



# Rentals

at the Library

Rental Information & Policies

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# Room Rental Use Policy

The Yorba Linda Public Library is a 45,000 square foot public facility that consists of items available for check out, a Friends of the Library Book Store, study rooms, a Conference Room, and Community Room. The Community Room and Conference Room are available for use in accordance with the following regulations, which are under the administration of the Yorba Linda Public Library.

## PURPOSE OF USE POLICY

The purpose of this Use Policy is to ensure that the Yorba Linda Public Library serves the citizens of the City of Yorba Linda, and that the use of the rentable rooms is granted in a fair and equitable manner.

## DEFINITION OF TERMS

"Library" is interpreted as employees of the City of Yorba Linda, or its staff, under the direction of the City of Yorba Linda Library Department.

"City" means the City of Yorba Linda, its officials, representatives, agents, and employees.

"User" means an individual or group, which obtains a contract to use the Yorba Linda Public Library rooms pursuant to the terms of this Use Policy.

## APPLICATION PROCEDURES

Groups shall be classified as outlined in the group priority rating section located in Section "Group Priority Rating".

Use will be approved or denied based on availability and any other factors outlined in this Use Policy.

Applications shall be accompanied with PROOF OF LIABILITY INSURANCE consistent with the provisions of this Use Policy, an Incidentals Credit Card Authorization Form, and fees as determined on the attached fee schedule.

## GROUP PRIORITY RATING

Any individual or group reserving a room at the Yorba Linda Public Library will be classified in a priority group in order to establish 1) priority of use, 2) applicability of fees, and 3) what, if any, that fee will be.

These priority groups are defined as follows with use granted on a priority basis with Group A receiving the priority and Group C-3 the last priority:

**GROUP A**

Activities sponsored by the City of Yorba Linda.

**GROUP B includes Yorba Linda Nonprofit Organizations, Government Agencies, PYLUSD, and Yorba Linda Religious Organizations**

Governmental agencies other than the City of Yorba Linda and nonprofit resident organizations whose primary purpose is to provide general benefit to the local community and who possess a State of California Franchise Tax Board exemption under Sections 23701d, 23701e, 23701f, 23701g, 23701w or 501(c)(3) of the Revenue and Taxation Code.

To qualify as a Yorba Linda based nonprofit organization the organization shall:

- a. Have minimum of 60% Yorba Linda residents and/or 60% with Yorba Linda business addresses. A membership roster and the nonprofit tax exemption number shall be submitted on a yearly basis as a condition of any organization receiving classification in this group. (Examples: Boy Scouts, Girl Scouts, Little League, and Rotary.)
- b. Yorba Linda based organizations shall be based in Yorba Linda. Proof of residency shall be based on their tax-exempt status filing with the IRS and State of California.

**GROUP C-1**

Yorba Linda resident private events.

**GROUP C-2**

Yorba Linda resident groups, organizations, and businesses, which are not Group B entities.

**GROUP C-3**

Non-resident private events, groups, nonprofit organizations, businesses and commercial functions. Examples: non-resident business meetings, or non-resident private affairs.

**GENERAL REGULATIONS**

**Reservations** must be made in writing by completing a Yorba Linda Public Library

Rental Application Form, Facility Use Contract, Incidentals Credit Card Authorization Form, Proof of Liability Insurance, and meeting all the contract requirements set forth in this Use Policy. Reservations may be made within the following time frame: City events: No limit. Group B Organizations: Up to eighteen (18) months in advance. C1 & C2 Groups: Up to fifteen (15) months in advance. C3 Groups: Up to twelve (12) months in advance. All rentals must be made in one-hour increments and the minimum rental period is two hours. Weekend rentals of the Community Room require a minimum rental of seven consecutive hours.

**Ongoing 12-week Rule:** User(s) and/or organizations can reserve up to twelve (12) consecutive weeks per contract. Each contract is limited to one booking per week and per room, and for a maximum of 12 consecutive weeks. Each organization is limited to one active contract at a time. The user and/or organization can renew for another 12 consecutive weeks on the 11<sup>th</sup> week of the current contract.

**Hours of operation** for the Community Room: Monday – Thursday 9:00 a.m. – 8:00 p.m., Friday and Saturday 9:00 a.m. – midnight and Sundays 8:00 a.m. – 10:00 p.m. For the Conference Room: Monday – Thursday 9:30 a.m. – 7:30 p.m., Friday and Saturday 9:30 a.m. – 4:30 p.m. Requests for alternate hours require written approval and may be subject to additional fees.

**Weekends** are defined as beginning at 5:00 p.m. on Friday and ending at 1:00 a.m. on Monday. Any reserved time that falls between this period of time shall be considered a weekend use and will be charged weekend rates. Users must begin cleaning one (1) hour prior to the end of the reservation time during weekend hours.

**Supervision by Library Staff** is necessary for the public's safety and to ensure users adhere to this Use Policy. Library Staff shall be responsible for and have complete authority over the facility being used, all equipment, participants and activities. The staff shall have authority to request changes in activities or cessation of activities. Users must comply with these requests and instructions. Staff shall be responsible for enforcement of all policies, rules and regulations. The Library Staff shall have the authority to deny or terminate the use of the facility if Library Staff determine that the use does not conform to the requirements of Library use policies and regulations and/or may cause damage to the facility. The Library reserves the right to require security guards whenever it deems it appropriate.

**Subletting** space to another individual, business, or organization is prohibited.

**Animals** are not permitted in the Library unless they are used in aiding an individual with a disability.

**Illegal Activities** shall not be permitted. All groups and individuals using the Library shall comply with City, County, State and Federal laws. No profane language, quarreling, fighting, gambling, or lewd conduct will be permitted.



**Removal of Library Equipment** from the building is prohibited without permission of Library Staff. Moving, rearranging, or altering equipment for purposes other than its intended use is also prohibited.

**Rental User's Property** (Equipment, Supplies, etc.) must be removed from Library immediately following activity. The Library reserves the right to remove any remaining items from the premises and have them stored at the owner's expense. If such equipment or supplies are not claimed within two (2) weeks after notice to the user, the Library reserves the right to dispose of such material in any manner it deems appropriate and retain any proceeds received from such disposal. Any cost to the Library, including but not limited to administrative costs, incurred to dispose of the unclaimed property in excess of the revenue received from such disposal shall be billed to the user with payment due and payable in thirty (30) days.

**Advertising Materials** must be approved by Library Staff for approval and will be displayed when deemed appropriate and as space permits. Any item posted which has not been approved will be removed and discarded.

**Changes, Alterations, Repairs, or Defacement** to any of the facility, its furnishings, or equipment thereof will not be permitted. The user shall be held liable for expenses required to repair or replace the facility, its furnishing or equipment to its original condition.

**Denial of Facility Use Contract** may be made by the Library based on the following reasons:

1. That the Library is incapable of accommodating the proposed activity by the nature of the activity or by the reason of the number of people who will or probably will be attending.
2. That the user has failed to agree to provide a reasonable means of controlling participants involved in the activity as provided in the terms and conditions in the Facilities Use Contract.
3. That the user has failed to agree to comply with all the conditions on the Yorba Linda Public Library Rental Application.
4. That by the nature of the activity, the Library or its equipment may be endangered.
5. That conditions precedent to the issuance of a signed contract have not been met. The Director may attach such conditions to the application as

she/he may determine necessary for the protection of public welfare and the Library facility.

6. That any regulation is violated by an intended use.
7. That another event is already scheduled for the requested date.
8. That the user previously used the facility and failed to comply with Library regulations.
9. The City reserves the right to deny any user based on security concerns and/or safety concerns.

**Sleeping or Lodging** is not permitted in the Library.

**Allocation of Rooms** shall be the sole responsibility of the Library Staff. The Library reserves the right to direct requests for rooms to other City facilities which are deemed more appropriate for the type of request or deny requests if they are deemed inappropriate for the facility. All requests must be in writing and submitted to the Library Staff on the required forms.

**Food & Beverage:** Foods or beverages that may cause permanent stains to the facility are **NOT** allowed. Foods/beverages must remain in rented room or on adjoining patios. Food shall not be prepared on the Library and Cultural Arts Center campus.

**Contract holder** must be present during the contract event at all times. Failure to be present may result in terminating the activity immediately and forfeiture of the refund deposits and all room fees which have been paid.

**Cleaning Requirements:** Cleanup is the user's responsibility. This includes the wiping of tabletops, ensuring chairs are clean, removing all trash from floors, mopping of the kitchen floor, wiping of counter tops and kitchen equipment, cleaning up all spillage in refrigerators/freezers, and removal of all user-owned or leased (non-Library owned) items. During the week, cleanup must be complete by the end of the reservation time. Cleanup time on weekends begins the hour guests are scheduled to leave. Prior to leaving the facility all personal/rental items must be removed from the Library and cleanup of the facility complete. We do not provide storage. Permanent stains and damages to the facility are not allowed.

**Minors:** Minors shall be supervised by one adult for every 20 minors at all times while they are using the Yorba Linda Public Library room rentals. Events where the majority of the participants are minors may be required to have security guards present during the event and cleanup.

## REALLOCATION OF SPACE

Library staff shall have the right to relocate or reassign rooms, as they deem appropriate, at the same or reduced rental fee.

## REVOCAION FOR VIOLATION

Reservations may be cancelled at any time by Library Staff if there has been a violation of approved Rules and Regulations.

## PUBLIC PORTIONS

The City shall have the right to control and operate the Library, including the heating and air conditioning systems and common use areas, in a manner deemed best for the City. City equipment shall not be removed from any facility.

The City of Yorba Linda 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, sexual preference or disability.

## PARKING LOT

The parking lot is for guests who are using the rooms at the Library and Cultural Arts Center. Use of the parking lot without the use of rooms is an exception and requires Library Staff's written approval.

## STAFF AUTHORITY

The Library Director or the Director's designee shall have the authority to review special requests not covered in this Use Policy or waive requirements as deemed necessary and appropriate. Special events or requests not covered in the above policy must be submitted in writing and shall be reviewed by the Director to determine appropriate use, fees, and services.

## DECORATIONS

Decorations require prior approval by the Library Staff. Signs or decorations are not to be taped, nailed or otherwise attached to walls, windows, ceilings, or drapes. Decorations must be fireproof. Patio decorations must have prior approval. No rice, birdseed, confetti, or other similar items shall be thrown in or around the Library. No open flames or candles are allowed. Balloons must be secured and not released. A fee will be assessed if a staff member has to retrieve any released balloons.



## TOBACCO USE

Smoking or tobacco use of any kind is prohibited on the Public Library and Cultural Arts Center campus (includes patios and service porches). Per the statewide Smoke-free Entryway Law (AB 846) smoking is prohibited within 20 feet of a main entrance, exit, and operable window of all public buildings.

## INCENSE/FOG/SMOKE USE

Incense, fog, and smoke generating machines and flame/smoke ceremonies are prohibited.

## SECURITY OF ENTRANCES

All entrance doors on the premises shall be locked when the Library is not in use. All door openings to public corridors shall be kept closed except for normal ingress and egress. During use of the Library, all exit doors shall be unlocked and shall not be blocked in any manner.

## INCIDENTALS

User is responsible for any unforeseen janitorial services, accidental breakage or damages, and incidentals for the rental facilities utilized. An Incidentals Credit Card Authorization Form will be required at the time of application. If additional cleaning and janitorial services are required and/or if other damages occur to the facility, charges will be applied to the card provided on the Incidentals Credit Card Authorization Form (charges will be itemized on a receipt provided to the user). Charges will not be applied if the facility is left in its original condition. Cleaning standards will be determined by Library Staff and contracted janitorial service deemed necessary to return the facility to its original condition. The Library reserves the right to deny future usage of the Library rental facilities by individuals or groups who have not met the cleaning requirements or have damaged the facility.

## COMMUNITY ROOM

1. Reservations
  - a. All potential users shall complete a Yorba Linda Public Library Rental Application Form, Yorba Linda Public Library Facility Use Contract, Proof of Liability Insurance, and an Incidentals Credit Card Authorization Form a minimum of 30 days prior to event.

- b. Reservations made less than 30 days will be accepted based on staff and room availability. All fees are due and payable upon submittal of contract and subject to the cancellation policy.
  - c. Reservations will not be approved until appropriate fees, deposits, permits/licenses, and insurance are obtained and paid.
2. Deposits
- a. Room rental fees exceeding \$500 require a minimum deposit of \$500 payable with a signed contract. The \$500 is applied to the total fees. The remaining balance is due 60 days prior to the event.
3. Cancellations
- a. Cancellations, date, or room changes must be in writing to be considered for a refund.
  - b. If a written cancellation notice is received 120 days or more prior to the event, but not including the event date, you will receive a refund of the room rental fees minus a \$100 cancellation fee.
  - c. 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 or \$500.00, whichever is less.
  - d. 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 fees.
  - e. If a cancellation is made by the Library, notice shall be given as far in advance as possible and a full refund shall be made if other accommodations cannot be made.
  - f. Notwithstanding the above, if the user(s)/use is not in compliance with the policies and regulations stated in this document, the Library, acting by and through the Library Director 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.

## CONFERENCE ROOM

- 1. Reservations

- a. All potential users shall complete a Yorba Linda Public Library Rental Application Form, Yorba Linda Public Library Facility Use Contract, Proof of Liability Insurance and an Incidentals Credit Card Authorization Form a minimum of 30 days prior to event.
- b. Potential users making reservations less than 30 days prior to the event shall complete a Yorba Linda Public Library Rental Application Form, Yorba Linda Public Library Facility Use Contract, and Incidentals Credit Card Authorization Form when making the reservation. Reservations made less than 30 days will be accepted based on room and staff availability.
- c. All fees are due and payable upon submittal of signed contract and are subject to the cancellation policy.

## 2. Deposits

- a. Room rental fees exceeding \$500 require a minimum deposit of \$500 payable with a signed contract. The remaining balance is due 60 days prior to the event.

## 3. Cancellations

- a. All cancellations, date, or room changes must be in writing for a refund to be considered.
- b. If a written cancellation notice is received 60 days or more prior to the event, but not including the event date, you will receive a refund of room rental fees minus a \$25 cancellation fee.
- c. If a written cancellation notice is received 59-30 days prior to the event, but not including the event date you, will receive a 50% refund of the room rental fees.
- d. 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 room rental fees.
- e. If a cancellation is made by the Library, notice shall be given as far in advance as possible and a full refund shall be made.
- f. Notwithstanding the above, if the user(s)/use is not in compliance with the policies and regulations stated in this document, the Library, acting by and through the Library Director or his/her designee, may

cancel the reservation upon notice to the user(s), and all deposits and/or fee(s) previously paid by the user(s) shall not be returned.

## NONPROFIT (Group B) CANCELLATION

Nonprofit groups reserving the facility will adhere to the following cancellation policy:

1. **Community Room (Weekday use)**
  - a. All cancellations, date, or room changes must be in writing in order for a refund to be considered.
  - b. 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.
  - c. 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.
  - d. 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.
2. **Conference Room (Weekday use)**
  - a. All cancellations, date, or room changes must be in writing for a refund to be considered.
  - b. 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.
  - c. 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.
3. **Weekend Use**
  - a. Any cancellations for weekend use will comply with the general cancellation policy as stated in this Use Policy.

Notwithstanding the above, if the user(s)/use is not in compliance with the policies and regulations stated in this document, the Library, acting by and through the Library Director 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.

If cancellation is made by the Library, notice shall be given as far in advance as possible and a full refund shall be made.

## REGULATIONS GOVERNING THE USE OF ALCOHOL

The use of alcohol in the Yorba Linda Public Library must be approved in writing and in advance by Library Staff. User 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 contract for any event.

1. "Alcohol use" refers to any beverage that contains any amount of alcohol.
2. Orange County Sheriff's Officers, or a security firm must be approved in advance by the Orange County Sheriff's Department, and security must be present at all events of 100 or more people at which alcohol is served. Orange County Sheriff's Department and Library Staff may waive security for Group A events. Cost of the security is the responsibility of the user and is payable directly to the police department and/or security firm.

3. Alcohol may not be served, sold to, or consumed by minors. Failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposit and all the room fees.
4. Injuries sustained by any person as a result of alcoholic beverages being served and/or consumed on Library property, including, but not limited to the Library and Cultural Arts Center Campus, shall be the sole responsibility of the organization, its sponsor or the adult representative. As a condition for signing the use contract for the facility, the organization agrees to indemnify the City for any such injuries.
5. Alcohol may not be served, sold, or consumed prior to the scheduled start of the event nor until the Yorba Linda/Orange County Sheriff's or approved security officers arrive at the Library, unless the requirement for security has been waived altogether.
6. Alcohol serving or consuming is limited to the rooms outlined in the contract. Serving or consuming alcohol on patios adjoining the room approved for use is permitted.
7. Alcohol may not be served nor consumed in the parking lot.
8. Center Wedding and Events is the on-site caterer, licensed by the California Department of Alcoholic Beverage Control (ABC) 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.
9. Nonprofit Organizations may utilize Center Weddings & Events to purchase and serve alcohol, or 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](http://www.abc.ca.gov)
  - a. For Nonprofit Organizations, Library representatives must sign ABC Form 221 prior to submitting to ABC offices.
  - b. A copy of the ABC permits must be submitted to the Yorba Linda Public Library no less than fifteen (15) days prior to the event date. Failure to provide proof of an ABC permit by the required timeline will result in alcohol service being forfeited or use of Center Weddings and Events staff for alcohol service will be required.

**Alcohol premiums and insurance fees shall be charged according to prices set**



**by the insurance company. The Library shall pass these charges to renters.**

**Nonprofit Events:**

*Serving or selling alcohol:*

1. 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.
2. 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](http://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 Staff 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.

**Resident, Non-Resident, & Commercial Events:**

*Private Parties Serving Alcohol Requires:*

- 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.
  - c. A detailed diagram of the event location may be required.
10. The service of alcohol at any private or commercial event is limited to a maximum of five and a half (5 ½) consecutive hours. Nonprofit Organizations who have obtained a 1-day liquor license through the ABC are not limited to this restriction. Despite the number of hours scheduled to serve alcohol, serving must be stopped 30 minutes before your event ends, which is one hour prior to the start of the clean-up time.
  11. All alcohol must be served from behind a table, bar, or by monitored tabled services. Alcohol must be served by an adult, over the age of 21, who is to be responsible for ensuring that no minors are served.
  12. Security guard must be present from the time guests arrive through the end of the clean-up hour.

## AMPLIFICATION

The use of amplified sound including loudspeakers, public address systems, or loud musical instruments needs prior approval from Library Staff and may require a noise permit. Noise permits are available at the City Clerk's office or online through the City of Yorba Linda's website.

## LIABILITY AND INSURANCE

All users of Library rental facilities 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.

All of user's insurance shall (i) name the City, its officers, officials, employees, agents, representatives, and volunteers (collectively hereinafter "City and City personnel") as additional or co-insureds and (ii) contain no special limitations on the scope of protection afforded to City and City personnel. All of user's insurance shall (i) be primary insurance and any insurance or self-insurance maintained by City or City personnel shall be in excess of the user's insurance and shall not contribute with it: (ii) shall be "date of occurrence" rather than "claims made" insurance; (iii) shall apply separately to each insured against the limits of the insurer's liability; and (iv) shall be written by insurance companies qualified to do business in California and rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VIII or better, unless such rating qualifications are waived by the City staff due to unique circumstances.

The City of Yorba Linda and its officers, officials, employees, agents, representatives, and volunteers ("City and City Personnel") shall be named as additional insureds with respect to the user's use of the Library and the Library's facilities and equipment. The naming of the City and City Personnel as additional insureds shall be clearly stated on the policy, endorsement, or certificate of insurance provided. The policy, endorsement, or certificate must also provide a thirty-day (30) written cancellation notice to the City. The policy, endorsement, or certificate must be filed with the Library a minimum of fourteen working days prior to the event. The City may be able to provide, through its carrier for the fee as established by its carrier, appropriate liability insurance, which with appropriate premium, includes liquor liability.

## **INDEMNIFICATION**

The user accepts the facilities for which this contract is made in an "AS IS" condition. 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, employees 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 user, or any decision by Library Staff to deny or terminate the use of the facility, whether or not there is concurrent passive or active negligence on the part of City or City Personnel.

## **BUSINESS LICENCES AND CATERING REQUIREMENTS**

All businesses performing any function within the Library must have an appropriate City business license. The user is responsible for ensuring that all contractors, which they retain, meet this requirement. Events utilizing an outside caterer must provide a copy of the caterer's insurance information thirty (30) days prior to the event date.

<b>Yorba Linda Public Library</b> FEE SCHEDULE GROUP B: OTHER GOVERNMENTAL AGENCIES, PYLUSD, YORBA LINDA NONPROFIT SERVICE GROUPS & YORBA LINDA RELIGIOUS ORGANIZATIONS		
Room	Weekday Fees	Weekend Fees
	Rate	Rate
Conference Room	\$ 10/hr	\$10/hr
Community Room*	\$ 50/hr	\$125/hr*
Community Room (Divided 1/2)	\$ 25/hr	N/A

\*A minimum of a seven-hour rental and a mandatory cleanup hour is required on weekends.

1. Additional fees may include:
  - a. Insurance
  - b. Contracted security (security is required to be present at all events of 100 or more people at which alcohol is served).
  
2. User needs to meet all the cleaning standards as outlined in the cleaning requirements. Any additional cleaning and janitorial services, accidental breakage or damages, or incidentals are the responsibility of the user. Charges will be applied to the credit card provided on the Incidentals Credit Card Authorization Form. No charge will be applied if facility is left in its original condition.

<b>Yorba Linda Public Library</b> FEE SCHEDULE GROUP C-1: YORBA LINDA RESIDENT PRIVATE EVENTS		
Room	Weekday Fees	Weekend Fees
	Rate	Rate
Conference Room	\$35/hr	\$35/hr
Community Room	\$165/hr	\$185/hr*
Community Room (Divided ½)	\$85/hr	N/A

\*A minimum of a seven-hour rental and a mandatory cleanup hour is required on weekends.

<b>Yorba Linda Public Library</b> FEE SCHEDULE GROUP GROUP C-2: YORBA LINDA COMMERCIAL EVENTS		
Room	Weekday Fees	Weekend Fees
	Rate	Rate
Conference Room	\$70/hr	\$70/hr
Community Room*	\$275/hr	\$325/hr*
Community Room (Divided 1/2)	\$135/hr	N/A

\*A minimum of a seven-hour rental and a mandatory cleanup hour is required on weekends.

<b>Yorba Linda Public Library</b> FEE SCHEDULE GROUP C-3: NON-RESIDENT PRIVATE EVENTS		
Room	Weekday Fees	Weekend Fees
	Rate	Rate
Conference Room	\$65/hr	\$65/hr
Community Room	\$260/hr	\$310/hr*
Community Room (Divided ½)	\$130	N/A

\*A minimum of a seven-hour rental and a mandatory cleanup hour is required on weekends.

<b>Yorba Linda Public Library</b> FEE SCHEDULE GROUP C-3: NON-RESIDENT COMMERCIAL EVENTS		
Room	Weekday Fees	Weekend Fees
	Rate	Rate
Conference Room	\$80/hr	\$80/hr
Community Room*	\$300/hr	\$350hr*
Community Room (Divided 1/2)	\$150/hr	N/A

\*A minimum of a seven-hour rental and a mandatory cleanup hour is required on weekends.

<p align="center"><b>Yorba Linda Public Library</b>                      FEE SCHEDULE GROUP C-3:                      NON-RESIDENT NONPROFIT, SCHOOL, RELIGIOUS ORGANIZATIONS</p>		
Room	Weekday Fees	Weekend Fees
	Rate	Rate
Conference Room	\$55/hr	\$55/hr
Community Room	\$215/hr	\$255/hr*
Community Room (Divided ½)	\$105/hr	\$N/A

\*A minimum of a seven-hour rental and a mandatory cleanup hour is required on weekends.

1. Additional fees may include:
  - a. Insurance naming the City as additionally insured
  - b. Contracted security (security is required to be present at all events of 100 or more people at which alcohol is served).
  
2. User needs to meet all the cleaning standards as outlined in the cleaning requirements. Any additional cleaning and janitorial services, accidental breakage or damages, or incidentals are the responsibility of the user. Charges will be applied to the credit card provided on the Incidentals Credit Card Authorization Form. No charge will be applied if facility is left in its original condition.

<p align="center"><b>Yorba Linda Public Library</b>                      EQUIPMENT RENTAL FEE SCHEDULE:                      GROUP B- RESIDENT NON-PROFIT ORGANZATIONS</p>	
Equipment	Rental Fee
DVD/TV	\$N/C
Microphone (Cordless)	\$N/C
Microphone Stand	\$N/C
Podium	\$N/C



## Yorba Linda Public Library

### EQUIPMENT RENTAL FEE SCHEDULE: GROUPS C-1, C-2, AND C-3

Equipment	Rental Fee
DVD/TV	\$20.00
Microphone (Cordless)	\$20.00
Microphone Stand	\$5.00
Podium	\$N/C

# Liability Insurance Requirements

All users of Yorba Linda Public Library facilities 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 facility by the user, its agents, representatives or employees in the amount of one million dollars (\$1,000,000), combined single limit.

All insurance shall:

1. Name the City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter “City and City Personnel”) as additional insureds.
2. Contain no special limitations on the scope of protection afforded to City and City personnel
3. Be primary insurance and any insurance or self-insurance maintained by the City or City Personnel shall be in excess of the applicant’s insurance and shall not contribute with it.
4. Shall be “date of occurrence” rather than “claims made” insurance.
5. Shall apply separately to each insured against the limits of the insurer’s liability.
6. Shall be written by insurance companies qualified to do business in California and rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VIII or better, unless such rating qualifications are waived by the Center Director due to unique circumstances.
7. The applicant’s policy must include a 30-day written cancellation notice.

**The certificate of insurance must be filed with the Yorba Linda Public Library no later than one month prior to the date of the event, or an insurance fee will be added to the contract to cover the event.**

It is further understood and agreed that the City of Yorba Linda, its officials, officers and employees are additionally insured with regard to the use of the City of Yorba Linda property by the applicant and solely in regard to the use of the property owned by the City of Yorba Linda by the applicant. The City may be able to provide through its carrier for the fee as

established by its carrier, appropriate liability insurance.

### **Insurance Certificate**

The City of Yorba Linda requires the following information on all insurance certificates and/or additional insured endorsements:

1. “Additional Insured: The insurer agrees that the City of Yorba Linda and its City Council and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants, or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City.”
2. The additional insured endorsement must indicate policy number, date, name of insurance company and name of “insured.”
3. Certificate must be an original document. Copies will not be accepted.

# Alcohol Use Policy

The use of alcohol in the **Yorba Linda Public Library** must be approved in writing and in advance by Library Staff. User 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 contract for any event.

1. Alcohol use" refers to any beverage that contains any amount of alcohol.
2. Orange County Sheriff's Officers, or a security firm must be approved in advance by the Orange County Sheriff's Department, and security must be present at all events of 100 or more people at which alcohol is served. Orange County Sheriff's Department and Library Staff may waive security for Group A events. Cost of the security is the responsibility of the user and is payable directly to the police department and/or security firm.
3. Alcohol may not be served, or sold to, or consumed by minors. Failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposit and all of the room fees.
4. Injuries sustained by any person as a result of alcoholic beverages being served and/or consumed on Library property, including, but not limited to the Library and Cultural Arts Center Campus, shall be the sole responsibility of the organization, its sponsor or the adult representative. As a condition for signing the use contract for the facility, the organization agrees to indemnify the City for any such injuries.
5. Alcohol may not be served, sold, or consumed prior to the scheduled start of the event nor until the Yorba Linda/Orange County Sheriff's or approved security officers arrive at the Library, unless the requirement for security has been waived all together.
6. Alcohol serving or consuming is limited to the rooms outlined in the contract. Serving or consuming alcohol on patios adjoining the room approved for use is permitted.
7. Alcohol may not be served nor consumed in the parking lot.
8. 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.
9. Non-Profit Organizations may utilize Center Weddings & Events to purchase and serve alcohol, or 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](http://www.abc.ca.gov)

- a. For Non-Profit Organizations, Library representatives must sign ABC Form 221 prior to submitting to ABC offices.
  - b. A copy of the ABC permits must be submitted to the Yorba Linda Public Library no less than fifteen (15) days prior to the event date. Failure to provide proof of an ABC permit by the required timeline will result in alcohol service being forfeited or; use of Center Catering staff for alcohol service will be required.
10. Alcohol premiums and insurance fees shall be charged according to prices set by the insurance company. The Library shall pass these charges to renters.
11. The service of alcohol at any private or commercial event is limited to a maximum of five and a half (5 ½) consecutive hours. Non-Profit Organizations who have obtained a 1-day liquor license through the ABC are not limited to this restriction. Despite the number of hours scheduled to serve alcohol, serving must be stopped 30 minutes before your event ends, which is one hour prior to the start of the clean-up time.
12. All alcohol must be served from behind a table, bar, or by monitored tabled services. Alcohol must be served by an adult, over the age of 21, who is to be responsible for ensuring that no minors are served.
13. Security guard must be present from the time guests arrive through the end of the clean-up hour.

# Room Rental Cancellation Policy

## General Cancellation Policy

### Community Room

#### 1. Reservations

- a. All potential users shall complete a Yorba Linda Public Library Rental Application Form, Yorba Linda Public Library Facility Use Contract, and a Incidentals Credit Card Authorization Form a minimum of 30 days prior to event.
- b. Reservations made less than 30 days will be accepted based on staff and room availability. All fees are due and payable upon submittal of contract and subject to cancellation policy.
- c. Reservations will not be approved until appropriate fees, deposits, permits/licenses, and insurance are obtained and paid.

#### 2. Deposits

- a. Room rental fees exceeding \$500 require a minimum deposit of \$500 payable with a signed contract. This \$500 is applied to the total fees. The remaining balance is due 60 days prior to the event.

#### 3. Cancellations

- a. Cancellations, date or room changes must be in writing to be considered for a refund.
- b. If a written cancellation notice is received 120 days or more prior to the event, but not including the event date, you will receive a refund of the room rental fees minus a \$100 cancellation fee.
- c. 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 or \$500.00, whichever is less.
- d. 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 fees.
- e. If a cancellation is made by the Library, notice shall be given as far in advance as possible and a full refund shall be made if other accommodations cannot be made.
- f. Notwithstanding the above, if the user(s)/use is not in compliance with the policies and regulations stated in this document, the Library, acting by and through the Library Director 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.

### Conference Room

#### 1. Reservations

- a. All potential users shall complete a Yorba Linda Public Library Rental Application Form, Yorba Linda Public Library Facility Use Contract, and a Incidentals Credit Card Authorization Form a minimum of 30 days prior to event.
- b. Potential users making reservations less than 30 days prior to the event shall complete a Yorba Linda Public Library Rental Application Form, Yorba Linda Public Library Facility Use Contract, and Incidentals Credit Card Authorization Form when making the



reservation. Reservations made less than 30 days will be accepted based on room and staff availability.

- c. All fees are due and payable upon submittal of signed contract and are subject to the cancellation policy.

## 2. Deposits

- a. Room rental fees exceeding \$500 require a minimum deposit of \$500 payable with a signed contract. The remaining balance is due 60 days prior to the event.

## 3. Cancellations

- a. All cancellations, date or room changes must be in writing in order for a refund to be considered.
- b. If a written cancellation notice is received 60 days or more prior to the event, but not including the event date, you will receive a refund of room rental fees minus a \$25 cancellation fee.
- c. If a written cancellation notice is received 59-30 days prior to the event, but not including the event date you, will receive a 50% refund of the room rental fees.
- d. 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 room rental fees.
- e. If a cancellation is made by the Library, notice shall be given as far in advance as possible and a full refund shall be made.
- f. Notwithstanding the above, if the user(s)/use is not in compliance with the policies and regulations stated in this document, the Library, acting by and through the Library Director or his/her designee, may cancel the reservation upon notice to the user(s), and all deposits and/or fee(s) previously paid by the user(s) shall not be returned.

## Non-Profit (Group B) Cancellation

Non-profit groups reserving the facility will adhere to the following cancellation policy:

### 1. Community Room (Weekday use)

- a. All cancellations, date or room changes, must be in writing in order for a refund to be considered.
- b. 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.
- c. 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.
- d. 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.

### 2. Conference Room (Weekday use)

- a. All cancellations, date or room changes, must be in writing in order for a refund to be considered.
- b. 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.
- c. 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.

### 3. Weekend Use

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

Notwithstanding the above, if the user(s)/use is not in compliance with the policies and regulations stated

in this document, the Library, acting by and through the Library Director 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.

If cancellation is made by the Library, notice shall be given as far in advance as possible and a full refund shall be made.

# Next Steps

- Print and complete the attached **Facilities Use Contract**
- Print and complete the attached **Credit Card Authorization Form**
- Choose your room layout from our [Floor Plan Options](http://ypl.org/floorplans) (ypl.org/floorplans)
- Email completed documents and floor plan selection to [ypleventrentals@yorbalindaca.gov](mailto:ypleventrentals@yorbalindaca.gov)

