

YORBA LINDA PUBLIC LIBRARY FACILITIES USE CONTRACT

Application Procedure

- A. Patrons shall be financially responsible for personal injuries or property damages arising from the meetings or activities. A copy of the Use Policy will be provided upon request.
- B. All reservations must be made in writing by completing a Yorba Linda Public Library Rental Application, Facility Use Contract, Incidentals Credit Card Authorization Form, and meeting all of the contract requirements. The reservation is not confirmed until the user has received an approved copy of the contract signed by an authorized representative of the Library.
- C. A copy of the cancellation policy will be provided.
- D. A copy of the alcohol policy will be provided upon request.
- E. A copy of the facility summary which includes maximum seating capacities is provided upon request.

Deposits/Payment Procedures

- A. If the rental date is within sixty (60) days, or the total rental amount is less than \$500.00, full payment is due at the time of booking. If the rental date is more than sixty (60) days from the time of booking, a \$500.00 initial payment is due, for the Community Room, at time of booking. Sixty (60) days prior to the event, final balance is due.
- B. When alcohol is being served at events with 100 or more people, you must hire a security guard. See Alcohol Use Policy for more information.
- C. Visa, MasterCard, Discover, American Express, check, cash or money order are acceptable methods of payment.

General Regulations

- A. Reservations must be made in writing a minimum of fourteen (14) days in advance. If alcohol is to be consumed, reservations need to be made at least 30 days in advance.
- B. Deposits and/or fees will be retained upon written cancellation by patron. See cancellation policy.
- C. Animals are not permitted in the Library unless they are used in aiding a disabled individual.
- D. Liability- The Yorba Linda Public Library is not liable for accidental injury to persons or loss or damage of group or individual property or loss of property. The City shall require proof of insurance coverage.
- E. Minors- Groups of minors shall be supervised by one adult for every 20 minors at all times while they are using the Yorba Linda Public Library.
- F. The Yorba Linda Public Library shall not rent, lease, or allow use of its public facilities by any person or organization that illegally discriminates on the basis of race, color, creed, marital status, sex, religion, national origin, ancestry, or mental or physical disabled. The Library reserves the right to deny any applicant based on security concerns and/or safety concerns.
- G. Applicants and/or organizations can reserve up to twelve (12) consecutive weeks per contract and is limited to one booking per week and per room. A contract is renewable the eleventh (11) week for the next twelve (12) consecutive week period.
- H. The contract holder must be present during the contracted event at all times. Failure to be present may result in the terminating the activity immediately and forfeiture of the refundable deposits and all the room fees, which have been paid.
- I. Events utilizing an outside caterer must provide a copy of the caterer's insurance information thirty (30) days prior to the event date.
- J. Food shall not be prepared on the Library and Cultural Arts Center Campus.

Supervision

- A. A Library employee or employees shall be present during your reservation. The Library employee(s) shall be responsible for and have authority to request changes in activities or cessation of activities; group(s) using the Yorba Linda Public Library shall comply with these requests or instructions. Users should consult with the Library employee on duty in regard to their needs.

Security Service

- A. The City approved security firm, licensed and bonded by the State of California, is required to be present at all events of 100 or more people where alcoholic beverages are being served. All firms are pre-approved by the Yorba Linda contracted police services. Security must be present from beginning of alcohol service through the end of the clean-up hour.
- B. Events where the majority of the participants are minors will be required to have two (2) security guards present during the event and cleanup.

Facilities and Equipment

- A. Facilities and equipment are to be left in the same condition they were prior to the activity. Users of the Yorba Linda Public Library shall observe, obey, and comply with all applicable City, County, State and Federal laws, rules and regulations.
- B. User is responsible for any unforeseen janitorial services, accidental breakage or damages, and incidentals for the rental facilities and equipment utilized. If additional cleaning and janitorial services are required, breakage or damages occur charges will be applied to the card provided in the Incidentals Credit Card Authorization Form. No charge will be applied if facility is left in its original condition. The City reserves the right to deny future usage of the Yorba Linda Public Library by individuals or groups who have not met the cleaning requirements or have damaged the facility.
- C. All patron's property must be removed from the Library immediately following activity. The Yorba Linda Public Library reserves the right to remove any remaining property from the premises and have them stored or discarded at the owner's expense.
- D. Meetings or activities shall be conducted in an orderly manner.
- E. Supplies/items MAY NOT be dropped off and the caterer MAY NOT utilize the Library until the contracted time. Please discuss with your vendors i.e., caterer, your time requirements for preparation/cleaning, so sufficient time will be reserved and available.
- F. Rooms are rented hourly starting with your preparation time and ending with your clean-up hour. The hours must be consecutive. Rooms must be rented in full hour increments.
- G. Patio doors must be kept closed at all times during your event so as not to disturb the surrounding residents. If police are called to your event due to noise complaints, your event may be terminated and/or you will pay for police time.

- H. Room capacities are strictly enforced. All events must remain in compliance throughout the event. If at any time during the contracted event the capacity exceeds maximum occupancy for each room/setup, Library employee(s) will notify you immediately. If your event continues to exceed maximum occupancy, your event may be terminated.

Tobacco and Alcohol Use

- A. Smoking or tobacco use of any kind will not be permitted on the Library and Cultural Arts Campus or parking lot.
- B. The use of alcohol in the Yorba Linda Public Library is by written permission in advance and must comply with applicable law. Failure to comply with any regulations will result in immediate revocation of the permission to use alcohol and termination of the event. Additional regulations and specifications may be required in the agreement for any event.
- C. Alcohol may not be served or sold to minors. The applicant's failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposits and all of the room fees, which have been paid.
- D. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on City premises, including but not limited to the Yorba Linda Public Library, shall be the sole responsibility of the organization, its sponsor or the adult representative, who, as a condition of signing the contract for the facility agree to indemnify the City for any such injuries.
- E. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the Alcoholic Beverage Control and consumption of alcoholic beverages on the premises.
- F. Alcohol may neither be served nor sold prior to the scheduled start of the event nor until the arrival of approved security. The service of alcohol at all private and commercial events are limited to a maximum of five and (5 ½) consecutive hours and must end thirty minutes prior to start of clean-up. Alcohol must be served from behind a bar, table, or by monitored table service. This limit on hours does not apply to Non-Profit events obtaining their one- day liquor license from ABC.
- G. If alcohol is to be sold, or any kind of money will be exchanged, i.e. sale of an admission ticket, and the renter purchases insurance through the City's vendor, an alcohol insurance premium shall be charged. See Alcohol Use Policy.

Decorating /Clean-up

- A. Decorations require prior approval by Library staff. No objects shall be suspended or attached to ceilings, lighting fixtures, walls, windows, draperies, or stage curtains. Decorations must be fireproof. Patio decorations must have prior approval. It is suggested that the patron focus on table decorations and portable room decorations. The use of smoke/fog machines, incense etc. is prohibited. No candles, open flames, confetti, rice, glitter, or birdseed are allowed. Sterno flames are allowed. Balloons may not be released. A fee will be charged if any balloons are released. Only blue or gaff tape can be used to tape down wires and/or cords on floors other forms of adhesive tapes must be approved by Library staff.
- B. User shall be responsible for cleanup of decorations and trash. Library staff will remove inside and outside trash throughout and at the end of your event.
- C. Saffron and Curry permanently stains/discolours carpets and tables. If you choose to serve dishes using these ingredients, please keep in mind you may be charged for any damages.

Indemnity and Insurance

- A. In consideration of the minimal fees paid for use of the facility, the user agrees to indemnify, defend and hold harmless the City of Yorba Linda, its officers, officials, employees, agents, and volunteers ("City and City Personnel") from all actions, liabilities, claims, damage to persons or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the activities conducted by the applicant, whether or not there is concurrent passive or active negligence on the part of City or City Personnel.
- B. All users of the Library shall procure and maintain, at their own expense and for the duration of the event covered, comprehensive general liability and property damage liability insurance, against all claims for injuries against persons or damages to property which may arise from or in connection with the use of the Library by the user, its agents, representatives or employees in the amount of one million dollars (\$1,000,000.00), combined single limit. If the patron cannot provide their own insurance, patron must purchase insurance from the City's insurance provider, and this fee is non-refundable. See Insurance Requirements Policy.
- C. All of user's insurance shall comply with insurance regulations as outlined in the Insurance Requirements form, including but not limited to naming the City and its officers, officials, employees, agents, representatives, and volunteers as additional insured's.

Alcohol Policies and Procedures

- A. A Security Guard is required at all events of 100 or more people that serve and/or sell alcohol. The user is required to hire the City contracted security company. The hourly rate per guard is a minimum of \$24/hour. Pricing is subject to change.
- B. Center Wedding and Events is the on-site caterer, licensed by the A.B.C to serve alcohol and meets all rules and regulations. All private parties and commercial events, as outlined below, serving alcohol are required to enter into an Agreement with Center Wedding & Events to purchase and serve alcohol.
- C. Security arrangements shall be made 30 days prior to scheduled event.
- D. Alcohol service is limited to a maximum of five and one-half (5 ½) consecutive hours only and the Security Guard must be present throughout the entire reservation, from the time guests are scheduled to arrive through the end of the clean-up hour.
- E. Alcohol service must be stopped one-half hour (1/2) before the event ends, which is one-half hour prior to the start of the clean-up time.
- F. Alcohol must be served from behind a bar, table, or by monitored tabled service.
- G. Alcohol is not permitted in the parking lots, hallways, restrooms or lobby area.
- H. Users of the facility may not bring their own alcohol.
- I. Rentals serving alcohol booked within 30 days of the event must be approved by the Facility Supervisor.

NON-PROFIT EVENTS SERVING OR SELLING ALCOHOL

- A. May utilize Center Wedding & Events to purchase and serve alcohol.

- a. Does not require an additional ABC license.
- b. Organizations will be required to enter into an agreement with Center Wedding & Events.
- c. Organizations utilizing Center Wedding & Events may not bring their own alcohol.
- B. May obtain an ABC License at the State of California Department of Alcoholic Beverage Control located in Santa Ana, CA or visit their website at www.abc.ca.gov.
 - a. May bring your own alcohol. No corkage fee required.
 - b. May provide your own bartenders to serve or sell alcohol. All bartenders must adhere to all ABC rules and regulations.
 - c. Library representatives must sign ABC Form 221 prior to submitting to ABC offices.
 - d. A copy of the ABC permit must be submitted to the Library no less than fifteen (15) days prior to the event date.
 - e. A detailed diagram of the event location may be required on outdoor events.

RESIDENT, NON-RESIDENT, & COMMERCIAL EVENTS

- A. Must utilize Center Wedding & Events to purchase and serve alcohol. This will require all parties to enter into an agreement with Center Weddings & Events to purchase and serve alcohol.
- B. May NOT provide own alcohol, all alcohol must be provided and served by Center Weddings & Events.

Cancellation Policies and Procedures

- A. All cancellations, date or room changes, **must be in writing** for a refund to be considered. No verbal or phone messages will be accepted.
- B. Changes in facility or date are considered a cancellation.
- C. If cancellation is made by the Library, and if other accommodations cannot be made, notice shall be given as far in advance as possible and a full refund shall be given.
- D. Notwithstanding the above, if the applicant/user is not in compliance with the policies and regulations, the Library, acting by and through the Director of the Yorba Linda Public Library or his/her designee, may cancel the reservation upon notice to the applicant, and all deposits and/or fee (s) previously paid by the applicant shall not be returned.

GENERAL CANCELLATION POLICY

Community Room

- A. If written notice is received 120 days or more prior to the event, but not including the event date, there will be a refund of room rental fees minus a \$100 fee.
- B. If written notice is received 30 – 119 days prior to the event, but not including the event date, there will be a refund minus 50% of the hourly room rental fees or \$500.00 whichever is less.
- C. If written notice is received 29 days or less prior to the event, but not including the event date, there will be no refund of the hourly room rental fees.

Conference Room

- A. If written notice is received 60 days or more prior to the event, but not including the event date, there will be a refund of the hourly room rental fees minus a \$25 fee.
- B. If written notice is received 59 – 30 days prior to the event, but not including the event date, there will be a refund of 50% of the hourly room rental fees.
- C. If written notice is received 29 days or less prior to the event, but not including the event date, there will be no refund of the room rental fees.

NONPROFIT (GROUP B) CANCELLATION POLICY

Community Room (Weekday use)

- A. If a written cancellation notice is received 120 days or more prior to the event, but not including the event date, group will receive a refund of fees minus a \$10 cancellation fee.
- B. If a written cancellation notice is received 30 – 119 days prior to the event, but not including the event date, you will receive a refund minus 50% of the room rental fee.
- C. If a written cancellation notice is received 30 days or less prior to the event, but not including the event date, there will be no refund of the room rental fee.

Conference Room (Weekday use)

- A. If a written cancellation notice is received 30 days or more prior to the event, but not including the event date, you will receive a refund of all fees.
- B. If a written cancellation notice is received 29 days or less prior to the event, but not including the event date, you will receive no refund of the room rental fee.

Weekend Use

- A. Any cancellations for weekend use will comply with the general cancellation policy as stated in this Use Policy.

◀ FOR MORE DETAILED INFORMATION, SEE THE YORBA LINDA PUBLIC LIBRARY USE POLICY ▶

By signing below, I acknowledge, understand and will adhere to all policies and procedures of the Yorba Linda Public Library.

Applicant's Name

Applicant's Signature

Date