



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

FACILITY USE AGREEMENT

It is the City of Cudahy's desire that all patrons who periodically use a City of Cudahy building, room, land, auditorium, gymnasium, arena, stadium, field, or other City of Cudahy property ("Facility") are able to enjoy the Facility. This agreement has been set in place to achieve this goal.

The Person signing this agreement and the organization on whose behalf the Facility rental is being made (Collectively the "Renter") are responsible for compliance with this agreement. All renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

Name of Facility _____

Address/Area/Location of Facility _____

2. RENTER INFORMATION

Contact Name _____ Organization _____

Tel.: Home _____ Work _____

Address, City, State, Zip _____

3. EVENT INFORMATION

Description of Event _____ Will minors be present? Yes No

_____ Admission fee charged? Yes No

_____ Will There be music? Yes No

Date of Event _____ Type of Music _____

Estimate Attendance _____ Will food be served? Yes No

Time event begins (incl. set up) _____ Will food be sold? Yes No

Time event ends (incl. clean up) _____ Open to the public? Yes No

4. **CONDITIONS OF USE**

A. RESERVATIONS

1. Renters desirous of a facility should make reservations well in advance of the intended date of use because demand of facilities is high and dates fill quickly.
2. A Facility is not considered rented until (1) renter delivers to the City of Cudahy the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and license, and any other items deemed necessary by the City of Cudahy; and (2) the City of Cudahy, in its sole discretion, approves such rental in writing.
3. A person who is at least twenty-one (21) years of age must sign this agreement.
4. Renter shall provide a single contact who is to serve as the representative for Renters activities.
5. Renter shall be responsible for securing all required permits and licenses.
6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. Renter shall not use the City of Cudahy's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Cudahy Manager or his/her designee. Renters publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any city of Cudahy offices, employees, or agents to visit the event described in this agreement.
9. Under no circumstances shall renter sublease or allow any other organization or Individual to use the facility for the period for which renter has contracted. Renter is an independent contractor and not the agent or employee of the City of Cudahy.
10. Alcoholic beverages are **NOT** allowed under any circumstances per the City's municipal code 9.08.10

B. FEES

1. The City of Cudahy may require a rental fee and/or deposit from the renter.
2. Any person or agency holding a reservation for the use of City of Cudahy facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the facility.
3. The City of Cudahy may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
4. Non-Profits can rent the location free of cost if the group meets certain requirements set forth by the City Council through resolution #14-52.(to request copy of the resolution please contact the City Clerk)

B. FEES (Continued)

4. In the event the facility is left damaged, renter shall be charged for any and all janitorial and /or repair fees incurred by the City of Cudahy as a result of same and these fees shall be billed to renter.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the City of Cudahy, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and /or arising out of or in any way connected with renter's use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Cudahy, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with renters use or occupancy of the City of Cudahy facilities and adjoining property in the amount of \$1,000,00 (one million dollars) per occurrence. Such insurance shall name the City of Cudahy, its officers, employees, and agents as additional insureds prior to the rental of the facility. Renter shall file certificates of such insurance with the City of Cudahy, which shall be endorsed to provide thirty (30) days notice to the City of Cudahy of cancellation or any change of coverage or limits. If a copy of the insurance certificates is not on file prior to the event, the City of Cudahy may deny access to the facility.
3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with renter's use or occupancy of the City of Cudahy facilities and adjoining property to the City of Cudahy manager or his/her designee, in writing and as soon as practicable.
4. Renter waives any right to recovery against the City of Cudahy, its officers, employees and agents for fires, floods, earthquakes, civil disturbance regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of god" to the City of Cudahy, its officers, employees, or agents.
5. Renter waives any right of recovery against the City of Cudahy, its officers, employees and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with renters use or occupancy of the facility and adjoining property, even if the City of Cudahy, its officers, employees, or agents seek recovery against renter.

E. SET UP / CLEAN UP /DECORATIONS

1. Renters, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the facility.

E. SET UP / CLEAN UP /DECORATIONS (Continued)

2. Renter shall not prepare or decorate the facility prior to the event start time, unless renter provides rental fees, deposits, and insurance for the time of the preparation and /or decorations.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean up of the facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the facility, leaving the facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any , in good working condition.
5. Renter shall not store any equipment or materials at the facility or adjoining property without the prior written approval of the City of Cudahy Manager or his/her designee.
6. Renter shall be responsible for any and all damage to the facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, renters shall be charged for any and all janitorial and/or repair fees incurred by the City of Cudahy as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take City of Cudahy property outside of the facility for any reason without the prior written approval of the City of Cudahy Manager or his/her designee.
2. Renter shall not use City of Cudahy equipment, tools, or furnishings located in or about the facility without prior written approval of the City of Cudahy manager or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. The City of Cudahy does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renters, at its own cost, may bring these systems into the facility for their use.
5. Renter shall secure the approval of the City of Cudahy before using audio/visual systems, public address systems, and live or recorded amplified music. Renters shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Cudahy managers or his/her designee.

G. MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility.

G. MISCELLANEOUS (Continued)

2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.
3. Gambling of any kind is not permitted at the facility.
4. Smoking is not permitted at the facility.
5. No animals are permitted at the facility, with the exceptions of guide dogs.
6. If renter violates any part of this agreement or reports false information to the City of Cudahy, the City of Cudahy may refuse renter further use of the facility and renter shall forfeit a portion of or all for the rental fee and/or deposit.
7. The City of Cudahy may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
8. Any person aggrieved by the City of Cudahy's decision with respect to this agreement may appeal to the City of Cudahy manager or his/her designee in writing no later than five (5) days after the City of Cudahy decision has been communicated to the aggrieved party.
9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT

I am an authorize agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature

Address

Print Name

Telephone: Cell

Organization

Telephone: Work

[AGENCY] USE ONLY

Rental fee _____

Total Paid _____

Deposit _____

Deposit returned _____

Rental Procedure

Contact the Rental Coordinator at (323) 773-5143 or vsantiago@cityofcudahyca.gov to see if the date you prefer is available. If the date is available please obtain all proper paperwork at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201

- Read the general Rental Information.
- Read the Condition of Use and Care of the Facility Agreement
- Obtain the Certificate of Insurance
- Pick-Up application forms:

Application forms have to be filled out in person.

- Completed Application
- Hold Harmless Agreement
- Certificate of Insurance
- Deposit check/Money order/Cash

One Day prior to event:

- Renter will provided the Facility Coordinator with a set up time. Set up is 2 hours, and will run consecutively, Set up can start as early as 5:00pm to as late as 9:00pm.

On the day of the event:

- Staff will be at the facility 15 minutes prior to schedule start of event. Representative who rented the location must be present at the start of event.

After the event, the renter will:

- Cleanup and remove all decorations and equipment.
- Remove the trash (please put in dumpster).