

CITY OF LANCASTER
Parks, Arts, Recreation & Community Services Department
FACILITY RESERVATION APPLICATION

Step 1 - Request

Lantern Room at MOAH
 Cedar Hall at MOAH:CEDAR
 Pavilion at Prime Desert Woodland Preserve
 Garden at Western Hotel Museum

Step 2 – Applicant Information

Name of Applicant or Authorized Designee _____
Name of Organization (if applicable) _____
Address: _____ City: _____ Zip: _____
Primary Phone: _____ Secondary Phone: _____ Email: _____
Is your organization a non-profit? _____ If yes, please submit a copy of your IRS determination.

Step 3 – Additional Information

Type of Event: Meeting Wedding Birthday Family Gathering Other: _____
Date Requested: _____ Alternative Date: _____
Estimated Attendance: _____ Is this event open to the public? _____
Will admission be charged or tickets sold? _____ Will vendors be charged? _____
Set-up time: _____ to _____ Will alcohol be served? _____
Event time: _____ to _____ Bar opens: _____
Clean-up time: _____ to _____ Bar closes: _____
Hours requested include set-up and clean-up times. Security required for over 100 attendees and/or alcohol service.

Will you have any of the following? DJ/Live Band Live Entertainment
Other _____

Step 4 – Refund Policy

I have read and understand this Facility Reservation Application including the summary of the City of Lancaster ordinances and City/Department refund policies. _____ Initials

Step 5 – Approval Process (for staff use only)

Coordinator: _____ Date: _____ Facility Deposit: \$ _____
Supervisor: _____ Date: _____ Alcohol Deposit: \$ _____
Insurance Fee: \$ _____

Approved Pending Denied

Customer contacted on: Date: _____ Initials _____
Final payment date: _____

Reservation Fee: \$ _____
Security Fee: \$ _____
Other: \$ _____
Total: \$ _____

RESERVATION GUIDELINES

1. All applications are tentative until the approved Facility Permit is issued. This application submission does not secure a rental date or location.
2. All applications will be reviewed and contacted within approximately 10 business days after the application submission date.
3. Security Deposit Payment is required to secure the facility and date requested. Payment will only be accepted after the application has been approved by the PARCS department.
4. The applicant or authorized designee is responsible for reservation(s) listed on this application and for the conduct of all attendees. No third-party rentals will be allowed.
5. The applicant or authorized designee must be 18 years of age or older and shall be present during the time of the reservation(s). Applicant and/or authorized designee must be 21 years of age for events serving alcohol.
6. Facilities may not be scheduled more than twelve (12) months in advance.
7. Facility reservation(s) for business profit or subletting will not be allowed at any city facility.
8. Any non-sufficient funds (NSF) checks will void reservation with no guarantee of re-securing rental date.
9. The Facility Permit is proof of reservation and should be kept with payment receipts.
10. Refunds or credits are issued at the discretion of the PARCS Department based on the refund policy and procedures.
11. For non-profit organizations - provide written verification of current non-profit status 501(C)3 form. Form is subject to verification.
12. The City of Lancaster, PARCS Department reserves the right to refuse or cancel any Facility Reservation Application at any time.
13. Read and initial the following City/Department rules and policies.

Facility Reservation Permit

_____ (initials)

1. When applicable, refund checks, including refundable deposits, are issued to the payer within 4-6 weeks after the conclusion of the reservation.
 - Cancellations more than at least 45 days prior to the rental date will receive all fees paid.
 - Cancellations less than 45 days prior to rental date will forfeit 100% of all fees paid.
2. All rentals that serve alcohol require an alcohol deposit and additional alcohol insurance, pending approval. In addition, all alcohol must be served by an approved licensed bartender.
 - Only beer and wine with alcohol content under 20% is allowed.
 - Beer and wine are to be served in non-glass containers.
 - Beer and wine may only be consumed inside designated rental area.
 - Beer and wine may be served a maximum of four hours, but not later than 10pm.
 - No person under the age of 21 will be permitted to drink or serve alcohol.
 - Must be approved by the PARCS Department.
3. Alcoholic beverages shall not be served to minors. The user's/renter's failure to comply, monitor and enforce this provision is grounds for terminating the event immediately and forfeiture of all security deposits and all fees paid.
4. No alcohol will be allowed if guest of honor is less than 21 years of age. In addition, alcohol will be prohibited when "the majority (50% plus one) of guests in attendance will be under the age of 21.
5. Security guard services (a minimum of two guards) will be required anytime there are over 100 guests, music entertainment and/or alcohol is served. For groups in excess of 100 people an additional guard is required, and an additional fee is required. Security guard(s) will be arranged by the PARCS Department.
6. Facility capacities are in place for the safety of your guests. Plan carefully when scheduling your event. If you have questions regarding facility capacities, contact the Rentals Team at the Lancaster Museum of Art and History: (661) 723-6250.
7. Applicant is required to wipe off tables, chairs, and counters, sweep floors, completely remove any decorations, and deposit all trash in trash receptacles at the conclusion of the rental.
8. Overnight storage for facility rental supplies or equipment will not be provided by the City of Lancaster.

Refund Policy

_____ (initials)

Cancellations *less than* 45 days prior to rental date will result in forfeit of 100% of all fees paid. Cancellations more than 45 days prior to the rental date will receive a refund of all fees paid.

City/Department Policies to Which Applicant Must Adhere

_____ (initials)

1. Applicant will be held financially responsible for any damages to City facilities, works of art, and/or equipment that occurs during their rental period. Any and all damage must be reported to staff immediately. Applicant may be charged additional fees if applicant does not adhere to the agreement. Refusal by applicant to clean a facility may result in forfeiture of deposit and/or denial of future reservations.
2. All renters are required to provide liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 per aggregate naming the City of Lancaster, its elected officials, officers, employees and volunteers as additional insured. The additional insured endorsement must be submitted with the certificate. All insurance will be reviewed by Risk Management. Failure to provide appropriate documentation will result in cancellation of reservation(s). The City provides a liability policy for an additional fee unless alcohol is served. If alcohol is served, insurance must be obtained from a third-party provider.
3. A security deposit, paid in full, is due at the time of the reservation date. This reservation is not guaranteed until security deposit is paid. The balance of all facility rental fees is due no less than 45 days prior to the reservation date. Fees not paid by the deadline date will result in cancellation of the reservation(s). Payment is made payable to the City of Lancaster. Only cash, checks, money orders, and credit card payments are accepted. However, if the City allows any outstanding balances to be paid within 45 days prior to the date of reservation date, then only cash,

credit card, or money orders will be accepted (no checks). Please allow four to six (4-6) weeks to process the return of the security deposit after the reservation date.

4. Staff will assist in making chairs and tables accessible to the renter. All city equipment must remain within designated rental area. Please consult with the Rentals staff at the Lancaster Museum of Art and History to make sure there are enough chairs and tables for your reservation. Additional chairs and tables brought by the applicant must first be approved in writing by an authorized representative of the PARCS Department. Final needs and layout must be determined a minimum of 2 weeks prior to the event, or a standard layout will be used. Additional tables and chairs to accommodate additional guests on the day of will not be permitted.
5. Kitchen spaces are designed for food staging and serving only, as cooking is prohibited. Washing dishes and utensils in restroom sinks is strictly prohibited. Catering vendors must obtain a City of Lancaster Business License, Los Angeles County Health Permit, and Insurance, and these must be preapproved by city staff.
6. The applicant agrees that if the event listed on this Facility Reservation Application is open to the general public, applicant will not exclude any person from participating in, deny anyone the benefit of, or otherwise subject to, discrimination on the basis of race, color, ancestry, national origin, citizenship, immigration status, primary language, religion, sex, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, military or veteran status, age or disability.

City Indemnification/Release of Liability

Applicant hereby releases, waives, and discharges the City and its elected and appointed officials, officers, staff, volunteers (collectively, "Releasees") from any and all alleged and actual claims, damages, remedies, causes of action, demands and other liabilities (collectively, "Liabilities") arising out of or in any manner related to the Applicant's reservation and use of the City's facilities or the use of the City's facilities by guests of Applicant. The foregoing release and waiver applies to all Liabilities, whether retrospective, current, or prospective, known or unknown, foreseeable or unforeseeable, whether caused by the negligence of the Releasees or otherwise.

Applicant hereby assumes full responsibility for any risk of bodily injury, death or property damage due to the negligence of Applicant or their guests, or participation in any activity at the City's facilities, or while otherwise in or about the City's facilities in any manner related to the activity on any and all occasions that the Applicant or their guests enter the City's facilities pertaining to Applicant's reservation and use of City's facilities.

Applicant hereby agrees to indemnify, defend (with counsel of the City's choosing) and save and hold harmless the City and the Releasees from any and all liability, claims, suits, actions, arbitration proceedings, administrative or regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including actual attorneys' fees incurred by the City, court costs, interest, defense costs, expert witness fees, and any other costs of any kind incurred in relation to or in any way attributable to Applicant's use of City's facilities including, but not limited to, any liability, harm, penalty, or loss to persons or property, or which may arise from any violation of law.

With respect to the matters released hereunder, the Applicant waives any rights or benefits that they might otherwise have under California Civil Code section 1542, or any other similar law. California Civil Code section 1542 provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The prevailing party in any action to enforce this Facility Reservation Application and Agreement shall be entitled to reasonable attorney's fees and costs. Should any provision of this Facility Reservation Application and Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby.

(signatures on following page)

Applicant agrees that they have carefully read and understand this Facility Reservation Application and Agreement and all of its terms. **APPLICANT UNDERSTANDS THAT THE WAIVER AND RELEASE CONTAINED IN THIS AGREEMENT WILL PREVENT APPLICANT, ITS GUESTS OR EACH OF THEIR ESTATES FROM RECOVERING DAMAGES IN THE EVENT OF BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY.** Nevertheless, Applicant executes this Facility Reservation Application and Agreement freely and voluntarily and agrees that it will be binding upon Applicant, Applicant's guests, and each of their heirs, assigns, successors, and legal representatives. Applicant agrees that they have read, understand and voluntarily sign this Facility Reservation Application and Agreement covering any and all occasions that the Applicant or their guests use or enter the City's Facilities during any activity.

Applicant's Acknowledgment and Signature

I, _____, (Applicant) have read and understand this Facility Reservation Application. **I UNDERSTAND THAT ALL PORTIONS OF THIS FACILITY RESERVATION APPLICATION AND AGREEMENT MUST BE SIGNED BEFORE IT WILL BE CONSIDERED BY THE CITY AND THAT SUBMISSION OF THIS APPLICATION DOES NOT CONSTITUTE OR GUARANTEE ITS APPROVAL.** The City of Lancaster reserves the right to refuse or cancel any approved application. I will be responsible for the reservation(s) listed on this application and if I or my guests breach this contract/agreement, any City Ordinance, and/or any City/Department Policies in any way, then I will forfeit the deposit(s) and the event will be cancelled. I will be responsible for any additional fees which will be imposed by the City. The City of Lancaster Ordinances can be viewed online at www.cityoflancasterca.org.

I, understand that I must be present during the entire reservation period, and agree to do so. My signature listed indicates that the information I have provided is true and accurate.

CITY OF LANCASTER
Parks, Arts, Recreation & Community Services Department
FACILITY RENTAL AGREEMENT TERMS & CONDITIONS

The following is a list of general rules and regulations along with City codes that might be of use to you and your guests before, during, and after your event. The City of Lancaster strives to make our rentals safe, clean, and customer service friendly. However, to achieve this, your willingness to follow this agreement is extremely important.

I, _____, agree to follow the rules and regulations listed below. I understand that it is my responsibility to notify my guests of such rules and ensure that they abide. Also, I understand that the set-up and clean-up are my responsibilities; and furthermore, I agree to leave the facility in the same condition as when I rented it. Noncompliance with these terms and conditions will result in the forfeiture of the security deposit.

_____ Rental of equipment and/or services with party supply companies or otherwise (chairs, tables, florists, linens, caterers, etc.) must first be approved by the City of Lancaster. All rented equipment and/or services must be removed from the facility immediately following the event. Overnight storage will not be provided by the City of Lancaster.

_____ Decorations must be free-standing. There is no use of tape, staples, tacks, or other damaging fasteners permitted in any of the rental spaces. No confetti or glitter is permitted. Renter cannot touch artworks under any circumstances. Renter cannot move any decorations or furniture installed by Museum staff without approval from the City of Lancaster. Smoke/fog machines are not permitted.

_____ Smoking is prohibited in all City-owned facilities and within 20 feet of said facilities.

_____ Food and drink are not allowed in exhibiting areas, including galleries and hallways containing art installations. All food, drinks, or consumable items must remain in designated locations.

_____ If renter is serving alcohol, they are required to provide additional Alcohol Liability Insurance and will not be covered under the City of Lancaster's optional liability insurance. Alcohol may only be served by an ABC licensed caterer/bartender. Unauthorized alcohol service will result in loss of deposit and immediate termination of the event. If any guests are deemed to be behaving inappropriately, they will be escorted from the property.

_____ Requested rental period INCLUDES set-up/decorating, deliveries, and clean-up. Charges apply from the moment the renter occupies the facility. Entry before the contracted time is not permitted.

_____ A security deposit for damages is required to secure a reservation. At the conclusion of the event, this deposit will be refunded if these policies are followed and no damages occur. Cash/check deposits are refunded by mail and will be received within 4-6 weeks. Credit card deposits will be refunded within 72 hours of event completion to the original card that was used, unless otherwise specified.

_____ No advertising including City of Lancaster logos or facility logos is permitted. All signage used during the event must be approved by the City of Lancaster. Any signage must be freestanding (not attached to permanent structures), must not block rights-of-way, including sidewalks, streets, parking spaces, or any City signage.

_____ The City of Lancaster reserves the right to cancel functions or reject future applications if there is any misrepresentation of the event, policies/regulations are not followed, property/equipment is damaged, or if guests act unlawfully or inappropriately. If a cancellation takes place for any of these reasons, the City will retain all rental funds and the security/damage deposit.

_____ Any member of the rental party, including renters, their guests, or vendors, remaining beyond contracted time will be charged in 15-minute increments determined by the facility's hourly rate plus staffing fee.

_____ For all ticketing events, tickets must be pre-sold. No sales at the door will be permitted. City staff are not responsible for verifying tickets or guest lists. Renter may designate someone to check in attendees at the start of their event.

_____ Reservations must be made at least 45 days in advance. Scheduling less than 45 days in advance can be accommodated in some circumstances, pending staff approval. Reservations scheduled less than 45 days in advance must be paid in full at time of booking.

_____ Fees must be paid in full 45 days prior to the event. Reservations with unpaid balances are subject to cancellation, forfeit of any paid fees, and return of security deposit. My fees must be paid on or before: _____.

If I or my guests breach this agreement and/or any City ordinances or City/Department policies, then I may forfeit the deposit, incur additional fees which may be imposed by the City of Lancaster, or relinquish my reservation of the facility.

Signature of Renter

Date

MOAH Supervisor

Date