Term of this Permit and any Event Facilities erected or placed at or upon the Facility shall be taken down and removed no later

than \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, and the Facility shall at that time be returned to as good a condition as it was prior to the Permittee's use and occupancy thereof. No permanent structures of improvements may be placed at or upon the Facility.

- b. All Event Facilities erected or placed by the Permittee shall meet or exceed all federal, state, and local health and safety laws and regulations including, but not limited to, any and all requirements of the Seaside Fire Department and any and all health and sanitation regulations governing the storage and service of food products and other consumable items. The Permittee shall provide at its own expense and such water, sanitary, and first aid facilities as are necessary to accommodate expected participation.
  - c. The Permittee shall be responsible for the repair and the maintenance of any buildings, equipment, facilities, property or any portion of the Facility impacted by the Permittee and its guests and invitees' use of the Facility pursuant to this Permit, regardless of whether such building, equipment, facilities, or property are located on or within the Facility, this includes 20 (twenty) stackable chairs and 3 (three)- 6' (six foot) folding tables available for use.
  - d. At all times throughout the term of this Permit, the Permittee shall abide by and shall faithfully comply with all federal, state, and local laws, rules, and regulations, including the City of Del Rey Oaks Municipal Code and all other rules and regulations established by the City, whether any of such rules and regulations are now in force or may hereafter be adopted or amended from time to time.
6. Limitations on Use. Use of the Facility shall be subject to the following limitations, in addition to those limitations which may be otherwise specifically set forth herein.
- a. No advertising or signs shall be exhibited and no solicitation or sales made at the Facility without the prior approval of the City Manager.
  - b. The Permittee will not engage in concession operations unless authorized by the City Manager.
  - c. At no time shall exits be covered or obstructed.
  - d. The Permittee shall not permit more than 49 persons standing or with chairs present and not more than 36 persons with tables and chairs present within the Facility, as determined by applicable Building and Fire Codes and Building and Fire officials.
  - e. No flammable materials will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame proofing and be approved by the Seaside Fire Department.
  - f. Gambling in all forms is prohibited.
  - g. Payment of all federal, state, and local taxes and assessments in connection with any event or program operated at the Facility by the Permittee shall be the liability and the responsibility of the Permittee.
  - h. The Permittee shall procure at its own expense all required licenses and permits necessary for the intended use or activity covered by this Permit.

- i. Smoking is prohibited within or outside the Facility.
- j. Alcohol is not allowed anywhere within the Facility or on the Facility grounds.

7. Authority of the City Manager. The Permittee understands and acknowledges that the City Manager is the individual responsible for the management of City-owned facilities and the Permittee shall fully comply with the directions of the City Manager and his personnel and in order to assure the safety and the welfare of the public and invitees and guests shall ensure that all invitees and guests fully comply with the requirements of this Permit and the directions and the requirements of the City Manager and his personnel. In case of any doubt as to the interpretation of any provision of this Permit, the interpretation by the City Manager shall prevail. In addition, the City Manager shall have the sole authority to decide and to resolve all matters not covered by this Permit.

8. Assignment. This Permit may not be assigned or transferred by the Permittee without the prior written approval of the City.

9. Indemnification and Hold Harmless. The Permittee shall indemnify, defend, and hold the City and its officers, employees, agents, and representatives harmless from any and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life or damage to any property of the Permittee or any of its guests or invitees and others, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or the intentional acts or omissions of the Permittee, its representatives, agents, guests or invitees and others, or on account of the Permittee's actions under this Permit, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents or representatives. Acceptance of insurance, if any, as may be required pursuant to this Permit does not relieve the Permittee from liability under this section. This section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damage and shall survive the expiration or termination of this Permit. The Permittee shall reimburse the City for all costs and expenses incurred by the City in enforcing the provisions of this section.

10. Compliance with Permit. In the event the Permittee shall fail to comply with any of the terms or the conditions of this Permit, the City shall have the right to immediately terminate this Permit and the Permittee shall have no further right to the privileges granted in this Permit and the Permittee shall thereupon pay to the City the amount of any and all damages arising out of, or resulting from, such breach of or default on the part of the Permittee, and the City shall also have the right to pursue such other legal remedy as may be available under the law or in equity.

11. Insurance.

- a. At the discretion of the City Manager and based upon the nature and the scope of the event proposed by the Permittee and the potential for personal or property damage during or as a result of the proposed event, the Permittee shall, throughout the duration of this permit, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, as may be required and revised by the City from time to time covering all operations of the Permittee, its agents and employees, performed in connection with this Permit including but not limited to premises and automobile. The Permittee may petition the City Manager for relief from the insurance requirements

set forth in this section and the City Manager's determination in response to such petition shall be the final disposition of the matter.

- b. Permittee shall maintain at all times the following coverages and limits subject to changes as may be required by the City:

General Liability

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Automobile Liability

Combined Single Limit Per Occurrence	\$1,000,000
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- c. All insurance companies affording coverage to the Permittee shall be required to add the City of Del Rey Oaks and its officers, employees, agents, and representatives as "additional insured" under the insurance policy.
- d. All insurance companies affording coverage to the Permittee shall be Insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the State of California.
- e. All insurance companies affording coverage shall provide thirty (30) days written notice by certified or registered mail to the City of Del Rey Oaks should the policy be cancelled or reduced in coverage before the expiration date.
- f. Permittee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Manager, concurrently with the submittal of this Permit
- g. Permittee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Permittee to provide such a substitution and extend the policy expiration date shall be considered a material default by Permittee. In the event the Permittee is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Permittee shall provide written confirmation of renewal, in a form satisfactory to the City of Del Rey Oaks, to act as proof of insurance only until such time as a certificate of such insurance has been received by the City of Del Rey Oaks.
- h. Maintenance of insurance by the Permittee as specified in the permit shall in no way be interpreted as relieving the Permittee of any responsibility whatsoever and the Permittee may carry, at its own expense, such additional insurance as it deems necessary.

12. Counterparts. This Permit may be issued in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Permit.

13. Waiver. It is agreed that a failure on the part of the City to take appropriate action or to declare this Permit terminated for default by Permittee in any one or more of the terms or conditions will not be considered or

