

Yorba Linda Community Center Policies and Procedures

Yorba Linda Based Non-Profit, PYLUSD, Government Agency & Churches

Application Procedure

- A. Patrons shall be financially responsible for personal injuries or property damages arising from the meetings or activities. A copy of the Use Policy will be provided upon request.
- B. All reservations must be made in writing by completing a Community Center Rental Application, Facility Use Contract and meeting all of the contract requirements. The reservation is not confirmed until the patron has received an approved copy of the contract signed by an authorized representative of the City.
- C. In order to qualify for Yorba Linda non-profit rates, the organization must provide proof of State of California Franchise Tax Board exemption under Sections 23701d, 23701e, 23701f, 23701g, 23701w, or 501(c)(3) of the Revenue and Taxation Code. Yorba Linda based organizations shall be based Yorba Linda. Proof of residency shall be based on their tax-exempt status filing with the IRS and State of California. Must have a minimum of 60% Yorba Linda residents and/or 60% with Yorba Linda business addresses. A membership roster and the non-profit tax exemption number shall be submitted on a yearly basis as a condition of any organization receiving classification in this group.
- D. A copy of the cancellation policy will be provided.
- E. A copy of the alcohol policy will be provided.
- F. A copy of the facility summary which includes maximum seating capacities is available upon request.

Deposits/Payment Procedures

- A. Cleaning deposits shall be refunded if clean-up standards are met and no breakage or damage has occurred. Clean-up standards will be determined by a City of Yorba Linda Community Center staff and contracted janitorial service. The Patron will be billed for damages exceeding the deposit. If damage occurs and it is less than the deposit, the difference shall be refunded. Refund checks are mailed approximately four (4) to six (6) weeks after event, credit card deposits are refunded approximately seven (7) to ten (10) days after the event.
- B. If the rental date is within sixty (60) days, or the total rental amount is less than \$500.00, full payment is due at the time of booking. If the rental date is more than sixty (60) days from the time of booking, a \$500.00 initial payment is due, per banquet room, at time of booking. Sixty (60) days prior to the event, final balance is due.
- C. When alcohol is being served at events with 100 or more people, you must hire a security guard. See Alcohol Use Policy for more information.
- D. Visa, MasterCard, Discover, American Express, check, cash or money order are acceptable methods of payment.

General Regulations

- A. Reservations must be made in writing a minimum of fourteen (14) days in advance. If alcohol is to be consumed, reservations need to be made at least 30 days in advance.
- B. Deposits and/or fees will be retained upon written cancellation by patron. See cancellation policy.
- C. Animals are not permitted in the Center unless they are used in aiding a disabled individual.
- D. Liability- The City of Yorba Linda is not liable for accidental injury to persons or loss or damage of group or individual property or loss of property. The City shall require proof of insurance coverage.
- E. Minors- Groups of minors shall be supervised by one adult for every 20 minors at all times while they are using the Community Center.
- F. The City of Yorba Linda shall not rent, lease, or allow use of its public facilities by any person or organization that illegally discriminates on the basis of race, color, creed, marital status, sex, religion, national origin, ancestry, or mental or physical disabled. The City reserves the right to deny any applicant based on security concerns and/or safety concerns.
- G. Applicants and/or organizations can reserve up to twelve (12) consecutive weeks per contract and is limited to one booking per week and per room. A contract is renewable the eleventh (11) week for the next twelve (12) consecutive week period.
- H. The contract holder must be present during the contracted event at all times. Failure to be present may result in the terminating the activity immediately and forfeiture of the refundable deposits and all of the room fees, which have been paid.
- I. Events utilizing an outside caterer must provide a copy of the caterer's insurance information thirty (30) days prior to the event date.

Supervision

- A. A City employee or employees shall be present during your reservation. The City employee(s) shall be responsible for and have authority to request changes in activities or cessation of activities; group(s) using the Yorba Linda Community Center shall comply with these requests or instructions. Patrons should consult with the City employee on duty in regard to their needs.

Security Service

- A. The City approved security firm, licensed and bonded by the State of California, is required to be present at all events of 100 or more people where alcoholic beverages are being served. All firms are pre-approved by the Yorba Linda contracted police services. Security must be present from beginning of alcohol service through the end of the clean-up hour.
- B. Events where the majority of the participants are minors will be required to have two (2) security guards present during the event and cleanup.

Facilities and Equipment

- A. Facilities and equipment are to be left in the same condition they were prior to the activity. Users of the Yorba Linda Community Center shall observe, obey, and comply with all applicable City, County, State and Federal laws, rules and regulations.
- B. All patron's property must be removed from the Center immediately following activity. The Community Center reserves the right to remove any remaining property from the premises and have them stored or discarded at the owner's expense.
- C. Meetings or activities shall be conducted in an orderly manner.

- D. Supplies/items MAY NOT be dropped off and the caterer MAY NOT utilize the facility until the contracted time. Please discuss with your vendors i.e., caterer, your time requirements for preparation/cleaning, so sufficient time will be reserved and available.
- E. Rooms are rented hourly starting with your preparation time and ending with your clean-up hour. The hours must be consecutive. Rooms must be rented in full hour increments.
- F. Patio doors must be kept closed at all times during your event so as not to disturb the surrounding residents. If police are called to your event due to noise complaints, your event may be terminated and/or you will pay for police time.
- G. Room capacities are strictly enforced. All events must remain in compliance throughout the event. If at any time during the contracted event the capacity exceeds maximum occupancy for each room/setup, City employee(s) will notify you immediately. If your event continues to exceed maximum occupancy, your event may be terminated.

Tobacco and Alcohol Use

- A. Smoking or tobacco use of any kind will not be permitted in the Community Center or on the patios.
- B. The use of alcohol in the Yorba Linda Community Center is by written permission in advance and must comply with applicable law. 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 agreement for any event.
- C. Alcohol may not be served or sold to minors. The applicant'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, which have been paid.
- D. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on City premises, including but not limited to the Community Center, shall be the sole responsibility of the organization, its sponsor or the adult representative, who, as a condition of signing the contract for the facility agree to indemnify the City for any such injuries.
- E. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the Alcoholic Beverage Control and consumption of alcoholic beverages on the premises.
- F. Alcohol may neither be served nor sold prior to the scheduled start of the event nor until the arrival of approved security. The service of alcohol at all private and commercial events are limited to a maximum of five and one-half (5 ½) consecutive hours and must end thirty minutes prior to start of clean-up. Alcohol must be served from behind a bar, table, or by monitored table service. This limit on hours does not apply to Non-Profit events obtaining their one day liquor license from ABC.
- G. Events utilizing an outside caterer are required to obtain a 1-day ABC license for the distribution of alcohol. Caterers and/or bartenders must submit the following items to the City at least 30 days prior to the event:
 - 1. Caterer's ABC liquor license
 - 2. Caterer's Permit Type 58 license
 - 3. Caterer's insurance information
 - 4. Copy of ABC 1-day permit, submitted no less than fifteen (15) days prior to the event date.

Decorating /Clean-up

- A. Decorations require prior approval by the City staff. No objects shall be suspended or attached to ceilings, lighting fixtures, walls, windows, draperies, or stage curtains. Decorations must be fireproof. Patio decorations must have prior approval. It is suggested that the patron focus on table decorations and portable room decorations. The use of smoke/fog machines, incense etc. is prohibited. No candles, open flames, confetti, rice, glitter, or birdseed are allowed. Sterno flames are allowed. Barbeque grills are permitted outdoors in the west parking lot only. Applicant must provide a grease pan for each barbecue grill. Balloons may not be released. A fee will be charged if any balloons are released. Only blue or gaff tape can be used to tape down wires and/or cords on carpet other forms of adhesive tapes must be approved by Community Center staff.
- B. User shall be responsible for cleanup of decorations and trash. Community Center staff will remove inside and outside trash throughout and at the end of your event.
- C. Saffron and Curry permanently stains/discolors carpets and tables. If you choose to serve dishes using these ingredients, please keep in mind you may be charged for any damages.

Indemnity and Insurance

- A. In consideration of the minimal fees paid for use of the facility, the user agrees to indemnify, defend and hold harmless the City of Yorba Linda, its officers, officials, employees, agents, and volunteers ("City and City Personnel") from all actions, liabilities, claims, damage to persons or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the activities conducted by the applicant, whether or not there is concurrent passive or active negligence on the part of City or City Personnel.
- B. All patrons of the facility shall procure and maintain, at their own expense and for the duration of the event covered, comprehensive general liability and property damage liability insurance, against all claims for injuries against persons or damages to property which may arise from or in connection with the use of the facility by the patron, its agents, representatives or employees in the amount of one million dollars (\$1,000,000.00), combined single limit. If the patron cannot provide their own insurance, patron must purchase insurance from the City's insurance provider, and this fee is non-refundable. See Insurance Requirements Policy.
- C. All of patron's insurance shall comply with insurance regulations as outlined in the Insurance Requirements form, including but not limited to naming the City and its officers, officials, employees, agents, representatives, and volunteers as additional insured's.

Alcohol Policies and Procedures

- A. A Security Guard is required at all events of 100 or more people that serve and/or sell alcohol. The user is required to hire the City contracted security company. The hourly rate per guard is a minimum of \$24/hour. Pricing is subject to change.
- B. Center Wedding and Events is the on-site caterer, licensed by the A.B.C to serve alcohol and meets all rules and regulations. All private parties and commercial events, as outlined below, serving alcohol are required to enter into an Agreement with Center Wedding & Events to purchase and serve alcohol.

- C. Security arrangements shall be made 30 days prior to scheduled event.
- D. Alcohol service is limited to a maximum of five and one-half (5 ½) consecutive hours only and the Security Guard must be present throughout the entire reservation, from the time guests are scheduled to arrive through the end of the clean-up hour.
- E. Alcohol service must be stopped one-half hour (1/2) before the event ends, which is one-half hour prior to the start of the clean-up time.
- F. Alcohol must be served from behind a bar, table, or by monitored tabled service.
- G. Alcohol is not permitted in the parking lots, hallways, restrooms or lobby area.
- H. Patrons of the facility may not bring their own alcohol.
- I. Rentals serving alcohol booked within 30 days of the event must be approved by the Facility Supervisor.

NON-PROFIT EVENTS SERVING OR SELLING ALCOHOL

- A. May utilize Center Wedding & Events to purchase and serve alcohol.
 - a. Does not require an additional ABC license.
 - b. Organizations will be required to enter into an agreement with Center Wedding & Events.
 - c. Organizations utilizing Center Wedding & Events may not bring their own alcohol.
- B. May obtain an ABC License at the State of California Department of Alcoholic Beverage Control located in Santa Ana, CA or visit their website at www.abc.ca.gov.
 - a. May bring your own alcohol. No corkage fee required.
 - b. May provide your own bartenders to serve or sell alcohol. All bartenders must adhere to all ABC rules and regulations.
 - c. Community Center representatives must sign ABC Form 221 prior to submitting to ABC offices.
 - d. A copy of the ABC permit must be submitted to the Community Center no less than fifteen (15) days prior to the event date.
 - e. A detailed diagram of the event location may be required on outdoor events.

RESIDENT, NON-RESIDENT, & COMMERCIAL EVENTS

- A. Must utilize Center Wedding & Events to purchase and serve alcohol. This will require all parties to enter into an agreement with Center Weddings & Events to purchase and serve alcohol.
- B. May NOT provide own alcohol, all alcohol must be provided and served by Center Weddings & Events.

Cancellation Policies and Procedures

- A. All cancellations, date or room changes, **must be in writing** in order for a refund to be considered. No verbal or phone messages will be accepted.
- B. Changes in facility or date are considered a cancellation.
- C. If cancellation is made by the City, and if other accommodations cannot be made, notice shall be given as far in advance as possible and a full refund shall be given.
- D. Notwithstanding the above, if the applicant/user is not in compliance with the policies and regulations, the City, acting by and through the Director of Parks and Recreation or his/her designee, may cancel the reservation upon notice to the applicant, and all deposits and/or fee (s) previously paid by the applicant shall not be returned.

Yorba & Imperial Room

- A. If written notice is received 120 days or more prior to the event, but not including the event date, there will a refund of room rental fees minus a \$10 fee and a full refund of the cleaning deposit.
- B. If written notice is received 30 – 119 days prior to the event, but not including the event date, there will be a refund minus 50% of the hourly room rental fees, and a full refund of the cleaning deposit.
- C. If written notice is received 29 days or less prior to the event, but not including the event date, there will be no refund of the hourly room rental fees and a full refund of the cleaning deposit.

Activity A, B, Club, Game, Multipurpose Room, or divided banquet rooms

- A. If written notice is received 30 days or more prior to the event, but not including the event date, there will be a full refund of all fees.
- B. If written notice is received 29 days or less prior to the event, but not including the event date, there will be no refund of the room rental fees and a full refund of the cleaning deposit.

Grass Area Policies and Procedures

General Regulations

- A. Request for use of the Grass Area must coincide with the use of one of the Community Center’s banquet rooms for all Group B and C users as identified in the Use Policy.
- B. A minimum of a two (2) hour rental is required.
- C. Reservations must be made in writing a minimum of fourteen (14) days in advance.
- D. A detailed description of the intended use, including equipment and expected number of attendees shall be indicated.
- E. All requests for use of the Grass Area are tentative until approved by the Parks and Recreation Director, or his/her designee.
- F. The maximum amount of guest shall not exceed 1,000 people
- G. In the event of inclement weather due to cancellation, reservations fees will be returned.
- H. Alcohol is allowed by permit only. Please reference the Alcohol Use Policy for further information.
 - 1. Alcohol for private and commercial events is not permitted by the Alcohol Beverage Control.
 - 2. The grass area must be included in the detailed diagram and approved by the Alcohol Beverage Control for nonprofit organizations.
- I. Electrical and lighting, use of generators and other electric or gas-powered devices need to be authorized in advance prior to permit approval.

Hours of Operation

- A. The Grass Area is available for reservation from 8:00 a.m. until 10:00 p.m. on a year-round basis. The City reserves the right to limit the hours of use of the Grass Area to not adversely affect the Community Center or adjacent residents.

Decorations

- A. Decorations require prior approval by the City Staff.
- B. Users may provide and setup tables, chairs, lighting, generators, and shade canopies or tents. All items must be setup and removed during established contract times. Arrival prior to or after contract times is prohibited.
- C. Vehicles are not permitted on the Grass Area at any time unless authorized by City staff.
- D. Use of birdseed, rose petals, etc. must be biodegradable.
- E. Candles, torches, or any open flame, including barbecues are not permitted.
- F. Display or posting of any items on trees, fencing, structures, or other surfaces is prohibited.
- G. The use of tarps on the grass is prohibited.
- H. Releasing of balloons or candles into the atmosphere are prohibited.

Amplification of Sound

- A. The use of amplified sound including loudspeakers, public address systems, or loud musical instruments may not be used without a noise permit and prior approval from City staff.

Hurless Barton Park Amphitheater Policies and Procedures

General Regulations

- A. Residents may reserve the amphitheater fifteen (15) months in advance of they are renting a room at the Yorba Linda Community Center. Non-residents may make reservations twelve (12) months in advance if they are renting a room at the Yorba Linda Community Center.
- B. The amphitheater is available for reservation from 9:00 a.m. until dusk on a year-round basis.
- C. Alcohol will not be permitted in the City of Yorba Linda parks per City Municipal Code 12.20.020 Section AA.

Decorations

- A. Use of birdseed, rose petals, etc. must be biodegradable.
- B. Candles, torches, or any open flame, including barbecues are not permitted.
- C. Display or posting of any items on trees, fencing, structures, or other surfaces is prohibited.
- D. The use of tarps on the grass is prohibited.
- E. Releasing of balloons or candles into the atmosphere are prohibited.

Amplification of Sound

- A. The use of amplified sound including loudspeakers, public address systems, or loud musical instruments may not be used without a noise permit and prior approval from City staff.

Cancellations

- A. Cancellations made more than thirty days (30) days prior to the event are subject to a cancellation fee of \$5.
- B. Cancellations made fifteen (15) to thirty (30) prior to the original reservation date forfeit 50% of the fees paid.
- C. Cancellations made fourteen (14) days or less forfeit 70% of the rental fees paid.
- D. City staff may waive cancellation fees due to inclement weather or other circumstances that are beyond the control of the permit holder.

◀ **FOR MORE DETAILED INFORMATION, SEE THE YORBA LINDA COMMUNITY CENTER USE POLICY** ▶

By signing below, I acknowledge, understand and will adhere to all policies and procedures of the Yorba Linda Community Center.

| | | |
|-------------------------|------------------------------|-------------|
| Applicant's Name | Applicant's Signature | Date |
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