

EL GARCES MEETING ROOM POLICY

FEES:

Flat Rate of \$300

CATEGORY OF USERS

GOVERNMENT: All official City of Needles activities or sponsored events are without fees. Examples include Commission meetings, City training seminars, etc. All other government units shall be assessed a user fee set by City Council

NON-PROFIT ORGANIZATIONS: A residential non-profit organization is one with a Needles street address, and is registered as a non-profit corporation with the State of California with a 501(c) (3) identification, or if unincorporated, is clearly a Needles-based organization without profit motive. Resident non-profit groups are required to show proof of their 501(c) 3 status. If not provided, the resident non-profit status may be obtained by providing a roster of club members, of which 50% are required to be Needles residents.

PROFIT/COMMERCIAL ORGANIZATIONS: Any organization not meeting the definitions above.

SECURITY DEPOSIT AND ROOM RENTAL FEES

- 1) All rentals are on a first come, first served basis.
- 2) You must be 21 years of age to rent the room.
- 3) The meeting room shall be available, in hourly blocks of time, from 6:00 a.m. to 10:00 p.m. Time reserved/paid must include setup and cleanup time.
- 4) The meeting room will not be available on legal holidays.
- 5) Meeting room may be reserved six months in advance.
- 6) Application for use of the meeting room shall be made at City Hall offices on weekdays, except holidays, between the hours of 8:30 a.m. and 4:00 p.m.
- 7) A completed application form, and security deposit, are required at least two weeks before the date requested. The City Manager shall approve or disapprove the application in a timely manner.
- 8) A security/cleaning deposit will be required for each rental of the meeting room and is necessary to hold a reservation. The security/cleaning deposit amount for rental is \$200. This security/cleaning deposit is separate from the rental fee and will be returned within a month after the event, provided the room is left in the same condition as when it was rented. If damages or losses occur, the amount will be deducted from the security/cleaning deposit with any excess damages charged to the Rental Applicant demanding payment within thirty (30) days.
- 9) Any cancellation request must be made in writing to the City Manager, and must be received no later than one week prior to the date of rental.
- 10) Fees shall be refunded only if cancellation is received at least one week prior to the scheduled use.

El Garces Room Rental Policy

- 11) Applications must be submitted in person or through the mail. A faxed application will not be accepted. An application form must be completed and approved, and the fee must be paid upon submission of the application to guarantee usage of the room.
- 12) If the meeting attendance will include minors, there must be at least one adult for every ten minors.
- 13) Floor plans must be submitted at least (10) days in advance of the rental.

RULES FOR USE

- 1) The Rental Applicant shall remain on the premises the entire time the rental is being used. If any damages occur, Rental Applicant shall be held responsible and will be billed for any repairs that are required. The Rental Applicant shall remove any decorations or signs inside and out.
- 2) Groups shall not arrive before the authorized rental time and shall leave the premises at the expiration time. Set up and clean up is to be done during the time of the rental
- 3) Rental of the El Garces meeting room includes use of the meeting room and bathrooms; it does not include access to any other area of the facility.
 - a) Use of the fountain area is \$ N/A
 - b) Use of the intermodal space is \$ N/A
- 4) Parking for events will be located in the empty lot across from the El Garces and not the west-end parking lot area.
- 5) The City's City Manager has jurisdiction over the facility at all times.
- 6) The meeting room must be completely unoccupied by 10:00 P.M.
- 7) The meeting room shall not be used for purposes prohibited by City Ordinance, or by State or Federal Law.
- 8) Food service in the meeting room is limited to drinks and snacks, unless prior approval is given by the City Manager.
- 9) The setup and cleanup of the meeting room is the responsibility of the Rental Applicant. City staff will inspect the room before and after the event, and failure to return the room to the condition in which it was found may result in denial of any future usage of the meeting room facilities.
- 10) Any signage must be free standing and approved through the City Manager before posting.
- 11) No cooking is to be done within the facility, and the City recommends a caterer be utilized.

Page 3

El Garces Room Rental Policy

- 12) No storage space is available. All attempts should be made to have deliveries made no more than 2 hours before the event is to take place.
- 13) The room is expected to be returned to the condition that existed at the time of rental.
- 14) NO scotch tape, masking tape, nails, tacks or any other material(s) that creates holes on walls, ceilings, etc. are to be used.
- 15) Open flame is prohibited
- 16) Profanity and unruly or abusive language or behavior will not be tolerated and may result in ejection from the facility and/or termination of the event.
- 17) Failure to comply with any rule or regulation governing use of the meeting room is cause for denial of any future use of the facility.
- 18). Any misrepresentation of the description of the nature, type or size of use to be undertaken at the rental premises shall cause the applicant's rental agreement to become null and void at the opinion of the City of Needles, and may preclude any future rental of City facilities.
- 19) Permission to use the meeting room shall not be constructed as an endorsement of the policies, beliefs, or programs of the user.
- 20) Consumption, sale, or use of alcoholic beverages, or tobacco products, is prohibited anywhere on the grounds and/or within the El Garces facility
- 21) Refuse to Rent_ The City reserves the right to refuse rental of the hall to any person or group who has previously left the hall dirty or in disrepair, who is utilizing it for a function deemed not in the best interests of the citizens of Needles, who is utilizing it for a function promoting illegal violence or other illegal or immoral acts or promotions, or for other good cause shown.
- 22) Tables and chairs are the responsibility of the tenant.

ALCOHOLIC BEVERAGES

Rental Applicants desiring to serve alcoholic beverages at functions held in the El Garces meeting room shall make application to the City Manager and comply with the following requirements:

- a) applicant shall obtain an () permit from the Dept. of ABC and be in compliance with such permit.
- b) One off-duty Sheriff's police officer shall be hired for the duration of the function as security guard.
- c) Applicant shall obtain a \$1,000,000 liquor liability policy. The City shall be named as an additional insured and a Certificate of Insurance shall be submitted with the application prior to the event date. d) The City Manager or his designee has the authority to deny an application to serve alcoholic beverages in order to protect the health and safety of the users of the Recreation Center.

PLEASE NOTE: The City of Needles, nor the employees of the City shall be held accountable for any items that are lost or stolen at the facility from the rental group or member/companies providing services and equipment for the rental party. The Rental Applicant shall indemnify and hold harmless the City of Needles, and any and all employees and agents at all times from any claims or damages on account of injury to anyone using the facility and/or grounds in connection with the function sponsored or operated by the Rental Applicant, and/or growing out of their use and occupancy of the said facility/grounds, or through any defect in said premises, including sidewalks adjoining the same and use or operation thereof.

Rental Applicant must sign the Rental Contract. By signing the contract, the Rental Applicant acknowledges that he/she is responsible for ensuring that all guests adhere to the above rules and all rules and regulations of the City.

Applicant has read and understands the Rules and Regulations governing the use of the El Garces Facilities and agrees to follow them

Print Name: _____ Signature: _____ (verify I.D.)

Date: _____