



FACILITY RESERVATION TERMS & CONDITIONS

(Attachment to Facility Rental Contract)

CONDITIONS OF USE: This form must be signed and returned with the *Facility Reservation Request Form* by the responsible party in charge of the event (referred to as the "Applicant" or "Licensee"). This form is incorporated by reference and made a part of the resulting *Facility Rental Contract* entered into with the Chaffey College Chino Community Center ("Chaffey College Chino Community Center" or "Community Center" or "Property").

ATTENDANCE: The Chaffey College Chino Community Center can accommodate up to 320 guests max banquet style with no dance floor, 250 guests banquet style with dance floor, and 345 theatre seating. Smaller sections are available. Round tables are 60" rounds and may seat up to ten guests per table. Number of guests needs to be confirmed with the event coordinator at least two weeks prior the event. Please reference the room capacities form for detailed information. Number of guests may not exceed number of seats provided for the event. Changes to the floor plan on event day may result in a fee of \$150.00.

REQUIREMENTS AND PAYMENT INFORMATION: A cleaning/damage deposit of two hundred and fifty dollars (\$250.00) is required (the "Event Deposit") to hold the reservation and is refunded upon satisfactory clean-up, if all policies and requirements are followed, and if there is no damage to the facility or equipment (refer to Event Deposit in the *Facility Rental Contract*). If additional staff or service costs are incurred due to extra Licensee needs, the costs will be billed to the Licensee's credit card. A credit card number must be on file. Additional fees for services such as audio/visual, security, equipment, etc. will be determined before the event. All fees must be paid in advance by stated due dates in the *Facility Rental Contract*. Any deposit refunds will be issued to the name and address on the original request by mail within twenty-one (21) days of the event. All audio/visual files must be submitted to the Event Coordinator at least 1 week prior to the event date. The Chaffey College Technical Services Department reserves the right to cancel audio visual support for files that are not submitted by the due date.

APPLICANT/LICENSEE: The person signing the application and contract (the "Licensee") must be: (i) at least twenty-five (25) years of age, (ii) present at the event, (iii) responsible for supervising all actions of event attendees, (iv) responsible for facility cleanup, and (v) responsible for leaving by the pre-approved closing time stated in the contract. Licensee will be required to show proof of residency, age, and liability insurance naming the City of Chino and Chaffey College as additionally insured in the amount of one million dollars (\$1,000,000). Residency is determined by proof of a physical address in the Chaffey College District. The Chaffey College District is comprised of the cities of Chino, Chino Hills, Fontana, Guasti, Montclair, Mt. Baldy, Ontario, Rancho Cucamonga (Alta Loma, Cucamonga, and Etiwanda), and Upland.

CANCELLATION: Cancellation of any approved reservation will result in the loss of the cleaning/damage deposit (Event Deposit) of two hundred and fifty dollars (\$250.00). Cancellations made 90 days or more

prior to the event will receive a refund of rental fees minus the event deposit of \$250.00. Cancellations received within (30) days of the event will be subject to full contract fees. Reservations with unpaid fees are subject to cancellation. Any fees paid prior to the cancellation may be forfeited.

The Chaffey College Chino Community Center reserves the right to cancel any function and reject future applications until payment is received. Also, if at any time the Licensee or Licensee's guests fail to follow the stated rules and regulations or fail to act in a lawful manner and/or damage property or equipment, the function will be promptly cancelled without refund.

EVENT DATE CHANGE: Reservations may be postponed if needed. Any reservation that is postponed must be made by email to the Event Coordinator written by the Licensee. If a new event date is not requested in writing within thirty (30) days of the email correspondence, the Licensee is subject to losing their approved reservation along with the "Event Deposit" of \$250.00. A new event date is not guaranteed until confirmed by the Event Coordinator. Reservations are subject to additional fees. Fees may be incurred if the rate for contracted services increase.

CATERING: Caterers must be approved in advance and comply with City, College, County and State permit requirements. Please refer to the Community Center *Catering Application Form*. Only food provided by an approved Community Center caterer is permitted on the premises. Caterer must sign and comply with the caterer facility reservation terms and conditions prior to conducting any catering services. Caterers are required to leave credit card information on file. Credit card information will be on file for up to 30 days after the event. Cakes and desserts must be provided by a licensed baker. No red velvet desserts are permitted. No gumballs are permitted.

USE OF KITCHEN EQUIPMENT IS PROHIBITED. Entry into the kitchen is prohibited except for the Event Coordinator and approved catering staff. ONLY the following kitchen amenities are available: refrigerator space, table space, sinks, trash cans, carts, ice machine, restrooms, and stools. Caterer is responsible for providing all necessary equipment required for catering services. No cooking is allowed in the kitchen. Kitchen is used for preparation space only. Catering staff must be provided and are required to stay until the conclusion of the catering services. Kitchen space is restricted to rubber-bottomed closed heel and toe shoes only. Kitchen space must be left thoroughly clean by the conclusion of the event clean up time. Trash must be dumped into the dumpster, any trash left behind or dirty work area may result in a cleaning fee of \$500.00.

Outdoor Catering Areas: Caterer is responsible for leaving all outdoor catering areas clean including the loading dock and courtyard. Caterers using the outdoor areas for catering services must provide grease resistant floor mats, cardboard, or plastic to place underneath the catering equipment. Outdoor cooking can only be done in designated area (asphalt in loading dock). Any stains left behind or dirty work areas may result in a cleaning fee of \$500.00.

ALCOHOLIC BEVERAGES: Alcoholic beverages may only be brought onto the premises and served by a Community Center approved alcohol service vendor, subject to specific fees, permits, additional security, and Community Center rules and regulations. Licensee must pay a two hundred and fifty dollar (\$250.00) alcohol security/damage deposit and follow the requisite conditions in the Community Center's *Alcohol Use*

Requirements form. Alcoholic toast beverages must be opened and served by the alcohol service vendor. Alcohol deposit is refundable upon cancellation of the event.

EVENT SET - UP: Hours requested should include all times needed for set-up, decorating, deliveries, caterer, band, clean-up, etc. Licensee will be charged for the hours specified in the *Facility Rental Contract*. Arrival of Licensee or their designated representative at the Community Center shall not occur prior to the “Start Time” in the *Facility Rental Contract*. Event hours must conform to the hours and timeframe booked. Licensee or designee is responsible to check in with the Event Coordinator or Event Assistant prior to event for a pre-event walk-through. Licensee or designee is also responsible for conducting a post walk at the conclusion of the event. A final walk through will be conducted by staff members on Monday morning for Saturday and Sunday events. Deposit confirmations will be confirmed by the end of the event, or on Tuesday morning.

EVENT WRAP - UP: All events must conclude prior to 12:00 midnight. Last song or activity must conclude at least half an hour prior to the event clean-up time. ALL GUESTS must be out of the building by the start of clean-up time. Move out and clean-up must be completed by the end of your clean-up time. Occupation of the facility outside of the contracted times will be charged at the contracted hourly fee, and payment must be made by credit card prior to departure. Facility must be left thoroughly clean. Recycling is prohibited throughout the entire facility. Event clean-up will be contracted through the Community Center. All rented and personal items are to be removed from the facility by the client. Storage of personal property or rented items may be permitted at the facility on the day of the event only, with prior approval by the Event Coordinator and Chaffey College staff. No items or equipment are allowed to stay overnight.

Facility Maintenance Assistant (FMA): One FMA is scheduled to be on site per event. FMA’s are not responsible for the cleanup of the event. FMA’s are to assist with spills, broken glass, tipped over trash bins, and tables and chairs. FMA’s will monitor and empty out trash cans throughout the event. FMA’s will monitor and clean restrooms throughout the event.

Security guards are required to be onsite for every event. (One security guard per 100 guests or as required by Event Coordinator). Security will monitor all areas serving alcohol, the parking lot, and the surrounding areas of the facility. Security is not responsible for children supervision.

CHILDREN: All children must be adequately supervised by one (1) or more adults in all areas of the facility. A minimum of two (2) chaperones are required for every fifteen (15) children. Chaperones must be at least eighteen (18) years of age. No children are permitted in the courtyard without an adult. Number of children attending the event will need to be confirmed with the Event Coordinator prior to the event. Name of each chaperone will need to be provided here: _____ and _____ . Contact phone number: _____

BUILDING USAGE & MAINTANANCE: All decorations and visual aids must be freestanding and may not be nailed, stapled, taped or tacked to the walls, ceiling or other fixtures. All lobby furniture and decorations are required to stay in place. Removal or change of existing location of any facility furniture and decorations is strictly prohibited. Use of flamed candles and any type of fire devices or pyrotechnics are not permitted. Use of electric candles is permitted. No confetti or fog machines are permitted. Stapling decorations or items to the tables is not permitted. A dance floor is required if dancing will take place during

the event. No foreign substances (oil, powder, etc.) may be spread on the floor or any surface for dancing or any other activity. Smoking is not permitted inside the facility or within twenty (20) feet of main entrances, exits and operable windows. Licensee may be subject to additional fees should any damages or incidents occur.

ADVERTISING: No advertisement or announcements shall be permitted until a signed *Facility Rental Contract* is received by the Event Coordinator. Advertisements including, but not limited to, press releases, ads, posters, fliers, programs, etc. must be approved by the Event Coordinator prior to printing and release. No event announcements can be printed, posted or distributed without prior approval. Please allow a minimum of ten (10) working days for the approval process. Once the material is approved, the Licensee will be notified. No advertising of any type may take place on Chaffey College property. Absolutely no distribution of fliers or handbills is to be left on cars. Any sign placed outside the facility must: (i) be freestanding, (ii) not be attached to any permanent object or structure, and (iii) not block any right-of-way (sidewalk, street, parking space, etc.), nor block any College/City sign. At no time may the Chaffey College or the City of Chino logos be used in any form for the purposes of advertising a non-City or College sponsored event. Applicant must state that the event is being held AT the Chaffey College Chino Community Center and not that the event is being PRESENTED BY or SPONSORED BY the Chaffey College Chino Community Center, Chaffey College, or the City of Chino.

GUEST OF HONOR ROOM: Entry into the guest of honor room is prohibited except for the guest of honor and designated guests. No alcohol is permitted in the bride room. Licensee will be responsible for all items left and stored in the bridal room (before, during, and after the event). A key to the bridal room may be checked out with the Event Coordinator. Lost key will result in a fee of \$150.00 which will be deducted from the reservation deposit.

VENDOR REQUIREMENTS: Licensee is responsible for all contracted vendors, including vendor licenses, contracts, insurance and permits. Vendors conducting business in the City of Chino must obtain a City of Chino Business License or City of Chino – Vendor Permit. This information may be obtained through the City of Chino Business Licensing Department. Neither the City of Chino or Chaffey Community College District (or their respective officers, employees, agents, and volunteers) are responsible for any costs, acts, or, liabilities arising from activities, negligence, or misconduct pertaining to vendors, vendors licenses, contracts, insurance, and permits. All vendors are responsible to set-up and clean-up during the designated set-up and clean-up hours. City of Chino Business License Department Phone: (909) 334-3263 E-mail: buslic@cityofchino.org

FORCE MAJEURE: Neither the City of Chino or Chaffey Community College District (or their respective officers, employees, agents, and volunteers) is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which includes, but is not limited to fires, floods, earthquakes, civil disturbances, pandemics, government shutdowns, regulation or directive by any public authority, and other causes beyond the City of Chino or Chaffey Community College District's control. Licensee waives any right of recovery against the City of Chino and Chaffey Community College District, along with their officers, employees, agents, and volunteers for disruptions to service due to any force majeure event.

LIMITATION OF LIABILITY AND INDEMNIFICATION: The City of Chino and Chaffey Community College District (or their respective officers, employees, agents, and volunteers) are not responsible for any items, personal property, or belongings that are lost, stolen, or damaged at the Chaffey College Chino Community Center. Further, the City of Chino and Chaffey Community College District (or their respective officers, employees, agents, and volunteers) are not responsible for personal injury, death, or exposure to disease arising out of, or in connection with, a third-party's attendance at, participation in, or providing of services for the Event.

Licensee agrees to indemnify, defend, and hold the City of Chino and Chaffey Community College District (or their respective officers, employees, agents, and volunteers) harmless from and against any and all third-party damages, demands, losses, claims, suits, causes of actions, costs and expenses (including reasonable attorneys' fees and defense costs) arising out of, resulting from, or relating directly or indirectly to Licensee's, its guests, or its subcontractors/vendors' negligent acts or omissions, gross negligence, or willful misconduct .

Licensee further agrees to indemnify, defend, and hold the City of Chino and Chaffey Community College District (or their respective officers, employees, agents, and volunteers) harmless from and against any and all third-party damages, demands, losses, claims, suits, causes of actions, costs and expenses (including reasonable attorneys' fees and defense costs) arising out of, resulting from, or relating directly or indirectly to any claims for personal injury, death, or exposure to disease arising out of, or in connection with, a third-party's attendance at, participation in, or providing of services for the Event. This is not intended to indemnify Chaffey Community College District or the City of Chino from injuries sustained by third-parties due to the willful misconduct or gross negligence of Chaffey Community College District or the City of Chino.

ADDITIONAL FEES FOR POLICE OR FIRE DISPATCH: Licensee may be subject to additional fees should the Police Department or the Fire Department be dispatched during an event.

COVID-19 Disclaimer:

Licensee using the facility during the COVID-19 pandemic is required to provide their own consumable PPE such as gloves, face coverings, and/or face shields. Additional social distancing guidelines and restrictions apply.

For Reservations scheduled January 2021 through December 2021

SUBJECT TO CHANGE

Event Date Change: Reservations may be postponed at any time with no penalty – regardless of when the reservation is.

Cancellation: Reservations scheduled in 2021 will no longer be eligible for a full refund. Reservations may be postponed at any time with no penalty.

If the licensee cancels a reservation, a refund of all monies paid will be issued, minus the reservation deposit, regardless of when the cancellation was made. The Chaffey College Chino Community Center will only honor a refund of monies paid during the life of the COVID-19 pandemic. After the pandemic is completely over, the regular refund policy will apply.

Licensee can file a petition for a full refund if needed. Petitions will be reviewed and determined per case.

If COVID-19 is in place in 2021 and the state requires the Chaffey College Chino Community Center to close, the disclaimer is subject to change.

Licensee has read the above and agrees to abide by all rules and regulations of the Chaffey College Chino Community Center.

Licensee Represents: Self Organization or entity: _____ Date: _____

Licensee Printed Name: _____

Licensee Signature: _____