

## CITY OF LAKE FOREST FACILITY PERMIT APPLICATION PERFORMING ARTS CENTER

100 Civic Center Dr., Lake Forest, CA 92630 Phone: (949) 282-5214

Applicant:	Phone:
Address:	
City: Zip:	
E-mail (required):	
Additional Event Contact (Required):	Phone:
For business (Non-profit conditionts only)	
For business/Non-profit applicants only:	
Check One: Non-Profit Organization	Business/Commercial Enterprise
Organization Name: & Tax ID #	
Organization Address:	
City:	Zip:
Contact:	Phone:
Email:	Business Phone:
individual, or an officer of the organization or bus <b>Permit</b> is issued by the City, I do not have a guar	alf of myself, an organization or business, I certify that I am an siness, who is at least 21 years old. I understand that until a ranteed reservation, but a verbal account of availability at this ponsibilities and General Terms attached to this application.
Applicant Signature:	Date
	ayments will incur a 3% processing fee**



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Today's Date: Date Requested:	Event Type:Alternate Date (optional):			
Room Requested:  Event Details: (Event time/name. Please	Start/set-up:	am/pm	End/clean-up:	am/pm
Additional Room Requested:  Notes:  Additional Room Requested:				
Additional Room Requested:  Notes:	Start/set-u	ıp: am/	/pm End/clean-u	ıp: am/pm



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Estimated Total # of Attendees:
Estimated Adults: Estimated Children:
Is event open to the public? □Yes □No If yes, please provide the website where the public can purchase/reserve tickets.
Is this a Fundraising Event? □Yes <b>□</b> No
Is event free? ☐ Yes ☐ No If no, list admission charge \$
Facility needs: □ Tables □ Chairs □ Projector □Microphone □ DVD/TV □ Easel □ Podium
Will food be served? ☐ Yes ☐ No  If yes, what type? ☐ Catering If so select one: ☐ Buffet Style ☐ Table served
☐ Light Pre-Prepared/Prepackaged Delivered Foods
Will Alcohol be served? □ Yes □ No
Will Alcohol be sold during the event? ☐ Yes ☐ No (If alcohol will be served or sold, Alcohol license issued to organization or licensed caterer will be required)
Will there be music? ☐ Yes ☐ No Type of Music: (DJ, Band, CD's, etc.)
Will there be dancing? □Yes □ No (All events with dancing will require a dancefloor rental)
Will the event potentially have other service vendors (equipment rentals, photobooth, etc?)  □ Yes □ No  (All service vendors will be require to provide proof of liability insurance)



## CREDIT CARD AUTHORIZATION FORM

Please complete all fields. This authorization will remain in effect for seven business days following rental conclusion.

	Cred	dit Card Info	ormation	
Card Type:	☐Mastercard	□Visa	Discover	☐ AMEX
Cardholder N	ame (as shown on	card):		
Card Number	:			
Expiration Da	te (mm/yy):			
Cardholder Z	IP code (from cred	it card billin	g address):	
credit card about damages, result costs exceed Policy. I unde	ove, for costs relate	ed to emerg ity use. I u e, per the C ormation will	ency call out jan nderstand that I ivic Center Cam be saved to a s	ecure file for this
Card Holder Si	gnature			



#### **ADMINISTRATIVE POLICY**

## **Civic Center Campus Facility Regulations**

Rev. December 16, 2021

#### A. Purpose

The Civic Center Campus operates under the jurisdiction of the City of Lake Forest and is intended primarily for social, cultural, educational, and recreational programs that benefit the community. Individuals, community, and business organizations are permitted and encouraged to use the facilities located within the Civic Center Campus, which are available on a reservation permitted basis. City employees have the authority to enforce all rules and regulations governing the use of M.C. # 13.02.012.

The City does its best to accommodate all facility usage requests, as space and time permit. This policy outlines the regulations, procedures, fees, and priority systems for the use of the City facilities. This policy has been designed to provide for the safe, efficient, and equitable use of the facilities.

#### B. Applicability

This policy applies to all members of the public participating in any event and/or function held within the Civic Center Campus.

## C. <u>Provisions of the Policy</u>

The Civic Center Campus facilities provide:

- Use of a specially designated space and public areas.
- 2. Use of existing electrical and water utilities.
- 3. Kitchen rental including use of designated equipment.
- 4. Table and chair set up (with appropriate fees) as specified on the permit.
- 5. Audio-Visual equipment (with appropriate rental and/or technician fees).
- 6. On-site staff during function (with appropriate fees).

#### Permissible Uses; Appropriate and Inappropriate Conduct

- 1. The City reserves the right to deem any activity inappropriate for the Civic Center Campus.
- 2. Facilities are available for fundraising events that are conducted for municipal recreation and park improvements, charitable purposes, or for social betterment by local, non-profit organizations.
- 3. All activities shall be conducted in accordance with applicable laws, rules, regulations, and City ordinances.
- 4. The facilities may not be used for political activities of any kind.
- 5. No pets are allowed within the facilities except for trained service dogs.
- 6. Courtesy and safety are expected. Equipment abuse, profanity, and fighting are unacceptable behavior and may result in expulsion from the Civic Center Campus.
- 7. The Civic Center Campus is a non-smoking and drug-free zone as per MC # 13.28.040. The use of tobacco products is NOT permitted.
- 8. Absolutely no weapons are to be brought on to the Civic Center Campus.
- 9. No persons shall willfully mark, deface, disfigure, tamper with, displace, or remove any part of the Civic Center Campus, or the contents therein.
- 10. Children under the age of 18 must be supervised by an adult while in the facilities. An adult chaperone (21 years of age or older) will be required for every 10 youths (17 years or younger) attending a party or event. A list of chaperones may be required by staff prior to permit issuance.
- 11. Persons using the facilities shall obey all posted signs.

#### **Scheduling and Availability**

- 1. The Civic Center Campus facilities are not available for rentals on the following holidays:
  - a. July 4th
  - b. Labor Day
  - c. Veterans Day
  - d. Thanksgiving Day
  - e. Friday after Thanksgiving
  - f. Christmas Eve (after 5 p.m.)
  - g. Christmas Day
  - h. New Year's Eve
  - i. New Year's Day

- j. Martin Luther King Day
- k. Memorial Day
- 2. Facility reservations may be booked up to one year in advance. Requests for use of facilities must be received no less than 30 days in advance, unless approved by the City Manager, or his/her designee. Approval for use will be on a first come, first served basis and will depend upon space availability.
- 3. No permanent rental or assignment of the facilities shall be made to any individual or organization, unless approved by the City Manager or his/her designee. There will be no more than 12 rental days per fee group classification per calendar year, including but not limited to churches, schools, businesses, organizations, clubs, and other agencies not mentioned, unless approved by the City Manager, or his/her designee.
- 4. City-sponsored or co-sponsored uses shall have precedence over all other uses and over all other Applicants. Scheduling of the reserved uses and contractual recreation programs will be carried out at the discretion of the City Manager, or his/her designee, in a fair and equitable manner, to serve the recreational, social, cultural, educational needs of the public. In the event of a scheduling conflict, the City Manager, or his/her designee, reserves the right to reschedule any Applicant's reservation.
- 5. Community Center room rentals are available during select hours, space permitting, on the following days: Tuesday through Thursday from 9:00 a.m. to 9:00 p.m., Friday through Saturday from 9:00 a.m. to 11:00 p.m. and Sunday from 10:00 a.m. to 9:00 p.m. There is a minimum of a two-hour rental period for Tuesday through Thursday and a minimum of a four-hour rental period for Friday through Sunday for large rooms. Small rooms have a two-hour minimum Tuesday through Sunday. Monday room rentals require approval from the City Manager or his/her designee.
- 6. The Clubhouse Multipurpose room rental is available during select hours, space permitting, on the following days: Monday through Thursday from 4:00 p.m. to 6:00 p.m., Friday from 9:00 a.m. to 6:00 p.m., Saturday from 9:00 a.m. to 11:00 p.m. and Sunday from 10:00 a.m. to 10:00 p.m. There is a minimum of a two-hour rental period for Monday through Thursday and a minimum of a four-hour rental period for Friday through Sunday for large rooms.
- 7. Performing Arts Center facility rentals are available during select hours, space permitting, on the following days: Tuesday through Sunday, from 8:00 a.m. to

10:00 p.m., excluding the week of the first City Council meeting (weekend not included), and the third Tuesday of each month. There is a two-hour minimum rental period.

#### Reservations and Permitting

- 1. Permits will only be issued to persons 21 years of age and older. The person signing the permit **must be present at the event**. A picture I.D. may be required to verify age and/or residency. All correspondence and communication will be sent to the individual and address listed on the permit.
- 2. The group representative requesting a permit must meet with City staff prior to any approval for the use of a facility.
- 3. Approval for use of facilities located within the Civic Center Campus will be on a first come, first served basis, and will depend upon space availability.
- 4. If the request is approved, the permit will be signed by City staff and a copy will be provided to the authorized signee for the rental application.
- 5. A certificate of insurance, security, and additional forms may be required for events, programs, activities, and meetings at the discretion of City staff.

#### **Coordination of Event and Applicant Responsibilities**

- 1. City staff reserves the right to full access and inspection of all facility reservation areas at any time.
- 2. Applicants must provide additional equipment that is not provided by the City at the group's own expense. Such items may include but are not limited to extension cords, HDMI cords, laptops, whiteboards, linens, décor, and any other item not provided by the City.
- 3. A detailed room diagram, for large/small room set up or the Performing Arts Center lobby, must be submitted to City staff within 30 days of event. City staff will be responsible for completing the room/facility set-up according to the Applicant room set-up diagram submitted with the rental balance due at the permitted start time. Failure to provide a set-up diagram will result in a default room set-up that staff may not change.
- 4. Applicant is required to provide a list within two weeks of event of all service vendors, such as equipment rentals (i.e., dancefloors, outdoor heaters, etc.), DJ, or photo booth companies ("vendor information"), who will be entering the facility to assist in event set-up. All vendors must provide proof of insurance within two weeks of event. Where an event is booked with less than 30 days' notice, upon approval of the City Manager or his/her designee, then Applicant must provide vendor information and vendor proof of insurance within 48 hours of booking. Any vendor not on this list will not be allowed to enter and deliver items.

- 5. Staff is not authorized to sign or accept any deliveries. All deliveries must be accepted by someone from the Applicant's party within the reserved time.
- 6. Storage space is not available for groups using the facilities. Exceptions may be made with City staff approval for the Performing Arts Center, for large sets and props with consecutive performance days.
- 7. The hanging of event signage outside of the Civic Center Campus facilities is strictly prohibited.
- 8. Decorations and sets must be freestanding or tabletop. Nothing may be hung from the walls, ceilings, or affixed to any surface by tacks, staples, nails, tape, or any foreign materials, and loose confetti or glitter is prohibited, unless approved by City staff. If approved, an additional janitorial fee may be assessed.
- 9. The use of free-standing propane heaters will be addressed on a case-by-case basis.
- 10. Use of any type of candles or pyrotechnic devices on Civic Center Campus grounds must be in an enclosed vase and pre-approved by City staff.
- 11. All doors and emergency exits must remain unobstructed.
- 12. Staff reserves the right to monitor, regulate, and/or terminate the volume of amplified sound as to not disrupt other rental groups or residents. All amplified sound must cease no later than 10:00 p.m. Applicants shall be respectful of this requirement, or the rental permit may/shall be terminated, and the group asked to vacate the premises.
- 13. The Applicant is responsible for leaving the facility and its contents in the same condition in which these were found.
- 14. The Applicant is responsible for recycling and depositing all trash into appropriately labeled trash receptacles. Users who will have food sold or served as part of their reservation are required to recycle all food waste (organic waste) into labeled food waste receptacles. Dependent on the nature of the event, City staff may require applicant to develop a recycling plan and any additional trash and recycling services, in addition to City's current service levels, at the applicant's expense.
- 15. No persons shall willfully mark, deface, disfigure, tamper with, displace, or remove any part of the Civic Center Campus, or the contents therein.
- 16. Performing Arts Center lobby furniture may not be moved by Applicant.
- 17. Post-function: Removal of all non-City equipment and decorations from the facility at the conclusion of the function is required. Exceptions can be made for late evening events for equipment from rental companies, with the approval of City

staff. Items must be picked up by the opening of the facility the following day and applicant or approved event contact must be on site to ensure pickup of items.

#### **General Ticketing**

- 1. All ticketed theater performance events require Applicant to designate a person within their rental group as a House Manager. The House Manager will be responsible for overseeing the box office operations (if rented), lighting and sound technician instructions, attendee seating, and any backstage activities.
- 2. No admission fee may be charged without City staff approval. The City reserves the right to request a percentage of admission fees as part of the agreement.
- 3. The City of Lake Forest will be responsible for and will not issue exchanges or refunds on tickets sold by Applicant under any circumstances. All publications and offers for tickets sales must inform purchasers that the Applicant is solely responsible for the event, ticket sales, and any refunds.

#### Alcoholic Beverages Guidelines

- Any event that will be serving alcoholic beverages requires documentation of the following and must be supplied to City staff at least 30 days prior to the event (or within 48 hours for events booked with less than 30 days' notice):
  - a. General Liability Insurance, with proof of one million dollars general liability per occurrence, naming the City of Lake Forest officials, employees, agents, and volunteers as additionally insured on a separate endorsement page based on the activity and/or number of participants. A Host Liquor Liability Endorsement must be included in the General Liability Policy.
  - b. An alcohol license is required if alcohol is to be served during any scheduled activity. Alcohol licenses are issued to those selling alcohol, non-profit organizations, and caterers, only though the State Department of Alcoholic Beverages and Control (ABC). For more information and applications contact (657) 205-3522.
- 2. All rentals that will have alcohol served at their event will be assessed a 10 percent charge added onto the base room rental fee.
- 3. Alcoholic beverages are permitted only within the confines of the Civic Center Campus facilities. Beer kegs may be allowed with advanced City staff approval.
- Alcoholic beverages may only be served by licensed caterers/bartenders during any permitted event.
- 5. Applicants indicating the intent to serve alcoholic beverages will **not** be approved or permitted for any activity that has been, in the City's sole discretion, determined to have a youth emphasis. (i.e., birthday parties for minors or other student activities)

- 6. No alcoholic beverages will be served to a guest who appears to be overly intoxicated or inebriated.
- 7. Anyone who appears intoxicated upon arrival to the Civic Center Campus will not be allowed to enter the facilities and will be asked to leave the premises.
- 8. The consumption of alcoholic beverages is prohibited during set-up and clean-up time.
- 9. City staff reserves the right to terminate alcohol consumption at any time:
  - a. If conditions or behaviors are deemed unsafe;
  - b. At the request of the authorized signee of the rental application; and/or
  - c. In the event of a violation of the terms of the Facility Use Permit, facility rules, or local, State or Federal laws
- 10. All individuals purchasing or consuming alcohol must be at least 21 years of age and furnish proper identification upon request. Valid identification verifying age is required.
- 11. Alcoholic beverages are only permitted in staff designated areas and are NOT allowed to leave the facility.
- 12. Alcohol will be limited to service of two drinks per customer bar trip during public and private events.
- 13. The City will require and arrange for the use of security guard services whenever alcohol is served (at the Applicant's expense). The number of security guards and estimated costs of these services will be determined by event type, expected attendance and other factors.

#### Security

- 1. The City reserves the right to require security measures and personnel for any event.
- 2. Security services will be arranged for by the City at the applicant's expense. Based on the nature of activities, the number of participants, and alcohol provision, additional staff or security guards may be required.
- 3. Information regarding charges for security guard services will be provided to the applicant upon facility booking, subject to change if the terms and parameters of the reservation are modified.
- 4. The security guard fee will equal actual City cost for services and be added into applicant's total fees.

5. City staff, Law Enforcement, or security guards present at a rental activity may ask a rental attendee to vacate the facilities if they do not adhere to facility rules.

#### **Parking**

1. Parking is allowed in designated parking spots only. There is no fee for parking at the Lake Forest Civic Center Campus for City events or private rentals. Charging for parking is prohibited. The City of Lake Forest is not responsible for any lost, stolen, or damaged items in the Civic Center Campus parking lots.

#### **Catering and Kitchen Guidelines**

- 1. The kitchen is available when renting a large room or the Courtyard. At staff discretion, staff may authorize use of the kitchen for rental of small rooms. The City only allows licensed vendors, with health permits and insurance including City endorsement, to access the facility kitchen. These documents must be submitted and approved by City staff two weeks prior to event date.
- All food brought to the Community Center must be provided by a licensed caterer
  or restaurant. Kitchen is for prepping of food only. All food must be cooked in a
  commercial kitchen off site. Home cooked food is not permitted at Civic Center
  Campus facilities.
- 3. Most caterers will request access to the kitchen for use as a staging area, which will require the addition of the kitchen fee. This fee includes the use of the ice machine, sinks, refrigerator, food warmers, and microwave. Events with City approved preferred caterers will not be charged the kitchen fee.
- 4. Kitchen and its contents should be left in the same condition in which originally found.
- 5. All trash and garbage should be placed in the trash dumpster outside the facilities at the end of the event.
- 6. Children under 16 are not permitted in the kitchen at any time.
- 7. The group will be responsible for the replacement or repairs to any part of the kitchen or equipment therein, that has become broken, defaced, or damaged as a result of the rental.
- 8. Damage fees are based on replacement or repair costs incurred by the City and may exceed deposit amount. The City may take legal action to recover these costs.
- 9. A pre- and post-walkthrough are required.

- 10. All leftover food must be thrown away, removed from facility, or taken to the OC Foodbank or other non-profit organization. No food items may be stored for pick-up at a later date. Leftover food may not be distributed at the end of the event by a caterer to guests in accordance with the California Health Code.
- 11. The City assumes no responsibility for the preparation and service of any food items.
- 12. It is the responsibility of the rental group to provide serving trays and dishes, paper products, utensils, and all other catering items.

#### **Janitorial Services Guidelines**

- 1. The City reserves the right to require janitorial services at any activity held at the Civic Center Campus. All large room rentals will require adding on the janitorial service fee. Additional fees may be assessed, in the event of glass breakage, specialized cleaning, or other conditions, as deemed necessary by staff.
- 2. The flat rate for janitorial services is \$125 per day, per rental. The rental of multiple rooms will require the janitorial fee to be assessed for each room. For rehearsals in the Performing Arts Center, janitorial services may be waived at staff's discretion.
- 3. Emergency on call janitorial services are billed to the City at \$70 per hour, with a minimum of four hours. Should these services become necessary, the cost for services will be deducted from the deposit on file. If the deposit does not cover this cost, the City will charge the Applicant for the remaining fees to the credit card on file. The City may take legal action to recover these costs.

#### <u>Limitations on Liability</u>

- 1. The City shall not accept any legal responsibility for any act or incident arising from use of its property or equipment by any organization or group.
- 2. The City is not and shall not be held responsible for the loss, damage or theft of equipment or articles owned or controlled by Applicants, Applicants' vendors, or Applicants' guests.

#### Performing Arts Center Specific Policies

- 1. Stage and Performance Information
  - a. Normal heating and air conditioning, stage draperies, basic in-house stage lighting equipment, basic in-house sound equipment, dressing area, and backstage facilities are included in rental. Lighting and sound equipment may only be operated by City approved technicians (See Sound/Light Technician Services section).

- b. Set building or artwork, painting, etc. is not allowed in the Performing Arts Center.
- c. All drops, banners, curtains, drapes, and set pieces must be flame retardant. All sets, drapes, and technical equipment are subject to Fire Marshall inspection.
- d. Decorations and sets must be freestanding or tabletop. Nothing may be hung from the walls, ceilings, or affixed to any surface by tacks, staples, nails, tape, or any foreign materials, unless approved by City staff.
- e. The entrances and exits to the Performing Arts Center theater are not designed for passage of set pieces, stage props, concert instruments, or other equipment. These items will only be allowed through the backstage loading areas. All doors and emergency exits must remain unobstructed.
- f. Two-wire (ungrounded) electrical devices, except those that are internally grounded and insulated, are prohibited.
- g. Rigging is not available for scenery, flats, banners, pulleys, etc.
- h. Applicants may utilize the stage grand drape after City staff demonstrates proper usage.
- i. If Applicant uses wireless devices, such as microphones or radios other than those provided by the facility, the frequencies of the devices must be cleared in advance, as they may conflict with other wireless communications at the Civic Center.
- j. Applicant must discuss all set and light designs at least two weeks prior to first day of rental. Any special effects that could involve potential risk to participants or facilities must be approved by City staff before first use in a rehearsal. Artificial smoke, fog, haze, or snow may be allowed with City staff approval.
- k. The Performing Arts theater has one dressing room available for use with rental. This dressing room has seating and mirrors for nine people. This room has the option to be split into two separate dressing areas. Maximum capacity is strictly enforced in this area. Applicants may rent additional rooms at the Community Center for extra staging and prep areas.
- I. Applicant shall provide a list of all persons authorized to enter backstage and dressing room areas no later than one week prior to first rental date. Performers, crew, and organization participants shall only enter and exit backstage areas through the side stage doors, unless otherwise authorized by staff.

### 2. Box Office, Ticketing, and Advertising Information

- a. Ticketing for all events is the Applicant's responsibility.
- b. Box office use is included with stage rental on performance dates.
- c. The box office may be rented separately for advanced ticket sales for an event at the Lake Forest Performing Arts Center. A ticketing system must be in place to assure occupancy capacities are maintained.
- d. The seating capacity of the Performing Arts theater is 200. There are no exceptions.

- e. Standing or sitting in the aisles is not allowed in any circumstances. Every person, including performers and company personnel, must be in a seat for purposes of watching any performance or event. Applicant must account for this in maximum seating capacity.
- f. If tickets for an event are sold through a third-party distributor, the Performing Arts Center may be listed as the venue. It must be explicitly stated that the event is a rental and is in no way associated with the Performing Arts Center, the City of Lake Forest, or its affiliated entities.
- g. The Performing Arts Center reserves the right to cancel ticket sales that are handled inappropriately through the ticket box office.
- h. The City of Lake Forest will not issue exchanges or refunds on tickets sold by Applicant.
- Vendors should encourage attendees not to line up at the Performing Arts Center Box Office more than one hour prior to the event. Attendees or ticket purchasers must also abide by the Civic Center Campus closure hours.
- j. The Performing Arts Center cannot advertise on behalf of any Applicant. This includes print, digital media, television, radio, and signage.
- k. All advertisements or notices generated by the Applicant must not indicate, insinuate, or imply any endorsement by the Performing Arts Center, the City of Lake Forest, or its affiliated entities.
- I. The hanging of event signage outside of the Performing Arts Center is strictly prohibited. Internal signage related to the event may be placed in the lobbies on the day of the event with City staff approval.
- m. The following <u>must</u> be printed in all programs or schedules for events or activities in the Performing Arts Center:
  - i. No food, drink, gum, or tobacco products are allowed in theater.
  - ii. Please do not place your feet on the backs of the seats.
  - iii. Do not throw any items onto stage area.

#### 3. Concessions Information

- a. The Performing Arts Center will only allow concession sales in the lobby. The lobby must be approved for rental in order for concession sales to be allowed.
- Concessions are limited to prepackaged goods and must be approved by City staff. All Applicants must have appropriate temporary health permit from the County of Orange Health Department (TFF Category 1A).
- c. Eating and drinking are not permitted at any time in the theater. All food and drink must be consumed in the lobby.
- d. For alcohol information, refer to the alcohol policy section.

### 4. Sound and Light Technician Information

a. If rental request requires access to sound and lighting for a performance or production, the necessary technician(s) will be arranged by the City at the applicant's expense. Information regarding charges for technician services

- will be provided to the applicant upon facility booking, subject to change if the terms and parameters of the reservations are modified.
- b. The technician fees will equal actual City cost for services and be added into applicant's total fees.
- c. Only City technicians are allowed to control City owned lighting and sound equipment. In addition, only technicians and House Manager, as designated by rental applicant, may access the Performing Arts Center lighting and sound control booth.
- d. Any additional sound, lighting, or projection equipment that an Applicant needs to hook-up must be approved and tested by City staff two weeks prior to rental.

#### Payment and Fees

- 1. The City assesses usage fees according to the City Council approved Master Fee Schedule and based on the event's Group level, as defined below.
- 2. All fees are based on an hourly facility rate schedule. City staff will determine the rental rate after the submission of the authorized signer's rental application. Applicants requesting resident rates will be required to provide proof of residency. Groups requesting the non-profit rate schedule will be required to provide documentation verifying their non-profit status of a 501(c)(3) or otherwise approved non-profit agency as defined in the IRS tax code.
- 3. Additional fees may also be assessed for the serving of alcohol, additional services, and/or equipment required by the group or deemed necessary by City staff.
- 4. All facility deposits are due at the time of approval of the permit application to bind the rental use agreement. All facility rental fees are due at least two weeks in advance of the permitted date.
- 5. All fees, including deposit, will be processed (deposited) as received.
- 6. Fee payments may be made during business hours.
- 7. If an event continues after the permitted ending time, the City will assess a fee of double the hourly rate to the Applicant, charged against the Applicant's deposit.
- 8. Applicants, at their own expense, may be responsible for providing proof of General Liability Insurance (i.e., special event insurance) naming the City of Lake Forest as an additional insured based on the activity and/or number of participants. The following are some criteria, while in no way meant to be inclusive, that could determine whether an Applicant may be required to secure General Liability Insurance:
  - a. Any rental that includes third party set-up or providing entertainment.
  - b. Any rental activity that is co-sponsored by the City.

- c. Any rental that involves some type of physical or strenuous activity or competition.
- d. Any rental that may have an attendance of more than 50 people.

#### **Rental Applicant Group Classifications**

1. All Applicants are classified into one of the following Groups for priority and fee determinations:

#### **GROUP 1** CITY SPONSORED OR CO-SPONSORED

City held events or government and reciprocal use agreement agencies partnering with the City conducting social, cultural, educational, or recreational activities are considered in this group.

#### **GROUP 2** RESIDENT NON-PROFIT ORGANIZATION

Resident Non-profit organizations conducting social, cultural, educational or recreational activities are considered in this group.

#### **GROUP 3** RESIDENT PRIVATE PARTY

Residents requesting use for a private party are considered in this group.

#### **GROUP 4** NON-RESIDENT NON-PROFIT ORGANIZATION

Non-resident Non-profit organizations conducting social, cultural, educational or recreational activities are considered in this group.

#### **GROUP 5** NON-RESIDENT PRIVATE PARTY

Non-residents requesting use for a private party are considered in this group.

#### GROUP 6 RESIDENT BUSINESS / COMMERCIAL

Business and/or commercial group requesting rental of the facility are considered in this group.

#### GROUP 7 NON- RESIDENT BUSINESS / COMMERCIAL

Business and/or commercial group requesting rental of the facility are considered in this group.

#### 2. GROUP 1 REQUIREMENTS

a. The City Manager has the general authority to determine whether an agency, group, or event qualifies in Group 1. All events are subject to an application and approval process to determine Group 1 classification. Group 1 hourly rental rates are at no charge including janitorial fees. All other regulations and fees regarding facility rentals including, but not limited

- to, insurance requirements, alcohol, catering, deposits, security, and kitchen use apply to these events.
- b. Group 1 has priority over all other Groups, events, or uses of the facility. Staff representatives must book all Group 1 rentals with the City by filling out a form; staff will be required to book facilities two weeks in advance of a requested use but not more than six months in advance. Reservation requests made more than six months in advance of the requested date are subject to the City Manager's, or his/her designee's, approval.
- c. The City Manager, or his/her designee, will review requests for City Sponsored or City Co-Sponsored booking applications. All events will be scheduled on a first come, first served basis and subject to availability. The regulations described here apply to all facilities located at the Lake Forest Civic Center Campus.
- d. Applicants and/or events are eligible for Group 1 classification provided they meet the following criteria as either a City-Sponsored Event or a City Co-Sponsored Event type:

#### i. City Sponsored Events

Definition: A City Sponsored Event is a program-related activity approved as part of the City's regular operations that provides a direct public benefit to residents and/or the business community <u>and</u>: directly advances a City Department or Division's budget initiatives as defined within an approved budget or division work plan (excludes events hosted in conjunction with professional development organizations).

#### a. Eligible Applicants:

- 1. Staff on behalf of the City
- 2. Staff on behalf of a City Department or Division
- Agencies contractually obligated to host events on behalf of the City
- 4. City approved employee social club

#### ii. City Co-Sponsored Event

Definition: A City Co-Sponsored Event is an activity the City hosts in conjunction with an eligible outside agency as defined below. These events must:

- a. Align with a City Department's, and/or Division within a Department's, budget goals or initiatives, including professional development:
- b. Address topics defined within an approved work plan, including professional development;
- c. Offers an identified public benefit; or
- d. Be open to the public and/or the business community.

#### e. Eligible Co-Sponsors:

- 1. Government agencies servicing Lake Forest
- 2. Entities with reciprocal use agreements
- 3. Non-profit professional development organizations
- 4. Non-profit local government specialty organizations

#### iii. Additional Provisions for City Co-Sponsored Events:

- a. Each City Division will be provided with the opportunity to co-sponsor one event per Fiscal Year. Annual allocations of co-sponsored events are non-transferable between departments but may be transferred to separate divisions within the same department.
- b. The City Council, Commissions, City Attorney Division, Finance Non-Departmental Division, Orange County Sheriff's Department, and the Orange County Fire Authority will be provided with the opportunity to co-sponsor one event per Fiscal Year, with written authorization from the City Manager, or his/her designee, to book an event on the Civic Center Campus. Divisions requesting additional co-sponsored events may receive Group 1 classification approval from the City Manager or his/her designee.
- c. The City does not encourage a charge for admission/participation for co-sponsored events. Should the co-sponsor wish to charge for admission/participation, the City requires the co-sponsoring agency to provide in-kind benefits to the City equaling the fully burdened cost of a room rental at the most applicable Group classification, separate from Group 1.
- d. The City will review Group 1 Requirements on an annual basis, as necessary.

#### 3. GROUP 2 & 4 REQUIREMENTS:

All non-profit organizations requesting Group Classification 2 & 4 will be asked to submit proof of non-profit status (federal and/or state tax exemption determination letter required). To qualify for non-profit status, an organization must be organized and operated for the purpose described in the Revenue & Tax Code Sections (23701a-23701z).

#### Hourly Rental Rates and Fee Schedules are as follows:

		1	HOURLY	RENTAL RA	TES			
Room	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Deposit
			LAR	GE ROOMS				
Sequoia	No charge	\$180	\$240	\$300	\$480	\$600	\$750	\$500
Eucalyptus	No charge	\$75	\$100	\$125	\$200	\$250	\$300	\$200
Oak	No charge	\$75	\$100	\$125	\$200	\$250	\$300	\$200
Redwood	No charge	\$75	\$100	\$125	\$200	\$250	\$300	\$200
Oak / Redwood	No charge	\$120	\$160	\$200	\$320	\$400	\$480	\$250

Redwood / Eucalyptus	No charge	\$120	\$160	\$200	\$320	\$400	\$480	\$250
Performing Arts Center – Stage & Lobby	No charge	\$150	\$150	\$175	\$200	\$225	\$275	\$500
Clubhouse Multipurpose Room	No charge	\$120	\$160	\$200	\$320	\$400	\$480	\$200
			SMA	LL ROOMS			·	
Maple	No charge	\$50	\$60	\$70	\$80	\$90	\$110	\$50
Hickory	No charge	\$30	\$40	\$50	\$60	\$70	\$90	\$50
Palm	No charge	\$25	\$35	\$45	\$55	\$65	\$85	\$50
Spruce	No charge	\$20	\$30	\$40	\$50	\$60	\$75	\$50
Cypress	No charge	\$20	\$30	\$40	\$50	\$60	\$75	\$50
			OTHE	R AMENITIES	6			
Clubhouse Outdoor Patio	No charge	\$50	\$75	\$100	\$150	\$200	\$250	N/A
Courtyard	No charge	\$50	\$75	\$100	\$150	\$200	\$250	N/A
Turf Area	No charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Performing Arts Center – Lobby	No charge	\$10	\$20	\$30	\$40	\$50	\$65	N/A
Kitchen	No charge	\$10	\$20	\$25	\$35	\$40	\$50	N/A
Box Office	No charge	\$50/ day	\$50/ day	\$50/ day	\$50/ day	\$50/ day	\$50/ day	N/A

#### 5. Special Notes:

- Large rooms and other amenities have a two-hour minimum rental on Tuesday through Friday and four-hour minimum rental on Saturday and Sunday.
- b. Small rooms have a two-hour minimum Tuesday through Sunday.
- c. The Performing Arts Center has a two-hour minimum.
- d. Facility fees will not be prorated for less than one hour.
- e. For events with alcohol a 10% surcharge will be added to total base rental fee.
- f. Staffing fees will be assessed per City's discretion.
- g. Janitorial fee is charged for all rentals, regardless of group classification.
- h. Fees and policies are subject to change per administrative action.

#### ADDITIONAL FEES (MAY BE REQUIRED FOR RENTALS)

<u>ITEM</u>	<u>FEES</u>
Staffing	\$25 per hour
Security Guard(s)	Actual Cost as required – See Security section in policy

Sound Lighting Technician	Actual Cost as required – See Sound and
	Light Technician Information section in
	policy

#### **EQUIPMENT FEES (OPTIONAL)**

<u>ITEM</u>	<u>FEES</u>	
LCD Projector	\$100	
TV/DVD	\$25	
American Flag	N/C	
Easel	N/C	
Podium	N/C	
Coffee Makers	\$10 each	

#### Damage and Deposits

- 1. A pre- and post-function walkthrough is required. City staff will visually inspect the building immediately before, during, and after a function with the authorized signer and/or event contact on the rental application. Within two weeks, City staff will contact the group to discuss any issues noted during the walkthrough and the course of action to be taken.
- 2. The authorized signee of the rental application is required to attend the duration of the rental activity and remain on the premises.
- 3. Damage fees are assessed in the following situations or as deemed necessary by City staff based on the Facility Inspection Report:
  - a. Removal of carpet stains requiring more than standard extraction techniques.
  - b. Stains on walls.
  - c. Broken furniture and/or equipment.
  - d. Defacement of any part of the interior or exterior of the building.
  - e. Damage to the Civic Center Campus grounds, including landscape.
  - f. Damage created by improper use of equipment or non-compliance of facility rules.
  - g. Equipment found to be missing as a result of a group using the building.
  - h. Police called for emergency/disturbance.
- 4. Damage fees are based on replacement or repair costs incurred by the City and may exceed deposit amount. The City may take legal action to recover these costs.

#### **Cancellation Policy**

All cancellations must be submitted in writing.

2. Rentals dealing with inclement weather will be addressed on a case-by-case basis.

Written Cancellation Notice	Facility Deposit Refund	Facility Fee Refund*
30 Days or more	0%	100%
29 Days - 15 Days	0%	50%
14 Days or Less	0%	No refund

<sup>\*</sup>Less costs incurred for staffing/security guard services/janitorial services.

#### D. Staff Responsibilities

- 1. Documentation: All situations resulting in cancelling or terminating an activity or permit of an Applicant will be documented in a City of Lake Forest Incident Report.
- 2. Notification: Staff shall provide a written notice explaining the violation and cause of the cancellation to any person who has their permit cancelled or terminated.
- 3. Retention: Incident Reports and Written Notices shall be retained per the City's Records Retention Policy.

#### E. Appeals

Applicants who are denied a rental permit shall have 10 days from the date of the denial to request an appeal hearing with the Deputy City Manager. The appeal request shall be in writing and submitted to the Deputy City Manager. Within 20 days of receiving the appeal request, the Deputy City Manager shall provide the appeal hearing. The Deputy City Manager shall have the right to grant the applicant a permit and authorize the rental, uphold the denial, or take any other action deemed appropriate. The denied applicant may appeal the decision of the Deputy City Manager to the City Manager, or his/her designee. The City Manager, or his/her designee's decision on such appeal, shall be final.

#### F. <u>Authority</u>

This Policy is adopted pursuant to the authority granted in and consistent with Chapter 13.04 of the Lake Forest Municipal Code, along with the authority of the City Manager. This Policy may be amended at the discretion of the City Manager at any time.

Debra Rose, City Manager

Date