PERMIT #: _____

City of Morro Bay
Recreation and Parks
1001 Kennedy Way ▪ Morro Bay, CA 93442
(805) 772-6278 ▪ FAX:(805) 772-2693

FACILITY USE APPLICATION

Group or Company Name: (Applicant's Name)_____

❑ Resident ❑ Non-Resident ❑ Profit ❑ Non-Profit IRS #:_____

Contact Person:_____

Mailing Address:_____

City:_____ State:_____ Zip_____

Telephone: Home:_____ Work:_____ Fax:_____

Cell:_____ EMAIL:_____

FACILITY REQUESTED :

Veteran's Memorial Building (VMB)

❑Assembly Room ❑Meeting Room
❑Kitchen/BBQ ❑Stage

Morro Bay Community Center (MBCC)

❑Conference Room ❑Working Kitchen ❑Auditorium East
❑Studio ❑Catering Kitchen ❑Auditorium West
❑Multi-Purpose Room ❑Other:_____

EQUIPMENT REQUESTED:

Tables:
❑Rectangular: Quantity:_____
❑Round (MBCC Only): Quantity:_____

Chairs:
❑Quantity:_____

❑Portable Stage ❑Projection Screen ❑House Audio System
❑Podium ❑Microphone ❑Coffeemaker

MBCC has 20-5' round, 8-6' round, and 35-6'x30" rectangular tables, 380 chairs available. **VMB** has 24-8' rectangular tables, 180 chairs available.

EVENT DATE AND TIME REQUESTED:

Day and Date: _____

Set-up From: _____ To:_____

Actual Event From: _____ To:_____

Clean-up From: _____ To:_____

TOTAL HOURS: _____

EVENT INFORMATION:

Name of Event:_____

Purpose:_____

Estimated Attendance:_____ Adults:_____ Youth:_____ % of Morro Bay Residents:_____

Will a fee be charged? ❑NO ❑YES: please explain:_____

Do you plan to have amplified music/sound (ie: live music, DJ, Dancing, etc.)? ❑NO ❑YES: Explain_____

Will alcohol be consumed? ❑NO ❑YES Will alcohol be sold? ❑NO ❑YES ***(An ABC License will be required)***

If you want your event to be listed on the community calendar and/or website, and to learn about other potential promotional opportunities, please contact the ***Morro Bay Chamber of Commerce at (805) 772-4467.***

- **General Liability Insurance with a Policy Endorsement naming the City as Additional Insured will be required for all events.**
- **This application must be accompanied by a Permit Processing Fee and Security Deposit check.**
- **Security Deposit will be returned following a satisfactory conduct report post-event.**
- **Post-event charges will be charged to your permit and paid through your Security Deposit check. Balance of your Security Deposit will be mailed to you.**
- **Public places are Smoke Free Zones, therefore smoking is prohibited within the permitted area(s).**

AGREEMENT FOR USE OF CITY PROPERTY:

"The undersigned, herein known as the applicant, understands and agrees that he/she and/or the organization that he/she represents shall assume all risks for loss, damage, liability, injury, cost or expense that may occur during or as a result of use listed above; the applicant further agrees that in consideration of permission to use City property above, he/she and/or the organization will defend, indemnify, and hold harmless the City of Morro Bay and the City's officials, employees and agents from and against all claims, liability, damages, and/or injuries to persons and property (including demands, losses, actions, causes of actions, damages, liabilities, expenses, charges, assessments, fines or penalties of any kind, and costs including attorney fees and litigations expenses) from any cause arising out of or relating (directly or indirectly) to this Permit for use of City property. The applicant further agrees to be personally responsible for any damage sustained to the grounds, building, fixtures or equipment, as a result of their use of City property. The applicant further certifies that he has read (or had interpreted), understands and agrees to abide by any and all attached reservation policies of the City of Morro Bay Recreation and Parks Department."

_____ _____

Applicant's Signature ***Date***

(RULES AND REGULATIONS ON BACK)

POLICIES FOR USE OF CITY OF MORRO BAY FACILITIES

All City parks and facilities are intended for the recreational use of residents of the City of Morro Bay. When not in use for City business or recreation programs, the parks and facilities may be used by local groups and individuals for social, cultural and recreational activities.

A. Use of facilities shall not be granted when for any reason as determined by the Recreation and Parks Department, such use may not be in the best interest of the Department or the City of Morro Bay.

B. The City of Morro Bay is NOT responsible for accidents, injury or loss of individual property in any of its facilities or parks.

C. The individual or organization granted use of the facilities shall be held responsible for reimbursing the City for any loss or damage to City property caused by use.

D. No use of facilities or open space shall be granted in such a manner as to constitute a monopoly for the benefit of any person or group.

E. Permission for use of facilities will be granted upon the condition that all rules governing use of facilities will be followed. PERMISSION MAY BE REVOKED AT ANY TIME FOR FAILURE TO DO SO. These rules are subject to change by the Recreation and Parks Commission of the City of Morro Bay.

F. THE CITY OF MORRO BAY DISCOURAGES THE USE OF SINGLE-SERVING WATER BOTTLES AND STYROFOAM BY PRIVATE PARTIES WHO USE CITY OWNED PARKS AND FACILITIES.

RULES FOR FACILITY USE

Application: Any person or group wishing to use a facility must fill out an application. If the schedule is clear for the date requested, staff will assign a category and estimate fees. No application will be accepted without a processing fee and deposit.

Availability: The MBCC is open for use on a scheduled basis only from 7:00 a.m.—1:00 a.m. daily. No event shall be allowed beyond the 1:00 a.m. deadline. The VMB is open for use on a scheduled basis only from 7:00 a.m.-11:00 p.m. daily. No event shall be allowde beyond the 11:00 p.m. deadline.

Approval: If the application for use is found to be in good order, the permit for use of the facility shall be issued with an invoice for use fees. Permits will be issued to adults only.

Reservations

A. Reservations must be finalized with payment in full **30 days prior to use** to allow for scheduling of staff and for checks to clear. Cash or Money Orders may be required for first time users.

B. Cancellations must be made 14 days prior to scheduled use for any refund of fees paid. Failure to do so will result in assessment of a 20% administrative fee to the group or individual. Processing Fee is non-refundable.

C. Users shall be required to provide liability insurance naming the City of Morro Bay as additional insured from an "A" rated company. Both a Certificate of Insurance **and** a Policy Endorsement are needed.

D. The City reserves the right to refuse to permit any activity which is inappropriate for a public facility or not compatible with the structure and/or surrounding neighborhood. In no case will a refusal be based on applicant's race, color, national origin, or sex.

E. The City reserves the right to cancel any applicant's reservation with 14 days notice due to a scheduling conflict, or with no notice in the event of an emergency closure of the facility.

F. Reservations will be accepted up to four (4) months prior to the date requested. Exceptions to this rule can be granted only by the Director of Recreation and Parks for special circumstances. A letter to waive policy for special circumstances is required.

G. Standing reservations for use of the Veteran's Hall for a regular user shall be granted for no more than one use in any one week period of the year from January to December. Requests for use shall be submitted in October of each year.

H. Uses of the Community Center by groups or individuals not affiliated with the Recreation and Parks Department shall be limited to one (1) every four (4) months.

I. Public Places are Smoke Free Zones, therefore smoking is prohibited within the permitted area(s).

J. The use of amplification equipment, of any type, is expressly prohibited in the facility without written permission from the Recreation and Parks Department.

K. The sale or consumption of alcohol is hereby prohibited unless written permission or a permit approving such sale or consumption is issued by the Recreation and Parks Department and liability insurance is provided pursuant to Rules For Facility Use, Section C above.

L. Failure to comply with any of the above stated policies may result in cancellation of contract and forfeiture of fees.

Security Deposits

A. The security deposit in full is required prior to any application being accepted.

B. The City reserves the right to require additional security deposit limits at its discretion.

C. The deposit is refundable if the property is left clean and undamaged. If additional cleaning and repair is needed, post-event charges will be deducted from the Security Deposit and balance refunded by check.

Promotion

A. Any advertising or promotion done for any event to be held at a City facility must comply with all the laws and ordinances of the City of Morro Bay, the County of San Luis Obispo, and the State of California.

B. All applicants must obtain written permission by the City prior to any planned telecast recording of an event or activity at a City facility.

C. No written materials shall be placed in, on or about a City facility without written approval of the City.

D. Any type of promotion initiated by an applicant prior to reservation confirmation in writing may result in loss of reservation and fees.

Staff

Facility Attendant

1. A facility attendant shall be present at all times when the facility is in use. This fee will be charged back to the user.
2. The attendant is in charge at all times. The function will be terminated if rules are not adhered to.

Security Guards

1. Security guards are hired by the City with fees charged to the user.
2. The Recreation and Parks Director may use discretion in designating an increased/decreased number of security guards for any function, or eliminating the requirement for security guards based solely on a groups past use of City facilities.
3. Minimum requirements for high-risk events are one security guard for each 100 guests. High-risk events include weddings with alcohol, dances (live band or amplified music) and social events with alcohol.
4. Any group with participants under the age of 18 may be required to have staff approved chaperones.

Concessions and Kitchen Use

A. The City has the right to approve and regulate food and drink concessions.

B. No food or drink will be allowed in the facility unless authorized by City permit.

C. On-premise sales or solicitations during a rental (I.e.: programs, T-shirts, etc.) by profit-making groups must relate to the event and must be approved by the City. Arrangements are subject to payment of a minimum of 10% of gross receipts to the City.

D. Kitchen use at the Community Center is subject to payment of a clean-up fee, assignment of a kitchen monitor and orientation of kitchen users to the facility.

Set-up and Clean-up

A. Set-ups at any City facility is to be completed by the applicant during rental agreement hours, or the City will set-up and clean-up at the users expense, outside of the rental agreement hours.

B. Equipment must be reserved in advance. No equipment shall be removed from the facility without written permission from the Department.

C. Any damage to the premises, any damage or theft of any furnishings or equipment on the premises, by the applicant or guests will be charged to the applicant.

D. All clean-up will be completed by the City and charged to the user at a productive hourly rate. Regular users who have demonstrated experience in performing clean-up may be allowed to clean-up facilities with approval of the Director of Recreation and Parks.

E. Decorations must be approved by the Recreation and Parks Department. Examples of prohibited materials include cellophane adhesives, nails, screws, staples and adhesive tape. All materials must be fire proof or fire retardant.

Fees

A. All City sponsored events are exempt from fee schedule.

B. Events hosted by City staff for the express purpose of education or professional development will be exempt from rental fees and catering policies.

C. Any non-profit group activity or event charging admission or soliciting donations must pay to the City 10% of their gross receipts or the scheduled rental fees, whichever amount is greater.

TO OBTAIN CITY ISSUED INSURANCE
FOR YOUR EVENT, PLEASE COMPLETE THIS
SHORT FORM EVENT HOLDER APPLICATION

(To be attached to Permit Application – Retain in City files)

Name and Address of Renter or Event Holder: **(Same as on Facility Use Application or Public Area Use Permit)**

_____

_____

Contact Person: _____ Daytime Phone Number: _____
(Authorized to sign all documents)

Event Date:_____ Time: (include setup and take down) _____

Location: _____Detailed Description of Event: _____

_____

Total Attendance (per day) including all participants, spectators, guests, exhibitors, performers, entertainers, volunteers and employees:

Day One_____ Day Two_____ Day Three_____ Day Four_____ Day Five_____

ADDITIONAL EVENT EXPOSURES	**YES**	**NO**	**HOW MANY?**
Vendors/Exhibitors/Concessionaires?	_____	_____	_____
Caterer?	_____	_____	
Liquor Served?	_____	_____	
Liquor Sold?	_____	_____	
Food/Non-Alcoholic Beverages Served?	_____	_____	
Food/Non-Alcoholic Beverages Sold?	_____	_____	
Entertainment Activities? (PROVIDE A LIST)	_____	_____	

Have you held this event or a similar event in the past? ☐ **Yes** ☐ **No**

If yes, have accidents, incidents, claims or loss arisen from such event? ☐ **Yes** ☐ **No**

Please review contracts and attach a separate sheet, listing names and addresses of all parties requiring to be named as Additional Insured.

The event premium includes a premium charge for the owner/lessee as additional insured.

CITY OF MORRO BAY
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All space rental including short-term space rental for special occasions to groups who have no employees, such as club functions, weddings, dances, picnics or social dinners, craft exhibitions, or classes, animal shows and recreational and sports activities, **must fulfill the Insurance requirements for Lessees. (Below).** Special events policies are available through the Recreation and Parks Department; costs as set forth in the Master Fee Schedule. Enclosed is an Event Holder Application to assist you in this process.

INSURANCE REQUIREMENTS FOR LESSEES
(NO AUTO RISKS)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (for lessees with employees).
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1.	General Liability:	**$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2.	Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
3.	Property Insurance:	Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City **before** use of City premises. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Sub-lessee

Lessee shall include all sub-lessees as insureds under its policies or shall furnish separate certificates and endorsements for each sub-lessee. All coverages for sub-lessees shall be subject to all of the requirements stated herein.