



FACILITY USE POLICY

Grand Avenue Park Community Room
Library Community Room
Mystic Canyon Community Building
Sleepy Hollow Community Building

Thank you for making a reservation at a Chino Hills Community Facility. In order to provide quality customer service and to ensure an enjoyable and safe event, please read the following information associated with the facility rental.

TABLE OF CONTENTS

	Page Number
1. Facility Summary.....	2
2. Hours of Operation.....	2
3. Definitions.....	3
4. Holidays.....	4
5. User Group Classification.....	4
6. User Group Reservation Priority.....	4
7. Facility Use.....	5
8. Application Process.....	5
9. Deposit and Payment.....	6
10. Cancellation Procedures.....	7
11. General Rules and Regulations.....	8
12. Kitchen Use.....	9
13. Decorating (Set-up and Clean-up).....	9
14. Alcohol Use.....	10
15. Use of Candles and Other Open-Flame Devices.....	11
16. Amplification System Use.....	11
17. Insurance Requirements.....	11
18. Variances Request Process.....	12

1. FACILITY SUMMARY

Grand Avenue Park Community Building

Community Room: Maximum Capacity: 60

Equipment Included with Rental Fee:

6' Rectangular Tables
Chairs
Television w/ VCR/DVD Player

Library Community Room

Community Room: Maximum Capacity: 65

Equipment Included with Rental Fee:

4' Rectangular Tables
Chairs
AV Equipment

Mystic Canyon Community Building

Community Room: Maximum Capacity: 67

Equipment Included with Rental Fee:

6' Rectangular Tables
Chairs
Television w/ VCR/DVD Player

Sleepy Hollow Community Building

Community Room: Maximum Capacity: 67

*Limited to 6 parking stalls

Equipment Included with Rental Fee:

6' Rectangular Tables
Chairs

2. HOURS OF OPERATION

	<u>Chino Hills Library Community Room</u>	<u>All other facilities</u>
Monday – Sunday	Thirty minutes after opening of Chino Hills Branch Library and up to thirty minutes prior to closure.	8:00 a.m. to 10:00 p.m.

3. DEFINITIONS

Applicant - An individual (18 years of age or older) or organization, that submits a completed City of Chino Hills Facility Use Application and required deposit to use a Chino Hills facility pursuant to the terms of this Use Policy. The date requested by the applicant will be held provided that all terms and conditions of this policy are met.

Chino Hills Based Non-Profit - An organization that is a 501(C)(3) organization indicating status as a Chino Hills based non-profit on their Articles of Incorporation. A copy of their articles of incorporation shall be submitted as a condition of an organization receiving classification in this group. Organizations must be in good standing with all state and federal agencies.

Chino Valley Unified School District - Any school-based clubs, boosters, social, or sports groups within the Chino Hills boundaries. Groups must provide a letter from their school identifying the group as an official school group, as well as provide insurance coverage from the Chino Valley Unified School District, additionally insuring the City of Chino Hills.

Chino Hills Non-Profit Senior Groups - An organization that has a minimum membership of 60% Chino Hills residents and members must be over the age of 50. A verified membership roster and their 501(C)(3) Articles of Incorporation indicating status as a Chino Hills based non-profit organization, shall be submitted as a condition of an organization receiving classification in this group. Organizations must be in good standing with all state and federal agencies. Clubs must have an open registration policy and may only charge an annual membership fee (no per meeting or class gathering fees are allowed). Membership fees must be disclosed in their annual application process with the City of Chino Hills. New Chino Hills Non-Profit Senior Groups are subject to an administrative review period up to six months. This review period will be used to determine the extent of the impact on existing allocations and facility operation.

Facility Supervisor - The Community Services Supervisor assigned to Facilities.

General Meeting - A meeting open to the membership of the organization. This general meeting is for the sole purpose of conducting official business for the organization, not to include outside factors such as caterers, vendors, entertainment, or any type of outside businesses.

Government Agencies – Includes the following agencies: San Bernardino County agencies, districts, and authorities; State of California departments, multi-city organizations, and Joint Powers Authorities to which the City belongs; federal agencies; the Chino Valley Independent Fire District; and, the Chino Hills Police Department, when acting in an official capacity.

Weekend – Refers to Friday through Sunday.

4. HOLIDAYS

Facilities will be closed on the following observed holidays: Martin Luther King Jr. Birthday, Presidents' Day, Easter Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day/Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

Facilities are available for rental on the following observed holidays: Martin Luther King Jr. Birthday, Presidents' Day, Labor Day, Memorial Day, and Veterans Day at the weekend rates.

5. USER GROUP CLASSIFICATIONS

Group A: City of Chino Hills sponsored and co-sponsored classes, events and programs, and governmental agencies serving Chino Hills' residents.

Group B: (1) Chino Hills based non-profit organizations.
(2) Chino Valley Unified School District.

Group C: Chino Hills resident or business.

Group D: Non-Chino Hills resident, non-profit, or business.

Group S: Chino Hills Non-Profit Senior Groups

6. USER GROUP RESERVATION PRIORITY

Group A: Up to twelve (12) months in advance and are limited to twelve (12) bookings per year, unless approved by the Community Services Director or designee. City bookings are unlimited.

Group B: Up to six (6) months in advance.

- All Group B users are limited to (1) one weekday booking per week, and three (3) weekend bookings per year, unless approved by the Community Services Director or designee.
- Group B1 users are permitted one (1) City-wide recreation facility "free" general meeting per month, Monday-Thursday.

Group C: Up to twelve (12) months in advance; limited to six (6) bookings per year, unless approved by the Community Services Director or designee.

Group D: Up to twelve (12) months in advance; limited to six (6) bookings per year, unless approved by the Community Services Director or designee.

Group S: Up to six (6) months in advance; limited to (1) weekday booking per week, and three (3) weekend bookings per year, unless approved by the Community Services Director or designee.

7. FACILITY USE

City facilities are intended to be used for meetings, workshops, trainings, special events, parties, forums and other community related activities.

8. APPLICATION PROCESS

All Facility Use Applications must be completed at least thirty (30) days prior to requested date of use.

Reservations made less than (30) days in advance of the date requested will be accepted only if the facility and required staffing elements are readily available. All applicable fees must be paid at the time of completing a facility contract. Fees paid are subject to cancellation policy.

A facility reservation must be made in person by the applicant on a “first come first served basis” at the Chino Hills Community Center. Reservations will NOT be taken over the telephone or by email.

All applicants must complete a City of Chino Hills Facility Use Application and all applicable fees and deposits paid per the Council-adopted master fee schedule at the time of completing a facility contract. The Applicant shall be classified and assigned a User Group Classification in accordance with the definitions and priority ranking set forth in Section 5 of this policy. Applicant must sign the contract and agree to all terms and conditions therein.

The City reserves the right to direct requests for rooms to other City facilities which are deemed more appropriate for the type of request or deny request if they are deemed inappropriate for the facility.

Applicant shall NOT transfer, assign, or sublet use of the facility, or apply for use on behalf of another person or organization.

Upon approval of an application, a "Facility Use Contract" will be issued authorizing the requested use of the facility. Applicant must sign the contract and agree to all terms and conditions therein. The Facility Supervisor may attach conditions to the contract, as they deem necessary, for the protection of public health, safety, and welfare of the patrons and the facility.

Depending upon the nature of the reservation, the Community Services Director or designee may require additional fees, insurance, and/or security personnel.

The City reserves the right to deny any application, as they deem necessary for the protection of public health, safety, and welfare of the patrons and facilities. Applications may also be denied for the following reasons:

- The Applicant has previously used the facility and failed to comply with applicable rules and conditions, or due to damage or lack of cleaning, and did not receive all or partial of its cleaning/alcohol deposit back.
- The Applicant has twice before cancelled a scheduled event in the facility without prior notice.
- All initial deposit(s) will be returned within six (6) weeks of any denial.

9. DEPOSITS AND PAYMENTS

To reserve a date, a minimum payment of 50% of the total rental fees must be made at the time of the reservation. The remaining facility rental balance, cleaning deposit, and alcohol deposit (if applicable) must be paid:

- Thirty (30) days prior to the reservations date for weekday rentals.
- Sixty (60) days prior to the reservation date for weekend rentals.

Credit cards (VISA, MasterCard, or Discover Card only), cash, personal check, Cashier's Check, or Money Orders are acceptable methods of payment sixty (60) days or more prior to reservation. Rental fees paid fifty-nine (59) days or less, may not be made by personal check. Checks must be made payable to "CITY OF CHINO HILLS." There is a non-refundable convenience fee charged on all credit/debit card transactions.

If the Applicant's check is returned to the City for any reason, a fee will be assessed in addition to any fees due and payment must be made in cash or Cashier's Check by deadline stated in letter.

Additional fees may vary depending on the reservation. Requirements for extra fees may include additional City staff, special equipment use, security personnel, and/or insurance.

10. CANCELLATIONS

Applicant is responsible for notifying the Community Services Department, in writing by completing a cancellation form, for any changes or cancellations.

The City will not be liable to applicant for any outside costs incurred due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, City emergencies that cause facilities to open as emergency shelters, governmental acts or omissions, changes in laws or regulations, national strikes, fires, or explosion. If a facility rental is cancelled for any of the above reasons, applicant will receive a full refund on any facility rental fees paid.

User Group B and S

Reservations cancelled fifteen (15) days or more prior to the event will receive a refund minus a \$20 processing fee.

Reservations cancelled fourteen to six (14-6) days prior to the event will receive a refund, minus 20% of rental fees paid (excludes cleaning/alcohol deposits) to reserve the facility.

Reservations cancelled five (5) days or less prior to the event date will not receive a refund on the rental fees but will receive a full refund on cleaning/alcohol deposits.

Users who fail to show up or cancel their “free” reservation without a five (5) official City working days (Monday – Friday) notice, will be assessed user group hourly rates. Future privileges may be revoked.

User Group C and D

Reservations cancelled one-hundred-eighty-one (181) days or more prior to the event will receive a refund minus 50% of rental fees paid (excludes cleaning/alcohol deposits) to reserve the facility.

Reservations cancelled one-hundred-eighty to sixty (180-60) days prior to the event will receive a refund minus 75% of rental fees paid (excludes cleaning/alcohol deposits) to reserve the facility.

Reservations cancelled fifty-nine (59) days or less prior to the event will not receive a refund on the rental fees but will receive a full refund on cleaning/alcohol deposits.

If the facility is rebooked at the same rental package or greater after a cancellation, all fees paid will be refunded, minus a \$20 processing fee. Applicant is responsible for contacting the facility for refund.

11. GENERAL RULES & REGULATIONS

The City of Chino Hills reserves the right to suspend use of a facility to those groups or individuals not complying with the established rules and regulations.

Supervision by facility staff is necessary for the public's safety and well-being. Facility staff will be responsible for, and has complete authority, over the use of the facility, all equipment, participants, activities, alcohol service, and security guard(s) on site. Facility staff has the authority to request changes in activities or cessation of activities, if they do not conform to the facility policies and regulations, and/or may cause damage to the facility. Users must comply with these requests and instructions. The City reserves the right to require security whenever it deems it appropriate.

The Applicant must check in with the City's on-site staff at the start time of the reservation and must be present for the ENTIRE RESERVATION. Applicant must cleanup and checkout with the City's on-site staff at the conclusion of the reservation.

The Applicant shall accept full responsibility for damage to equipment or properties and will incur all costs to repair damages to equipment and/or the facility.

A group must have at least one (1) adult for every ten (10) minors at any given event/meeting.

A caretaker must accompany participants (children and adults) who are not able to attend to their personal needs for the duration of their stay.

Neither the City of Chino Hills nor their agents, officials, employees, and/or volunteers will be held responsible for loss, damage, or theft of equipment, nor articles owned by the Applicant and/or their guests.

No person shall smoke tobacco, electronic smoking devices, cigarettes, pipes, or cigars at any City of Chino Hills facility, except that tobacco products may be smoked in outside areas designated by the City Manager for and during certain special events per Chino Hills Municipal Code section 12.40.190.

Any Applicant desiring to charge an admission fee, donations, and/or sell any items, must submit a written request at the time of the reservation. No monies may be exchanged at the facility without prior written authorization from the Community Services Director or designee. Additional insurance may be required. Commercial use is permitted with a valid Chino Hills Business License.

Gambling is not allowed on City property, except Bingo at the McCoy Equestrian & Recreation Center per Administrative Policies Guidelines Section 12.10.

All fundraising efforts (including raffles or donations) must have prior approval from the City, and abide by all state and federal laws, including providing the necessary permits.

Additional fees may be required. No monies may be exchanged at the facility without prior written authorization from the Community Services Director or their designee. Applicant must submit a written request at the time of the reservation.

Animals are not permitted inside City facilities except service animals per Chino Hills Municipal Code section 12.40.210. Animals being used for commercial or event purposes outside may be permitted by the Community Services Director or their designee. The animal(s) must remain under the control of the Animal Handler at all times. The Animal Handler must provide the necessary insurance per section 4.7 of this policy. If approved, additional deposit may be required. This does not apply to the use of the McCoy Arenas, see McCoy Facility Use Policy.

Sleeping or lodging is not permitted at City facilities.

Food and Beverage regulations apply to all rentals. Food service must be provided by a licensed caterer, restaurant, or deli. For all on-site catered services and cooking, a valid San Bernardino County Public Health Permit must be submitted at least thirty (30) days prior to the reservation date.

All food and beverages must be consumed within designated areas.

The Facility Supervisor may require any group of any size to have a City-contracted security guard present during reservation.

Events not covered in this policy must be submitted in writing and shall be reviewed by the City to determine appropriate use, fees, and services. A variance may be required as provided in Section 18 of this policy.

12. KITCHEN USE:

All kitchen areas must be cleaned and returned in the condition found when the Applicant first arrived. All counter tops and equipment must be wiped clean. All spills in refrigerator, microwave, and on floors must be cleaned and/or mopped. All trash from kitchen must be placed in the proper trash receptacles.

Any outside catering, including food trucks, taco carts, BBQ companies, etc., must provide a valid copy of their San Bernardino County Public Health Permit.

13. DECORATING (SET-UP AND CLEAN-UP)

All event vendors that will be onsite at a City facility require prior approval by the City. No vendors are allowed on-site without being listed on the applicant's approved Vendor List. A Vendor List must be submitted at least sixty (60) days prior to event date.

All applicants must submit an event floorplan. A floorplan must be submitted at least thirty (30) days prior to event and must receive written approval prior to event.

Supplies and items may not be dropped off and vendors may not utilize the facility until the paid contracted time. Applicant shall discuss with vendors time constraints for preparations/cleaning in order to determine sufficient time is reserved and available. All unloading and loading must be done from parking stalls, properly marked loading curbs, or designated drop-off areas.

City equipment may not be moved, rearranged, or altered for purposes other than its intended use. City equipment shall not be removed from any facility.

The City will provide setup of City equipment only, prior to facility rental start time, based on room facility capacities per City Fire Code regulations.

Decorations require prior approval by City staff and must conform to all City Fire Code regulations. Decorations must be fireproof. Patio decorations, tents, draping, or other equipment must be included in submitted floorplan and must receive written approval prior to event date.

Decorations must not be displayed or installed in such a manner that would damage or deface furniture, fixtures, or structure of the facility. The use of duct tape, nails, staples, or other sharp materials or instruments is NOT permitted. Prior approval for adhesive or magnetic materials must be given by the Facility Supervisor or designee.

The use of indoor/outdoor “cold pyrotechnic displays,” smoke/fog machines, incense, confetti, rice, glitter, birdseed, hay bales, or the release of balloons, are NOT PERMITTED.

Cleanup is the Applicant’s responsibility and includes, but not limited to wiping of table-tops, cleaning of chairs, disposing of all trash into proper receptacles, mopping of kitchen floor, wiping of counter tops and kitchen equipment, all user-owned or leased (non-City owned items) by the end of the rental. Storage is not provided at City facilities.

Any non-City owned personal or rental items brought in for use by the Applicant must be removed prior to the contracted time. Any items left behind are subject to immediate disposal.

Decorating, setup, and cleanup must be completed within the approved reservation time. Any fifteen (15) minute increment of time that extends beyond the reserved hours will be billed at twice the hourly event rate for the room(s) reserved.

14. ALCOHOL

THERE IS NO ALCOHOL PERMITTED AT THESE CITY FACILITIES.

15. USE OF CANDLES AND OTHER OPEN-FLAME DEVICES

Fire/Open Flame use is strictly prohibited without written approval by Facility Supervisor or the Chino Valley Fire District depending on request. Request for permit, along with sample candle or open flame device, must be submitted to City staff a minimum of fourteen (14) days prior to reservation date.

Sterno heaters for food warming are allowed without a permit if sterno's are placed under a chafing dish on a table with no guests seated at the table.

Propane containers (or similar Class I and II liquid fuels) are prohibited inside City facilities at all times.

Barbecuing will NOT be permitted outside City facilities without prior written approval from the Facility Supervisor or designee. If determined to be approved, any/all outdoor cooking shall only be done in areas specifically designated for such type of cooking and can only be done through a licensed caterer that provides a valid County of San Bernardino County Public Health Permit. Caterers may be required to provide necessary insurance per Policy Section 17, and additional deposit may be required.

16. AMPLIFICATION SYSTEM USE

Fire/Open Flame use is strictly prohibited without written approval by Facility Supervisor or the Chino Valley Fire District depending on request. Request for permit, along with sample candle or open flame device, must be submitted to City staff a minimum of fourteen (14) days prior to reservation date.

Sterno heaters for food warming are allowed without a permit if sterno's are placed under a chafing dish on a table with no guests seated at the table.

Propane containers (or similar Class I and II liquid fuels) are prohibited inside City facilities at all times.

Barbecuing will NOT be permitted outside City facilities without prior written approval from the Facility Supervisor or designee. If determined to be approved, any/all outdoor cooking shall only be done in areas specifically designated for such type of cooking and can only be done through a licensed caterer that provides a valid County of San Bernardino County Public Health Permit. Caterers may be required to provide necessary insurance per Policy Section 17, and additional deposit may be required.

17. INSURANCE REQUIREMENTS

All users of the facilities shall procure and maintain, at their own expense and for the duration of the event covered, Comprehensive General Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) general aggregate. The coverage shall include bodily injury, personal injury, and property damage. An Additional Insured Endorsement from the Applicant's insurer

naming the City of Chino Hills must accompany the evidence of Comprehensive General Liability Insurance.

The approved ORGANIZATION or Applicant, whose name appears on the reservation application, must secure the liability insurance.

Insurance must be submitted no later than thirty (30) days prior to event date.

18. VARIANCES

An Applicant may request a variance from one or more of the rules listed below in the event that unusual circumstances make it impossible or infeasible to conduct the event within the precise parameters of this policy.

- Rental of facility beyond stated closing times.
- Use of the parking lot for any purpose other than parking the cars of facility users in marked stalls.
- The use of multiple rooms, facilities, and or spaces not normally scheduled for use that may result in parking of event attendees in areas beyond the boundary of City facilities, or events not covered in this policy.
- Waivers of fees for user groups when it is determined that the use by the organization will provide a substantial and measurable benefit to the Chino Hills Community. Must be approved by the City Manager or designee.

Requests must be submitted in writing to the Community Services Director. The request must set forth the unusual circumstances that justify a deviation from the original policy.

Variations will be granted only upon a finding that the circumstances presented are unusual and not likely to recur often, the granting of the variance will not set a precedent, and the variance will not be detrimental to public health, safety or welfare, or disruptive to other events occurring in the facility at the same time or to the immediately surrounding neighborhood.

In the event a variance is granted, the Applicant will pay any supplemental fees necessary to compensate the City for additional costs associated with the variance.