



# City of La Habra Heights

1245 N. Hacienda Road, La Habra Heights, CA 90631

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## 2020-2021 RENTAL APPLICATION

**'THE PARK' OPERATING HOURS: Sunday - Thursday 6:00 am to 10:00 pm Friday - Saturday 6:00 am to 11:00 pm**

REQUESTED FACILITY: GAZEBO  GYM  MULTI-PURPOSE ROOM   
ENTIRE PARK  LOWER PARKING LOT  CITY SPONSORED EVENT

|                    |       |          |   |  |  |
|--------------------|-------|----------|---|--|--|
| NAME OF APPLICANT: |       |          | NAME OF ORGANIZATION (IF APPLICABLE):               |  |  |
| APPLICANT ADDRESS: |       |          | PRIMARY PHONE NUMBER:                               |  |  |
| CITY:              | STATE | ZIP CODE | DRIVER LICENSE NUMBER:                              |  |  |
| TYPE OF EVENT:     |       |          | EMAIL ADDRESS:                                      |  |  |
| EXACT DATE(S):     |       |          | RENTAL HOURS (MUST INCLUDE SET-UP & CLEAN-UP TIME): |  |  |
|                    |       |          | From: To:   |  |  |

**PRIVATE PARTIES & ENTIRE PARK RENTALS MUST BE PAID IN FULL 90 CALENDAR DAYS PRIOR TO EVENT DATE OR THE RENTAL WILL BE CANCELLED**  
**ATHLETIC EVENTS & OTHER RENTALS MUST BE PAID IN FULL 30 CALENDAR DAYS PRIOR TO EVENT DATE OR THE RENTAL WILL BE CANCELLED**  
**THERE IS \$20.00 PARK RESERVATION CANCELLATION FEE**

| APPLICATION & MONITORING FEES:      |          |    |
|-------------------------------------|----------|----|
| Application Fee<br>(Non-Refundable) | \$ 62.00 | \$ |
| Monitoring Fee                      | \$ 30.00 | \$ |

| MISCELLANEOUS FEES:                                  |                  |    |
|--|------------------|----|
| Liability Insurance - Hazard I II III                | Quoted As Needed | \$ |
| Event Security (6 hours min.)<br># of Guards 1 2 3 4 | Quoted As Needed | \$ |

| REFUNDABLE DEPOSITS: |            |    |
|----------------------|------------|----|
| Facility Key         | \$ 200.00  | \$ |
| Alcoholic Beverages  | \$ 300.00  | \$ |
| Animals              | \$ 300.00  | \$ |
| Athletic Events      | \$ 600.00  | \$ |
| Gazebo               | \$ 400.00  | \$ |
| Private Party        | \$2,000.00 | \$ |
| Entire Park          | \$2,100.00 | \$ |

**\*RESIDENT IS DEFINED AS LOS ANGELES COUNTY RESIDENT (MUST SHOW PROOF)**

| PARK RENTAL FEES: GAZEBO AND GYMNASIUM<br>1885 N. HACIENDA ROAD |           | *RESIDENT | NON-RESIDENT | HOURS | AMOUNT |
|---|-----------|-----------|--------------|-------|--------|
| Athletic Event  | Per hour  | \$ 55.00  | \$ 65.00     |       | \$     |
| Gazebo  | Per hour  | \$ 40.00  | \$ 50.00     |       | \$     |
| Jumper Fee  | Flat Rate | \$ 15.00  | \$ 15.00     |       | \$     |
| Private Party:<br>Includes Kitchen & Stage                      | Per hour  | \$ 75.00  | \$ 85.00     |       | \$     |
| Entire Park   | Per hour  | \$120.00  | \$140.00     |       | \$     |
| Exclusive Lower Parking Lot                                     | Flat Rate | \$200.00  | \$200.00     |       | \$     |

| CITY HALL RENTAL FEE: MEETING SPACE ONLY<br>1245 N. HACIENDA ROAD |          | Community/<br>Non-Profit | Other   | HOURS | AMOUNT |
|---|----------|--------------------------|---------|-------|--------|
| Multi-Purpose Room  | Per Hour | \$10.00                  | \$50.00 |       | \$     |

Additional Equipment Needed:

|   |    |
|---|----|
| Refundable Deposit Totals:                          | \$ |
| Rental Fees:  | \$ |
| <b>GRAND TOTAL: (INCLUDING REFUNDABLE DEPOSITS)</b> | \$ |

- AFTER HOURS OR PROBLEMS, CONTACT THE LA HABRA HEIGHTS FIRE DEPARTMENT AT (562) 694-8283 OPTION 7.
- Applicants are not permitted to enter the facility before their scheduled start time and must vacate the facility by their scheduled end time. Unauthorized facility use may result in termination of contract and/or the levy of additional charges.
- Vehicles are not permitted to be driven and/or parked on grass areas.
- Fees are subject to change as of July 1<sup>st</sup> each year.

**IMPORTANT – PLEASE READ BEFORE SIGNING**  
**LA HABRA HEIGHTS FACILITY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

**WHEREAS**, the City of La Habra Heights (“the City”) has granted permission to use the facility of the City and,

**WHEREAS**, in consideration of the use of the facilities, the undersigned is willing to hold the City harmless and to indemnify the City against liability or loss as described below.

**NOW THEREFORE**, the undersigned hereby agrees as follows:

The undersigned, on behalf of himself or herself and any organization identified below, hereby agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, liabilities, costs or expenses, for any death or injury to any person or for any injury to property arising from or related to the use of the City’s facilities by the undersigned, by any member of any organization identified below, or by any guest of the undersigned or any organization identified below. Such cost and expense shall include reasonable attorney’s fees. This agreement to indemnify, defend, and hold harmless shall apply whether or not the City’s negligence, active or passive, its strict liability, or its fault of any kind of in any measure does, or is alleged to, contribute to the claims, losses, damages, liabilities, costs or expenses.

**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 agree to all of the aforementioned rules, regulations, and conditions of use.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization (If Applicable): \_\_\_\_\_

**KEYS:**

|         |           |
|---------|-----------|
| ISSUED: | RETURNED: |
|         |           |

**FEES RECEIVED:**

|       |       |            |
|-------|-------|------------|
| DATE: | PAID: | RECEIPT #: |
| DATE: | PAID: | RECEIPT #: |
| DATE: | PAID: | RECEIPT #: |
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**CITY OF LA HABRA HEIGHTS  
Facility Use Agreement**

It is the City of La Habra Heights (“the City”) desire that all patrons who periodically use The Park and Multipurpose Room (“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. A copy of the Facility Use Agreement will be provided. If you have any questions, please notify the City immediately. **Please read carefully, fill out Facility, Renter, and Event sections.**

**1. FACILITY REQUESTED**

Facility: \_\_\_\_\_

**2. RENTER INFORMATION**

Contact name: \_\_\_\_\_

Organization (If applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**3. EVENT INFORMATION**

Description of Event: \_\_\_\_\_ Event Hours: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Estimated Attendees: \_\_\_\_\_

Will there be vendors? Yes  No

• Jumper Yes  No

• Food Yes  No

• Rental Company Yes  No

• Petting zoo Yes  No

Active LHH Business License Yes  No

Will there be live music/DJ? Yes  No

Is this a fundraiser? Yes  No

Admission fee charged? Yes  No

Will food be served? Yes  No

Will food be sold? Yes  No

Will alcohol be served? Yes  No

Will alcohol be sold? Yes  No

\*\*\*\*\*

**City Use Only:**

Business License verified: Yes  No  N/A

Food Vendor(s) approved: Yes  No  N/A

Booth Sales approved: Yes  No  N/A

Health Permits submitted: Yes  No  N/A

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**4. CONDITIONS OF USE**

If Renter violates any part of this agreement or reports false information to the City, the City 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.

**A. RESERVATIONS**

- 1. Renter’s desirous use of the Facility should make reservations well in advance of the intended date of use. Demand for facilities is high and dates fill quickly. Rental are on a first come, first serve basis. The City does not hold dates. Events shall not be booked more than a year in advance.

- 2. Athletic Events shall be booked on a quarterly based schedule:

| <b>QUARTER</b> | <b>START OF RESERVATION</b> | <b>EVENT DATES</b> |
|----------------|-----------------------------|--------------------|
| First          | October 1                   | January – March    |
| Second         | January 1                   | April – June       |
| Third          | April 1                     | July – September   |
| Fourth         | July 1                      | October – December |

- 3. A Facility is not considered rented until (1) Renter delivers to the City the application, Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City; and (2) the City, in its sole discretion, approves such rental in writing.
- 4. 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.
- 5. Renter shall provide the City Manager or his/her designee with a single contact who is to serve as the representative for Renter’s activities.
- 6. Renter shall be responsible for securing all required permits and licenses.
- 7. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
- 8. Renter shall not use the City’s name to suggest endorsement or sponsorship of the event without prior written approval of the City Manager or his/her designee. Renter’s publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
- 9. Renter shall permit any City officers, employees, or agents to visit the event described in this agreement.
- 10. Renter shall be responsible for picking up the keys to the Facility, if any, from City Hall prior to the event. Renter shall return keys within **72** hours following the event. Any keys returned after **72** hours will automatically forfeit key deposit.
- 11. 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 an agent or employee of the City.

**B. FEES/CANCELLATION**

1. The City may require a rental fee and/or a deposit from Renter.
2. Any person or agency holding a reservation for the use of a Facility and desiring to cancel such reservation will be subject to the cancellation fee and the City may withhold a portion of or the entire rental fee for the Facility.
3. The City may charge an additional amount or double the regular rental rate for any event continuing past the end time stated in this agreement. This includes clean-up and/or not locking facility door(s) during approved rental hours.
4. Renter is responsible for lost keys, and any costs that the City might incur to replace and/or re-key the Facility.
5. All Athletic events must cancel at least seven (7) days before event date to receive a full rental refund. Events cancelled less than seven (7) days will result in a forfeit of fees.
6. All private parties and park rentals must cancel at least ninety (90) days before event date to receive a full rental refund of the Facility Use Fee (excluding application fee), Miscellaneous Fee, and refundable deposit. A cancellation fee will apply.
7. 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 as a result and fees exceeding deposit amounts shall be billed to Renter.
8. Fees are subject to change as of July 1 each year.

**C. INDEMNIFICATION AND INSURANCE**

1. Renter shall indemnify, defend, and hold harmless the City, 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, its officers, employees, or agents.
2. 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 must include full liquor liability. Such insurance shall name the City, 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, which shall be endorsed to provide thirty (30) day's notice to the City 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 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 City'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 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.

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's facilities and adjoining property to the City Manager or his/her designee, in writing and as soon as possible.
4. Renter waives any right of recovery against the City, 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, its officers, employees, or agents.
5. Renter waives any right of recovery against the City, 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, its officers, employees, or agents seek recovery against Renter.

**D. SECURITY**

1. The City, at its sole discretion, may require a certain number of security officers for an event. Renter shall be responsible for procuring and paying for security officers through the City.
2. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The City is not responsible for providing this supervision. However, the City 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 unsafe and detrimental in any way.
3. Security is required when alcohol is being served inside the gymnasium for a private party. Security is required a minimum of six (6) hours.
4. In the event security does not arrive, Renter must contact the La Habra Heights Fire Department non-emergency phone number at (562) 694-8283 option 7 (Facility afterhours).

**E. SET UP/ CLEAN UP/ DECORATIONS**

1. Turn off ALL lights, heaters, fans, and shut and lock all Facility doors. Not turning off all lights, heaters, and/or fans may result in additional charges.
2. Remove and dispose of ALL trash into roll-off bins located in the back parking lot.
3. Renter, 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. Vendors must have an active City business license.

4. 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 decoration. The City may charge an additional amount of double the regular rental rate for entering the facility before time stated in this agreement.
5. 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 as a result.
6. Renter shall not stay past the rental time stated in this agreement for necessary clean-up. The City may charge an additional amount of double the regular rental rate for staying after the time stated in this agreement.
7. 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.
8. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City Manager or his/her designee.
9. 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.
10. Renter shall bring their own cleaning supplies and trash bags. The City is not responsible for providing cleaning supplies or products.
11. All clean-up for Facility rental is the applicant's responsibility. That includes: sweeping, mopping, throwing away trash and picking up litter inside and outside the premises. Leave Facility clean, in the manner it was found. Any trash left behind after an even can result in partial or non-return of deposit. All decorations and trash must be removed at the conclusion of event.
12. No objects are to be suspended or attached to gym floor, stage, curtains, walkways or walls.
13. Vehicles are not permitted to be driven and/or parked on grass areas. Renter shall not use these areas to unload. In the event damage occurs, Renter shall be charged for ALL janitorial and/or repair fees incurred by the City as a result.
14. The City shall only provide toilet paper, paper towels, and soap dispenser that are in the current receptacles.

***F. EQUIPMENT / ACCESSORIES***

1. Renter shall not remove, relocate, or take the City property outside of the Facility for any reason without the prior written approval of the City Manager or his/her designee.
2. Renter shall not use The City equipment, tools, or furnishings located in or about the Facility without the prior written approval of the City Manager or his/her designee.
3. The City 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.
4. Renter shall secure the approval of the City 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 Manager or his/her designee.



5. If you are using a jumper and/or an animal attraction, the company must have a Certificate of Insurance filed with the City prior to rental. An original Certificate of Insurance is required in the amount of one (1) million dollars, naming the City, its officers, employees, agents and volunteers as additional insured and is due at least ten (10) business days prior to the approved rental date. The City requires an additional fee for the use of jumpers.
6. Vehicles are prohibited on green space (grass) and/or walkways. Renter shall not use these areas to unload. In the event damage occurs, Renter shall be charged for all janitorial repair fees incurred by the City as a result.
7. All athletic equipment must be put back and organized in the athletic closet next to the handicap elevator. No equipment shall block the handicap elevator.

**G. MISCELLANEOUS**

1. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
2. Children must be supervised at all times.
3. Gambling of any kind is not permitted at the Facility.
4. No congregating or loitering outside of building is allowed.
5. The City is not responsible for any property left behind.
6. Smoking is not permitted at the Facility.
7. Glass bottles are not permitted.
8. If Renter violates any part of this agreement or reports false information to the City, the City 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.
9. For private party events in the gymnasium, the bar must be in a designated area and a bartender or an adult over 21 years of age must be present to check identifications and serve beverages. Consumption of alcoholic beverages by persons under age 21 is prohibited by law.
10. No animals are permitted inside the gymnasium or MPR, 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.
11. No rice, birdseed, or confetti is allowed.
12. No lit candles and open flames are permitted on premises.
13. No fog or smoke machines are permitted on premises.
14. All tables and chairs must have tip glides to prevent floor damage.
15. Rental Companies/Vendors must have an active City business license.
16. City facilities may not be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.
17. MPR fees may be waived by the City Manager. A written request must be submitted prior to use of the facility.
18. Any person aggrieved by the City's decision with respect to this agreement may appeal to the City Manager or his/her designee in writing no later than five (5) days after the City's decision has been communicated to the aggrieved party.

**H. KEY INSTRUCTIONS**

1. Insert key into cylinder, wait three (3) seconds, and turn the key clockwise.
2. DO NOT remove battery from key.
3. Key will not work outside of paid rental time.
4. Some doors have an automatic lock.
5. Do not leave the key unsupervised.

**I. MULTIPURPOSE ROOM**

1. Renters may not move the meeting tables, wheeled chairs, and microphones.
2. Renters may use the two gray spare folding tables located in the back of the room.
3. Renter must coordinate with staff if additional equipment is needed (i.e. wireless microphones).
4. After the conclusion of the event, key must be left of the counter next to the administration door.

**J. REPORT FACILITY PROBLEMS**

After hours or problems, contact the La Habra Heights Fire Department non-emergency at (562) 694-8283 option 7 (Facility afterhours).