



## Facility Rental Application & Contract

This application form should be completed and submitted to the Human Services Department at least one month prior to the date requested. This is only a request and is not an approved reservation. If this request is approved, a confirmation will be forwarded to the Applicant.

FACILITY INFORMATION		EVENT TITLE AND DESCRIPTION	
<b>Facility</b>	<b>Maximum Capacity</b>	Event Title: _____	
<input type="checkbox"/> Hughes: College Room	25	Description of Event: _____	
<input type="checkbox"/> Hughes: Padua Room	149	Organization: _____	
<input type="checkbox"/> Taylor Hall	300		
<input type="checkbox"/> _____			
EVENT DETAILS			
Day of the Week: _____		Month: _____ Date: _____ Year: _____	
Start Time: _____ am / pm (Circle one)		End Time: _____ am / pm (Circle one)	
Is Food Served?: __ Yes __ No (Cleaning Fee Rates May Apply)		Is Alcohol Served? __ Yes __ No	
Equipment Needed: _____ <input type="checkbox"/> Projector <input type="checkbox"/> Screen <input type="checkbox"/> Laptop <input type="checkbox"/> Microphone(s) <input type="checkbox"/> TV <input type="checkbox"/> DVD			
Attendance: Adults: _____		Minors: _____ <b>Total Attendance:</b> _____	
SET-UP & CLEAN-UP			
<u>SET-UP</u>			
Day of the Week: _____		Month: _____ Date: _____ Year: _____	
Start Time: _____ am / pm (Circle one)		End Time: _____ am / pm (Circle one)	
<u>CLEAN-UP</u>			
Day of the Week: _____		Month: _____ Date: _____ Year: _____	
Start Time: _____ am / pm (Circle one)		End Time: _____ am / pm (Circle one)	
ORGANIZATION CONTACT INFORMATION (IF APPLICABLE)			
Name: _____		Address: _____	
Phone: (____) _____		City: _____ Zip: _____	
Website: _____		Non-Profit #: _____	
RESPONSIBLE REPRESENTATIVE'S CONTACT INFORMATION			
Name: _____		Street Address: _____	
Phone: (____) _____		City: _____ Zip: _____	
Alternate Phone: (____) _____		E-Mail: _____	
ALTERNATE RESPONSIBLE REPRESENTATIVE CONTACT INFORMATION			
Contact #1 Name: _____		Street Address: _____	
Phone: (____) _____		City: _____ Zip: _____	
Alternate Phone: (____) _____		E-Mail: _____	
<input type="checkbox"/> This person is authorized to make decisions for this event in my absence and has reviewed and understands the entirety of the Facility Rental Policy and the Facility Rental Application & Contract.			
<b>Signature:</b> _____			<b>Date:</b> _____

## LIABILITY WAIVER

I, the undersigned, in consideration of my organization's participation in this activity, and intending to be legally bound for its members, their heirs, executors and administrators, do hereby release and discharge the City of Claremont and their respective officers, directors, employees, volunteers, partners and contractors, jointly and severally, from any and all liability from personal injury, accident, illness, death, property damage or other occurrence which members of my organization may suffer in any manner whatsoever arising out of or resulting from our participation in the above mentioned program(s), and I expressly assume ALL risks of our participation in this activity, including, without limitation, injury as a result of the acts of omission of the above parties or some defect in or on their property of any of them, whether caused by negligence or otherwise, except for illness and injury resulting directly from solely gross negligence of willful misconduct on the part of the City or its employees and I agree to indemnify, save, hold harmless and defend each and every one of the above parties of and from any and all loss, damages, expenses, costs, and attorney's fees arising out of or resulting from my organization's participation in this activity. I certify that I have read and understand this waiver and release. Participants involved in the City of Claremont Human Services programs/classes may be photographed and such photographs may be used to publicize City programs/classes without compensation and without further permission.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SECURITY

I, the Renter, on behalf of my organization and/or the organizers of the meeting, have read the Facility Rental Policy requirements for security and understand that I may need to meet with the Claremont Police Department to discuss security, as well as provide a security plan to the Claremont Police Department for review.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## INSURANCE AND INDEMNIFICATION

1. The City of Claremont requires insurance coverage for all facility rentals. Insurance is available through the City of Claremont's policy holder.

2. Renter shall indemnify, defend, and hold harmless the City of Claremont, 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 Claremont, its officers, employees, or agents.

3. Renter shall procure and maintain general liability insurance against 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 City of Claremont facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence, \$2,000,000 (two million dollars) general aggregate. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name the City of Claremont, its officers, employees, and agents as additional insured prior to the rental date which shall provide a thirty (30) days' notice to the City of Claremont and the Human Services Department 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 Claremont may deny access to the Facility.

4. 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 Claremont's facilities and adjoining property to the Human Services Director or his/her designee, in writing and as soon as practicable.

5. Renter waives any right of recovery against the City of Claremont, 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 Claremont, its officers, employees, or agents.

6. Renter waives any right of recovery against the City of Claremont, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use of occupancy of the Facility and adjoining property even if the City of Claremont, its officers, employees, or agents seek recovery against the Renter.

7. The certificate of insurance shall be filed with the City of Claremont and the Human Services Department no later than the date of final payment, or 30 days prior to the event, whichever is prior. If a certificate is not on file by this date, the City of Claremont may terminate the event with no refund of deposit or fees given.

8. The City's insurance carrier will review requests to insure live entertainment (crew members and performers) on a case by case basis. If they are unable to insure the Renter's live entertainment, Renter will need to provide an

additional insurance policy at the Renter's own cost or the Renter will need to sign a release of liability waiver.

9. Insurance certificates shall contain the following information:

A. *All Renters of a City facility shall:*

i. 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 user, its agents, representatives or employees in the amount of one million dollars (\$1,000,000).

B. *All Renters insurance shall:*

i. Name the City of Claremont, its employees, officials, contractors, and agents (collectively hereinafter "City and City personnel") as additional or co-insured on an endorsement.

ii. Contain no special limitations on the scope of protection afforded to the City and City personnel.

iii. Be "date of occurrence" rather than "claims made" insurance.

iv. Be written by insurance companies qualified to do business in the State of California.

v. Include a 30-day written cancellation notice.

C. *The City of Claremont requires the following information on all certificates and/or additional insured endorsements:*

i. Wording must read exactly, with no exceptions accepted: "Additional Insured: City of Claremont, its employees, officials, contractors, and agents."

ii. If alcohol is to be served, insurance coverage shall include and reflect coverage for serving alcoholic beverages.

D. *In addition, the City of Claremont requires that:*

i. The certificate of insurance be filed with the City of Claremont Human Services Department no later than the date of final payment, or 30 days prior to the event, whichever is earlier. If a certificate is not on file by this date, the event will be terminated with no refund of deposit or fees given.

**I am an authorized agent of the organization submitting this contract. The information provided in this contract is true and correct. I have read and understand the City of Claremont's Facility Rental Policy and the terms of this contract and agree to all of the aforementioned rules, regulations and conditions of use.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**HUMAN SERVICES DEPARTMENT USE ONLY**

Residency Verified:  Yes  No Over Age 18 Verified:  Yes  No Fees Received:\$ \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ am / pm

Human Services Staff Approval: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Printed Name) (Date)

**POLICE DEPARTMENT USE ONLY**

Police Department Contact Required:  Yes  No

Police Department Contact Made:  Yes  No

Security Plan Required:  Yes  No

Security Plan Received:  Yes  No

Police Department Recommendation:

\_\_\_\_\_  
\_\_\_\_\_

Police Department Approval: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Printed Name) (Date)