

**CITY OF LOMA LINDA**  
**FACILITY USE AGREEMENT**  
**FOR**  
**COMMUNITY ROOM**



**CITY OF LOMA LINDA**  
**25541 BARTON ROAD**  
**LOMA LINDA, CALIFORNIA**

- I. POLICY STATEMENT**
- II. RULES AND REGULATIONS**
- III. USE OF FACILITY**
- IV. DAMAGES**
- V. APPLICATION AND PAYMENT PROCEDURE**
- VI. RENTAL FEES**

## I. POLICY STATEMENT

- A. It is the City of Loma Linda (“AGENCY”)’s desire that all patrons who use the Community Room/Center (“FACILITY”) are able to enjoy the facility. This Facility Use Agreement (“AGREEMENT”) has been set in place to achieve that goal.
- B. The person signing this AGREEMENT and the organization on whose behalf the FACILITY rental is being made (collectively the “RENTER”) are jointly and individually responsible for compliance with this AGREEMENT. All renters are required to read and sign this AGREEMENT as part of the rental.

## II. RULES AND REGULATIONS

- A. RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- B. RENTER 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 appropriation sanitation practices, physical distancing, limit on size of gatherings, etc.
- C. AGENCY reserves the right to immediately revoke RENTER’s right to use of the FACILITY should RENTER fail to comply with any provisions of this section.
- B. RENTER is held responsible for the conduct of all participants, invited or uninvited, during use of the facility.
- C. RENTERS and their party using the FACILITY are prohibited from the following actions/behavior/activities:
  - Alcoholic beverages.
  - Smoking.
  - Use of devices or objects that emit an open flame, synthetic or artificial smoke, vapors, fog, haze, mist, gas, steam, etc. is strictly prohibited.
  - Use of thumbtacks, pushpins, nails, tape or other materials considered to be harmful or defacing to the building.
  - The use of rice, birdseed or confetti.
  - Unruly behavior such as shouting and profanity and any unwelcome behavior which can be considered disruptive and/or potentially hazardous to the safety and well being of any persons on the premises (including the entire Civic Center area), or hazardous to the building itself, its contents and/or the general physical surroundings.
  - The possession of a weapon or other dangerous device. The possessor is subject to immediate removal from the premises, possible arrest and prosecution.
  - Neither pets nor other animals (with the exception of Guide dogs) are permitted on the premises, unless a part of an authorized activity.
- D. One adult chaperone for every 10 minors using the FACILITY shall be required. Children are not allowed to run free outside of City Hall and must be supervised at ALL times.
- E. AGENCY facilities may not be used by any individual, groups or organization which has as one of its objectives to overthrow the United States Government, or by an individual or organization deemed subversive under State or Federal law.
- F. The RENTER is responsible to set-up tables and chairs for their event.
- G. No equipment or furnishings shall be removed from the premises or stored on the premises without permission of the City Council and/or their designated representative.
- H. Decorations are only allowed on tables. No decorations are allowed on the walls, window coverings or ceiling of the room. They must be flameproof material and removed at the end of the event.
- I. Eating and drinking (non-alcoholic beverages) are permitted only in designated facility.
- J. All activities must cease by 12:00 midnight.

- K. RENTER and their party must vacate facility at the ending time specified on application. This includes completion of any cleaning necessary per the FACILITY Policy.
- L. The facility must be left clean and orderly. Floors must be swept and all food picked up. Tables, chairs, counters and sinks must also be wiped down. Decorations must be removed.
- M. The AGENCY of Loma Linda reserves the right of full access to all activities at any time in order to insure that all rules, regulations and AGENCY and State laws are being observed.
- N. The City Manager, or his designated representative, reserves the right to cancel or refuse use of the FACILITY if such action is deemed necessary. Whenever possible, a twenty-four (24) hour notice will be given to the RENTER. Factors influencing such action may include, but will not be limited to:
  - 1. Violation of FACILITY Policy by RENTER during a previous use of the facility.
  - 2. Incidents requiring intervention of City personnel or representatives (i.e. Fire Department, Sheriff's Department, Public Works Department, etc.) during a previous use of the facility by RENTER.
  - 3. Any act or threat of physical violence by RENTER or RENTER's participants towards City personnel or representatives, including intimidation, harassment, and/or coercion.

### III. USE OF FACILITY

- A. The kitchen facilities are provided only with use of the FACILITY. It is equipped with stove, oven, refrigerator and microwave. It has available **12 tables** (6ft x 2 ½ ft.) and **80 chairs**. Maximum seating capacity is: **Assembly –120 (chairs only)** and **Dining– 80 (tables and chairs)**.
- B. RENTERS using the kitchen shall furnish their own dishes, silverware, cooking utensils, towels, soap, brooms, mops, etc.
- C. Men's and women's restrooms are provided.
- D. The square footage of the room is 2,127.

### IV. DAMAGES

- A. The AGENCY shall not be held responsible for loss, damage or theft of any equipment or personal articles owned, leased or rented by RENTERS or their party using the FACILITIES.
- B. Any damage to the premises, equipment or furnishings must be reported immediately and arrangement made for its repair or replacement at the expense of the RENTER. Such charges will include, but are not limited to:
  - 1. Cost of labor and materials required to repair damages.
  - 2. Cost for theft of items missing from the Civic Center facilities.
  - 3. Cost of additional cleaning or other expenses incurred due of RENTER's use of the facilities.
 RENTER may be subject to possible cancellation and/or refusal of any future reservations for use of the FACILITY from the result of these actions.
- D. RENTER shall indemnify, defend, and hold harmless the AGENCY, and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgements, losses, costs, expenses, or damages, including liability for injuries, or illnesses to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with RENTER;s use or occupancy of the FACILITY and adjoin property, unless solely caused by the gross negligence of willful misconduct of the AGENCY, its officers, employees, or agents. In the event the AGENCY indemnitees are made a part to any action, lawsuit, or other adversarial proceeding arising from RENTER's use or occupancy of the FACILITY and adjoining property, RENTER shall provide a defense to the AGENCY indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.
- E. Renter waives any right of recovery against AGENCY, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with RENTER's use or occupancy of FACILITY and adjoin property, even if AGENCY, it's officers,

employees, or claims or damages caused by the AGENCY's sole negligence, gross negligence, or willful misconduct.

- F. RENTER waives any right of recovery against AGENCY, its officers, employees, or agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of "acts of God" to AGENCY, its officers, employees, or agents.
- G. RENTER shall report any personal injuries or illnesses or property damage arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of FACILITY and adjoining property to AGENCY in writing and as soon as practicable, but in no event not less than 72 hours after occurrence.

V. APPLICATION & PAYMENT PROCEDURE

- A. Reservations(s) will be scheduled upon receipt of completed application and deposit. **A non refundable \$25.00 deposit towards your rental fee is required for each reservation.**
- B. An ACCESS KEY CARD will be issued for entry into the FACILITY. The key is programmed to be activated to your event time. Replacement Card fee is \$15.00. If your Card fails to allow access, please call the *AGENCY's On-Call personnel at (909) 478-4272, or call the weekend crew at (909) 809-8551 Friday through Sunday 6:00am to 4:00pm.* Medical Emergencies call 911. **If you would like to use the piano you will need to request a piano key.**
- C. The fee balance must be paid in full on or before (3) three weeks of the event. Unpaid reservations will be cancelled.
- D. For reoccurring reservations, the fee balance for each reservation for the month is due on or before three (3) weeks prior to the first reservation of the month.
- E. All **cancellations** must be in writing and received by the City 10 business days prior to event. Any paid rental application fees will be reimbursed, less an administrative processing fee of \$25.00.
- F. A \$25.00 administrative fee is required for any date or time changes to a reservation. This fee is due at time of request.
- G. No reservation changes can be made on the day of the event.

VI. RENTAL FEES

Classification	General Description	
Class I	City conducted meetings	No Charge
Class II	Loma Linda Residents (with proof of residency)	\$150.00/2-hour minimum/\$30.00 for each additional hour
Class III	City Council/City Employees	\$150.00/2-hour minimum/\$30.00 for each additional hour
Class IV	Non-Loma Linda Resident	\$175.00/2-hour minimum/\$55.00 for each additional hour
Class V	Special Arrangements:	
	Tax Aide Assistance Program	No Charge
	Chamber of Commerce	No Charge

CITY OF LOMA LINDA  
APPLICATION FOR USE OF CIVIC CENTER COMMUNITY ROOM

TODAYS DATE: \_\_\_\_\_

Please Print Legibly

Name of Contact Person (Renter): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Organization: \_\_\_\_\_

Home/Cell Phone: \_\_\_\_\_ Business Telephone: \_\_\_\_\_

FAX No. \_\_\_\_\_ Email Address: \_\_\_\_\_

California Driver's License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_

Date of Use: \_\_\_\_\_ Rental Time (Include set-up & clean up time) \_\_\_\_\_ to \_\_\_\_\_

Estimated Attendance: Adults \_\_\_\_\_ Teens \_\_\_\_\_ Children \_\_\_\_\_ TOTAL \_\_\_\_\_

**RENTER/CITY OF LOMA LINDA LIABILITY AGREEMENT: (Read carefully before signing)**

\_\_\_\_\_ I have received and **read** the FACILITY Policy. I will be present and responsible for enforcement of said policy. I certify  
*Initial* that the above statements are true and correct. I understand that any misstatement or omission of a material fact may be sufficient cause for cancellation of use of the building. I am aware that all application fees must be paid in full on or before three (3) weeks prior to the event.

\_\_\_\_\_ I agree that NO decorations will be placed on the walls, window coverings, or ceiling of the room. I understand that I will be  
*Initial* held responsible and pay any applicable damage fees if this policy is violated.

\_\_\_\_\_ Changes to my reservation must be completed and paid during normal business hours.

The RENTER undertaking use of the FACILITY and by signing this application or by using the FACILITY do covenant and agree to indemnify, hold harmless, and defend the City, its offices, agents, representatives, officials and employees and each of them from and against; a) any and all claims by or on behalf of any person arising from any act or omission of the applicant or RENTER undertaking to use the room or their agents, servants, employees or devices; and b) all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon. In the event that a claim, action or proceeding is brought against the AGENCY or any of its respective officers, agents, representatives, officials, and employees, with respect to which indemnity may be sought hereunder, the RENTER undertaking use of the room shall, upon written notice from the AGENCY, assume the investigation and defense.

\_\_\_\_\_  
Signature of RENTER \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signature of City Manager or Authorized Designate \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*  
**FOR OFFICE USE ONLY:** VERIFICATION OF DRIVER'S LICENSE \_\_\_\_\_ EMPLOYEE INITIAL \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_ TOTALHOURS \_\_\_\_\_ AMOUNT \_\_\_\_\_

CARD # \_\_\_\_\_ KEYS \_\_\_\_\_ DEPOSIT \_\_\_\_\_

CARD ACTIVATE: \_\_\_\_\_ CARD RETURNED DATE: \_\_\_\_\_ TOTAL \_\_\_\_\_

POST ON CALENDAR \_\_\_\_\_ KEYS RETURNED DATE: \_\_\_\_\_ DUE DATE \_\_\_\_\_