

BROOKHURST COMMUNITY CENTER | 2271 W. CRESCENT AVE. | ANAHEIM | CA 92801
ANAHEIM COMMUNITY SERVICES DEPARTMENT (ACS) -- FACILITY USE GENERAL REGULATIONS

Please read and initial each of the regulation guidelines

1. Agreements for Use forms and any other required paperwork must be filed and all fees paid at the time of application. Fees must be paid by charge card (Master Card, Visa or Discover), check, or money order, **no cash**. _____
2. Approved Agreements for Use forms may not be transferred, assigned, or sublet. _____
3. All facility uses will be scheduled with payment on a first-come, first-served basis. Allocation of rooms will be the responsibility of the ACS representative. Agreements for Use forms may be issued up to one year in advance of the date. Applications submitted less than ten (10) working days in advance of desired use shall be approved only if staffing and other requirements can be met. A rush fee will be applied. _____
4. Agreements for Use for non-alcohol events will only be issued to persons 18 years or older. Agreements for Use for events involving alcoholic beverage service will only be issued to individuals 21 years or older. _____
5. Denial of Agreements for Use may be made by ACS on the basis of the following reasons: _____
 - The Facility is incapable of accommodating the proposed activity or the number of people who will be involved.
 - The applicant has failed to comply with all the conditions required for the event or with facility usage policies, procedures, and regulations.
 - The nature of the activity endangers the participants, facility, equipment, or staff.
 - The applicant is unable to meet special conditions required for the activity/event or fails to comply with facility use policies, procedures and regulations.
 - The facility is not available.
6. Fees and deposits will be assessed for events as set forth in the current year fee policy approved by City Council. _____
7. Only City Council has the authority to waive fees. Tenant's desiring fees be waived must submit their request in writing to ACS for presentation to City Council approximately 120 days prior to the event. _____
8. Loss of security/damage deposit fee will result if one or more of the following exist: _____
 - Cancellation of event by Tenant.
 - Facility damage beyond normal use.
 - Excessive maintenance is required following use.
 - Any act by the Tenant group requiring police action.
 - Closing down of an event in progress due to violation of City policies, rules, or regulations governing such usage.
9. Cancellation of Agreement for Use must be received in writing. Cancellation fees are assessed as follows: _____
 - If written cancellation notice is received 90 to 120 days prior to reserved date, the application processing fee, as well as fifty-percent (50%) of all rental fees are forfeited (remain as revenue to the City). The security/damage deposit (DTF) must be returned to the tenant. Payment for Liability Insurance (Alcohol) must be returned to the tenant.
 - If written cancellation notice is received 31 to 89 days prior to reserved date, the application processing fee, as well as seventy-five percent (75%) of all rental fees are forfeited. The security/damage deposit (DTF) must be returned to the tenant. Payment for Liability Insurance (Alcohol) must be returned to the tenant.
 - If written cancellation notice is received 30 days prior to reserved date, all fees including security/damage deposit (DTF), and processing fees are forfeited. Payment for Liability Insurance (Alcohol) must be returned to the tenant.
 - Upon approval, a credit balance, either from refunded rental fees, liability insurance, or security/damage deposit, maybe held for up to 120 days (4 months) from the original reservation date.
10. All groups and individuals using the facilities must comply with City, County, State, and Federal laws. Failure to abide by these laws or established ACS policies and regulations shall result in the loss of Agreement for Use and forfeiture of all fees and deposits. _____
11. Maximum occupancy for event shall be stated on the agreement and must be adhered to at all times. Exceeding occupancy limits will result in termination of event. _____
12. Changes, alterations, or defacement to any facility, its furnishings or equipment will not be permitted. Any person or group causing damage to property or equipment will be required to pay for current cost of repair including labor, or replacement to restore facility, furnishings, or equipment to its original condition. Until full payment for damage is received, the City shall have the right to reject future applications without any stated cause. _____

13. Removal of equipment from building is prohibited. Moving, rearranging, or altering equipment is also prohibited. _____
14. Facility user's property, supplies, and equipment including dance floors must be removed from the facility immediately following activity. Room rental fees applicable for floor storage before and after events. _____
15. Storage is not permitted. _____
16. Smoking is not permitted in the facility. Smoking is limited to the outside patio areas. _____
17. No loitering is allowed in the facility, surrounding grounds, or parking areas. _____
18. No sleeping or lodging will be permitted within the facility. _____
19. Animals are not permitted in the facility except for those that are used in aiding a person with a disability. _____
20. Advertising signs are not permitted at any ACS facilities. Advertising materials, flyers, or other promotional material in the public interest may be left in the office for approval and will be displayed in designated areas as space is available. Any items posted without approval will be removed and discarded. _____
21. All exhibits, shows, and public gatherings must comply with the minimum fire safety requirements established by the Anaheim Fire Department. _____
22. Decorations are allowed in all rooms provided they are of flame resistant materials and are approved in advance. Open flame, candles, and/or other device require a fire permit. **Use of nails, staples, tacks, tape, or other materials are prohibited.** All decorations must be removed by tenant immediately following activity. _____
23. Use of bubbles, birdseed, rice, or other granular substances is prohibited. _____
24. Tenant is responsible to leave the facility clean, with all trash in the provided receptacles, or bagged securely adjacent to the receptacles. _____
25. Insurance Certificates and endorsements shall be required for events and activities open to the public, and for events involving moderate to high risk activities as determined by the City's Risk Manager. Policy limits shall be a minimum of \$1,000,000 combined single limits unless otherwise required by the City's Risk Manager. The policy must list the City of Anaheim, its officers, employees, and volunteers as additional insured. _____
26. Approved bonded, licensed security guards and/or off-duty Anaheim Police Officers may be required for events as determined by ACS representative. It shall be the responsibility of the applicant to make the required security arrangements and payments directly to the security provider. Written proof of contract is required thirty (30) days prior to event. _____
27. Public dance permits are required for dances open to the public. _____
28. For events open to the public that offer items for sale, a current Anaheim Business License is required. _____
29. The Brookhurst Community Center allows alcoholic beverage service only with General Liability Insurance provided by Tenant. If any alcohol is being sold, a one day ABC License, approved by the ACS Superintendent and Insurance is required. _____
30. Service of alcoholic beverages to minors (under 21 years) is strictly prohibited. Service of alcoholic beverages will not be permitted at any event where 50% or more of the attendees are minors. Service of alcoholic beverages will not be permitted for any event in celebration of a minor (i.e., birthday, graduation, baptism, quinceañera, etc.). _____
31. Applicant desiring to serve alcoholic beverages must read and sign an Alcohol Regulations Form and agree to abide by the regulations listed. _____
32. The Brookhurst Community Center staff reserves the right to terminate alcoholic beverage service or to terminate any event at any time if the welfare and safety of participants is endangered, or if the facility is not used as was contracted. _____

—HOLD HARMLESS INDEMNIFICATION—

By executing the AGREEMENT, TENANT acknowledges that TENANT has received a copy of the "BROOKHURST COMMUNITY CENTER -- FACILITY USE GENERAL REGULATIONS." These Regulations are considered to be incorporated in the AGREEMENT. TENANT shall abide by all terms and conditions contained therein, and any modifications to such Regulations of which TENANT receives written notice. TENANT may obtain additional copies of the Regulations from an ACS representative.

TENANT agrees to indemnify. Defend (at CITY'S option) and hold harmless the City of Anaheim (CITY), their officials, officers, and employees (also referred to as "INDEMNIFIED PARTIES") from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with TENANT'S use and/or occupancy of ACS premises or arising out of any act or omission of TENANT or any of TENANT'S employees, agents, contractors, representatives, patrons, guests, or invitees' excepting such claims, demands, defense costs, liability, expense or damages arising out of the sole negligence of one or more of the INDEMNIFIED PARTIES. Notwithstanding the provisions of the above paragraph, TENANT further agrees to assume all risk, and to indemnify, defend, and hold harmless the INDEMNIFIED PARTIES from and against all claims, demands, defense costs, liability expense, or damages of any kind or nature arising out of or in connection with damage or loss of any property belonging to TENANT or TENANT'S employees, exhibitors, contractors, representatives, patrons, guests, or invitees. It is understood by the parties that, should TENANT wish to attempt to mitigate its liability for damage to or loss of the property of its exhibitors, it is the sole responsibility of the TENANT to ensure that TENANT'S agreements with its exhibitors contain wording holding TENANT and the INDEMNIFIED PARTIES harmless for such loss or damage; however the inclusion or exclusion of such language in no way diminishes TENANT'S liability or responsibility to the INDEMNIFIED PARTIES under this paragraph.

TENANT further agrees to indemnify CITY for damage to or loss of CITY property arising out of or in connection with TENANT'S use and/or occupancy of an ACS premises, or arising out of any act or omission of TENANT or any of TENANT'S employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the sole negligence of one or more of the INDEMNIFIED PARTIES.

I have read and understand the above Regulations and Hold Harmless/Indemnification and agree that my group and I will abide by these.

Tenant's Name (printed) _____

Tenant's Signature _____

Date: _____