



CITY OF MCFARLAND FACILITY USE AGREEMENT

It is the City of McFarland's desire that all patrons who periodically use a City of McFarland building, room, land, field, area, or other City property (the "FACILITY") are able to enjoy the facility. This AGREEMENT has been set in place to achieve that 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 – please circle facility requesting:

**Veteran's Hall
103 W. Sherwood Ave
McFarland, CA 93250**

**Council Chamber
103 W. Sherwood Ave
McFarland, CA 93250**

**Jim White Blanco Park
East Sherwood Avenue
McFarland, CA 93250**

Gazebo/Shelter

Soccer Field:
Hourly Tournament

Parking Lot

Softball Field:
Hourly Tournament

2. RENTER INFORMATION

Contact Name: _____

Organization: _____

Main phone: _____ Other phone: _____

Address, City, State, Zip: _____

Email: _____

Security Deposit/Refund made payable to: _____

Address, City, State, Zip: _____

3. EVENT INFORMATION

Date of event: _____

Open to the public? Yes No

Set Up Begin: ____ a.m. / p.m.

Will minors be present? Yes No

Time event begins: ____ a.m. / p.m.

Admission fee charged? Yes No

Time event ends: _____ a.m. / p.m.

Will there be music? Yes No

Clean Up Time: _____ a.m. / p.m.

Type of music: _____

*Facility must be cleaned and secured by 12 a.m.

Will food be served? Yes No

Description of Event:

Will food be sold? Yes No

Will alcohol be served? Yes No

Will alcohol be sold? Yes No

Estimated attendance: _____

Name of representative: _____

FACILITY	RENTAL RATE	DEPOSIT
Veteran's Hall	\$75.00/hr	\$350.00
Council Chamber	\$75.00/hr	\$350.00
Jim White Park/Munoz Park		
Gazebo/Shelter	\$30.00/day	\$100.00
Parking Lot Events	\$200.00/4 hours	\$100.00
Tournaments – per field	\$250.00/day	\$100.00
Soccer Field	\$45.00/first two hours \$15.00/each additional hour	\$100.00
Softball Field	\$45.00/first two hours \$15.00/each additional hour	\$100.00

[CONDITIONS OF USE FOLLOW]

CONDITIONS OF USE

A. GROUP PRIORITY RATING

- I.** An individual or group seeking permission to utilize the Facilities will be classified in one of the following priority groups. These classifications are used to establish 1) priority of use, 2) applicability of a fee, and 3) amount of the fee, if any.

The priority groups are as follows:

- Group A - Activities conducted and or sponsored by the City
- Group B - Activities conducted by governmental agencies
- Group C - Non-profit service organizations or organizations sponsoring a public forum or candidate's night
- Group D - Private events, i.e.: wedding, anniversary, birthday, work parties, and faith-based organizations.

Priority for use of the facility will be in alphabetical sequence, with Group A applicants receiving highest priority and Group D applicants the lowest priority.

RENTER shall be classified and assigned a Group in accordance with the definition and priority rankings set forth in the section titled Group Priority Rating.

B. RESERVATIONS

- I.** RENTER desirous of a FACILITY should make reservations well in advance of the intended date of use because demand for facilities may be high and dates may fill quickly. Reservation made within 30 days of the rental date must be paid in full by cash or credit card; check will not be accepted.
- II.** A FACILITY is not considered rented until (1) RENTER submits the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City of McFarland; and (2) the City of McFarland, in its sole discretion, approves such rental in writing.
- III.** A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this AGREEMENT.
- IV.** RENTER shall provide the City of McFarland Manager or his/her designee with a single contact who is to serve as the representative for RENTER's activities.
- V.** RENTER shall be responsible for securing all required permits and licenses.
- VI.** The FACILITY shall be used for the purpose stated in this agreement and no other use will be permitted
- VII.** RENTER shall not use the City of McFarland's name to suggest endorsement or sponsorship of the event without prior written approval of the City of McFarland's Manager or his/her designee. RENTER's publicity of the event shall clearly and accurately identify the name of the sponsoring

organization or individual.

- VIII.** RENTER shall permit any City of McFarland officers, employees, or agents to visit the event described in this AGREEMENT.
- IX.** RENTER shall be responsible for picking up the keys to the FACILITY, if any, from the City of McFarland prior to the event. RENTER shall return keys immediately following the event to the City of McFarland.
- X.** 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 McFarland.
- XI.** The City Manager shall have the authority to cancel or postpone use of the FACILITY if such action is deemed necessary by the City of McFarland. Whenever possible, a twenty-four-hour notice will be given to the RENTER.
- XII.** Cancellations or changes to the AGREEMENT must be submitted in writing from the RENTER.
- XIII.** Refunds are not available for early departure from a scheduled event.
- XIV.** Cancellation refunds will be processed within forty-eight (48) hours upon submission of the written cancellation. Please allow four to six weeks for the Finance Department to process and mail.
- XV.** Reservation cancellation charges are processed as follows:
 - a.** 61 days or more before the event will result in City's retention of 50% of the security deposit rental fee
 - b.** 31 to 60 days before the event will result in City's retention of 50% of the required rental fee
 - c.** 30 days before the event will result in retention of the full amount of the room rental

C. FEES/CANCELLATIONS/REFUNDS

- I.** The City of McFarland requires 50% of the rental fee and/or a deposit from RENTER. If the rental is 30 days or less from the date the Application is submitted to the City, the rental fees are due in cash or credit only.
- II.** Any person or agency holding a reservation for the use of City of McFarland 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.
- III.** The City of McFarland may charge an additional rental rate for any event continuing past the ending time stated in this AGREEMENT.
- IV.** RENTER is responsible for any lost keys, and any costs that the City of McFarland might incur to replace and/or re-key the FACILITY.
- V.** 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 McFarland as a result of same and these fees shall be billed to RENTER.

D. INDEMNIFICATION AND INSURANCE

I. RENTER shall indemnify, defend, and hold harmless the City of McFarland, 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 McFarland, its officers, employees, or agents.

II. General liability insurance. RENTER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage limits shall be doubled (\$2,000,000/\$4,000,000) and must include full liquor liability. Such insurance shall name the City of McFarland, its officers, employees, agents, and volunteers as additional insureds prior to the rental date of the FACILITY. RENTER shall file certificates of such insurance with the City of McFarland, which shall be endorsed to provide thirty (30) days notice to the City of McFarland of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of McFarland may deny access to the FACILITY.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Requirements of specific coverage features, or limits, contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the City of McFarland requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of McFarland.

III. 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 McFarland's facilities and adjoining property to the City of McFarland Manager or his/her designee, in writing and as soon as practicable.

IV. RENTER waives any right of recovery against the City of McFarland, its officers,

employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of “acts of God” to the City of McFarland, its officers, employees, or agents.

- V. RENTER waives any right of recovery against the City of McFarland, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with RENTER’s use or occupancy of the FACILITY and adjoining property, even if the City of McFarland, its officers, employees, or agents seek recovery against RENTER.

E. ALCOHOLIC BEVERAGE USE AND SERVICE

- I. The use of alcohol in the Facility is exclusively by written permission in advance and must comply with applicable law and provisions of this Policy. Failure to comply with any regulations will result in immediate revocation of the permission to use alcohol and termination of the event. Additional regulations and specifications may be required in the facility use permit for any event.
- a. “Alcohol use” refers to any beverage that contains any amount of alcohol.
 - b. Security is required to be present at all events at which alcohol is served. Cost of the security is the responsibility of the user.
 - c. Alcohol shall not be served to minors. The user’s failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposits and all of the room fees.
 - d. Permission to serve alcohol shall not be granted for any event where a majority (50% plus one) of guests in attendance will be under the age of 21.
 - e. Alcohol may not be served or consumed in the parking lot.
- II. License Requirements (when alcohol is to be sold)
- a. No sales or requests for donations for alcohol are permitted without a license from the State Alcoholic Beverage Control Board (ABC).
 - State Alcoholic Beverage Control Board is located at 4800 Stockdale Highway, Suite 213, Bakersfield, CA 93309. Their telephone number is (661) 395-2731.
 - b. A copy of your contract must be furnished to ABC when applying for this license.
 - c. A copy of the ABC license must be furnished to the City a minimum of seven (7) working days prior to the event and posted in plain view near the bar or where alcohol is being served.
 - d. A one-day alcoholic beverage permit can only be issued to a non-profit organization and only if the proceeds are going back to the non-profit organization.
- III. Private parties shall not sell alcohol on their own, but must arrange this through a licensed caterer. The caterer must have a License (Type 47 or 48), which enables the caterer to sell beer, wine and/or distilled spirits (hard liquor). If the caterer does not have this license the private party cannot sell alcohol, NO EXCEPTIONS. It is illegal for a private party to sell alcohol on their own.
- IV. The service of alcohol at any event is limited to a maximum of five (5) consecutive hours. Serving of any alcoholic beverage must end one (1) hour before the close of the event.
- V. All alcohol must be distributed by a server from behind a table or bar, which must be monitored by the server at all times. The server(s) must be an adult, over the age of 21 who is to be

responsible for ensuring that no minors are served and that no guests are over-served. The server may not consume alcohol while on duty.

VI. The service of alcohol requires an additional deposit of \$150.00.

F. SECURITY

- I.** The City of McFarland, at its sole discretion, may require a certain number of security officers for the event. RENTER shall be responsible for procuring and paying for security officers through the City of McFarland or a private security agency. Should the City determine that security is required, the City shall require, at a minimum, at least one (1) security guard for every fifty (50) people attending the RENTER's event.
- II.** RENTER is solely responsible for supervising all individuals at the FACILITY and adjoining property during the event. The City of McFarland is not responsible for providing this supervision. However, the City of McFarland may evict individuals from the FACILITY during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

G. SET UP / CLEAN UP / DECORATIONS

- I.** RENTER, caterers, bands, transportation of rental equipment, and related individuals and activities will be permitted access to the FACILITY for 2 hours prior to and after the event time period. RENTER shall be responsible for arranging access during the setup/cleanup times for entry and exit of the FACILITY.
- II.** RENTER shall not prepare or decorate the FACILITY prior to the rental start time, unless RENTER provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
- III.** 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.
- IV.** RENTER shall be responsible for all cleanup 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.
- V.** RENTER shall not store any equipment or materials at the FACILITY or adjoining property without the prior written approval of the City of McFarland Manager or his/her designee.
- VI.** 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, RENTER shall be charged for any and all janitorial and/or repair fees incurred by the City of McFarland as a result. Any damage or breakage to the building or equipment must be reported immediately

to the City of McFarland.

VII. If applicant chooses to rent equipment (tables, chairs, etc.) site Staff are not responsible for set-up or tear down of rented equipment.

VIII. Renter shall not have any open flames, smoke or fog machines in any part of the FACILITY.

H. EQUIPMENT / ACCESSORIES

I.

RENTER shall not remove, relocate, or take City of McFarland property outside of the FACILITY for any reason without the prior written approval of the City of McFarland Manager or his/her designee.

II. RENTER shall not use City of McFarland equipment, tools, or furnishings located in or about the FACILITY without the prior written approval of the City of McFarland Manager or his/her designee.

III. RENTER shall not drive motorized vehicles on field or green space.

IV. The City of McFarland does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. RENTER, at its own cost, may bring these systems into the FACILITY for their use.

V. RENTER shall secure the approval of the City of McFarland before using audio/visual systems, public address systems, and live or recorded amplified music. RENTER shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of McFarland Manager or his/her designee.

I. MISCELLANEOUS

I. RENTER shall comply with all local, state, and federal laws and regulations related to the use of the FACILITY. The RENTER agrees to abide by all applicable federal and state accessibility standards and regulations.

II. RENTER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY.

III. Gambling of any kind is not permitted at the FACILITY.

IV. Smoking is not permitted at all FACILITIES.

V. No animals are permitted at the FACILITY, with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.

VI. If RENTER violates any part of this AGREEMENT or reports false information to the City of McFarland, we may refuse RENTER further use of the FACILITY and RENTER shall forfeit a portion of or all of the rental fee and/or the deposit.

VII. The City of McFarland may impose additional requirements as deemed necessary to protect

the health, safety, and/or welfare of the community.

- VIII.** Any person aggrieved by the City of McFarland's decision with respect to this AGREEMENT may appeal to the City of McFarland Manager or his/her designee in writing no later than five (5) days after the City of McFarland's decision has been communicated to the aggrieved party.
- IX.** If any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- X.** The Police Chief, City Manager, or Community Development Director may close the FACILITY and or cancel rental reservations in the event of hazardous weather conditions, fire hazards, and fire in the area. Whenever possible, a 24-hour notice will be given. Please observe and obey all posted fire closings.
- XI.** All applications by McFarland Schools, groups and or clubs must be approved by the McFarland Unified School District Superintendent.

[SIGNATURE PAGE FOLLOWS]

IMPORTANT

I am an authorized 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 the attached specific facility regulations and agree to all of the aforementioned rules, regulations, and conditions of use.

Date: _____ Signature: _____

Print name: _____

Organization: _____

----- CITY OF MCFARLAND USE ONLY -----

Date Application Received: _____ Permit # _____ Date Distributed: _____

TYPE OF USER GROUP: Priority A: _____ Priority B: _____ Priority C: _____ Priority D: _____

Tax ID Number / Business License Number: _____

Facility Fee (1)	_____	\$	_____		
Facility Fee (2)	_____	\$	_____		
Additional Hours	_____	\$	_____		
Event Staff Recovery Fee	_____	\$	_____	_____ Staff	x \$ _____ per hour x _____ hours
Kitchen	_____	\$	_____		
Maintenance Fee	_____	\$	_____		
Electricity/Other	_____	\$	_____		
Total Facility Fees	_____	\$	_____		
Security Deposit	_____	\$	_____		

Total Amount Due \$ _____ **Due By:** _____

Payment 1: _____ Balance: _____ Receipt #: _____

Payment 2: _____ Balance: _____ Receipt #: _____

City Approval

Date

Bring Payment to: City of McFarland
401 W Kern Ave
McFarland, CA 93250

Checks payable to the
City of McFarland