

CITY OF LOMA LINDA
COMMUNITY ROOM POLICY



CITY OF LOMA LINDA
25541 BARTON ROAD
LOMA LINDA, CALIFORNIA

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I. POLICY STATEMENT

- A. The facilities of the Loma Linda Community Room shall be available to any group in the Loma Linda vicinity for activities, which contribute to the recreational, social, cultural, civic and educational interests of the citizens of Loma Linda. Any dispute regarding interpretation of the term "recreational, social, cultural, civic and educational interests of the citizens of Loma Linda" shall be referred to the Loma Linda City Council for final judgment.
- B. Reservations for the use of the Community Room shall be granted at the discretion of the City Council and/or their designated representative for all functions at the established fees and on a first-come, first-serve basis.

II. RULES AND REGULATIONS

- A. All persons, groups or organizations using the Community Room must abide by all Municipal, State and Federal laws and must obey instructions of the City representative on duty.
- B. Lessee is held responsible for the conduct of all participants, invited or uninvited, during use of the facility.
- C. All persons, groups or organizations using the Community Room 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 Community Room shall be required. Children are not allowed to run free outside of City Hall and must be supervised at ALL times.
- E. City facilities may not be used by an individual, group 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 Lessee 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. Groups must vacate facility at the ending time specified on application. This includes completion of any cleaning necessary per the Community Room 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 City of Loma Linda reserves the right of full access to all activities at any time in order to insure

that all rules, regulations and City and State laws are being observed.

- N. The City Manager, or his designated representative, reserves the right to cancel or refuse use of the Community Room if such action is deemed necessary. Whenever possible, a twenty-four (24) hour notice will be given to the lessee. Factors influencing such action may include, but will not be limited to:
1. Violation of Community Room Policy by Lessee 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 Lessee.
 3. Any act or threat of physical violence by Lessee or Lessee's participants towards City personnel or representatives, including intimidation, harassment, and/or coercion.

III. COMMUNITY ROOM, KITCHEN USE, SEATING & RESTROOM FACILITY

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

IV. DAMAGES

- A. The City shall not be held responsible for loss, damage or theft of any equipment or personal articles owned, leased or rented by people, groups or organizations using the Civic Center 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 lessee. 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 Lessee's use of the facilities.

Lessee may be subject to possible cancellation and/or refusal of any future reservations for use of the Community Room from the result of these actions.

- C. The lessee and any group or organization undertaking to use the Community Room shall covenant and agree, and by signing the required application, or by using the Community Room, do covenant and agree to indemnify, hold harmless, and defend the City, its officers, agents, representatives, officials and employees and each of them from and against:
1. Any and all claims by or on behalf of any person arising from any cause whatsoever in connection with the use or occupancy of the Community Room;
 2. Any and all claims arising from any act or omission of the lessee or group or organization undertaking to use the Room or their agents, servants, employees or devisees;
 3. All reasonable costs, counsel fees, expenses or liability incurred in connection with any such claim or proceeding brought thereon.

In the event that any claim, action or proceeding is brought against the City or any of its respective officers, agents, representatives, officials, and employees, with respect to which indemnity may be sought hereunder, the lessee and any group or organization undertaking to use the room shall, upon written notice from the City, assume the investigation and defense thereof, including employment of counsel selected by the City and the payment of all expenses related thereto.

V. APPLICATION & PAYMENT PROCEDURE

- A. Reservations(s) will be scheduled upon receipt of completed application. **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 Community Room. The key is programmed to be activated to your event time. Replacement Card fee is \$15.00. If your Card fails to allow you access, please call the *City'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.
- C. The fee balance must be paid on or before ten (10) City business days prior to reservation date. Unpaid reservations will be cancelled.
- D. For reoccurring reservations, the fee balance for each month is due on or before 10 business days prior to the first reservation of the month.
- E. All **cancellations** must be submitted in writing 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.
- H. A written request for a waiver of fees may be submitted to the City Council and/or its designated representative for consideration. The decision of the City Council and/or its designated representative shall be final.

VI. RENTAL FEES

<u>Classification</u>	<u>General Description</u>	
Class I	City conducted and/or sponsored activities	No Charge
Class II	Any private use by Loma Linda Residents, Groups or Organizations	\$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	Commercial groups, private use by residents or organizations from other areas	\$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
	Loma Linda Retirees Fellowship	\$165.00
	Loma Linda Cultural and Fine Arts Association	\$165.00

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

TODAYS DATE: _____

Please Print Legibly

Name of Contact Person (Lessee): _____

Address: _____

City: _____ State: _____ Zip Code _____

Organization: _____ Does organization reside in Loma Linda? YES NO

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 _____

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

_____ I have received and **read** the Community Room Policy. I will be present and responsible for enforcement of said policy. I
Initial certify 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 fees are due and payable on or before ten (10)
working days in advance of 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.

The Lessee, group or organization undertaking use of the Community Room and by signing this application or by using the Community Room 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 group or organization undertaking to sue 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 City or any of its respective officers, agents, representatives, officials, and employees, with respect to which indemnity may be sought hereunder, the applicant and group or organization undertaking use of the room shall, upon written notice from the City, assume the investigation and defense.

Signature of Lessee

Date

Signature of City Manager or Authorized Designate

Date

FOR OFFICE USE ONLY: VERIFICATION OF DRIVER'S LICENSE _____ EMPLOYEE INITIAL _____

CLASSIFICATION _____ TOTAL HOURS _____ AMOUNT _____

CARD # _____ KEYS _____ DEPOSIT _____

CARD ACTIVATE: _____ **CARD RETURNED DATE:** _____ TOTAL _____

POST ON CALENDAR _____ **KEYS RETURNED DATE:** _____