



City of Costa Mesa
Parks and Community Services Department
FACILITY RENTAL RULES AND REGULATIONS

Please review the rules and regulations carefully. Initial that you have read and reviewed each section and sign at the end of the document indicating you understand and agree to the Facility Rental Rules and Regulations.

I. Reservation Requirements

- A. Applicant** must be at least 18 years of age. The applicant, or a designated authorized agent, must be on site at the event during all rental hours.
- B. One-Time Rental Reservations:** Reservations for one-time rentals may be made up to one (1) year, but no less than 30 days, in advance. Exceptions can be made, dependent on facility and staff availability, at the discretion of the Parks and Community Services Department Director. Reservations do not imply any rights or benefits for any group, organization, or individual.
- C. Ongoing Rental Reservations:** Any rental that requests more than one reservation date at one time and rents a facility more than four times a year is considered an ongoing rental. Ongoing rental applicants may only reserve up to 12 dates per year.
 - 1. Ongoing Rentals**
 - New ongoing rental applications will be able to reserve a facility from their initial rental date, through the rest of the current fiscal year, 6/31. To continue a rental for the next six months into the following fiscal year, an applicant would need to submit an application by November of the current rental year. In the event the rental started in the second half of the current year i.e. August, the applicant would be able to reserve dates from initial rental date through June of the following year. *For example: a new rental applicant that submits a request in August 2022 will be allowed to rent through December 2022 and January 2023 through June 2023. In November of 2022, the applicant would need to submit a request to rent the facility from July 2023 through June 2024.*
 - 2. The two six-month periods are: (1) January through June and (2) July through December.
 - 3. At the end of the six-month period, an extension for an additional six months may be granted at the discretion of the Facility Rental Coordinator, based on availability. Ongoing rental groups eligible for continuation will receive email communication regarding reservations for the following January through June in May of the previous year, and July through December in November of the previous year. *For example: A renter who starts in August 2022 can reserve dates from August to December 2022, as well as January 2023 through the end of June of 2023. In November 2022, the same renter may be eligible to submit a request for rental dates from July 2023 through the end of December 2023.*
- D. Rental Time:** Facility reservation time is divided into three parts: set-up, event, and clean-up times. The renter is responsible for all fees during these times. Facility Staff will be on site to admit you into the facility at the time you have specified on the rental application.
 - 1. **Set-up Time:** This time is designated for permit holders to set-up and prepare the rented room(s) prior to the start of the event. Guests are not allowed inside the facility during preparation time.
 - 2. **Event Time:** This time is designated for the duration of the event with guests inside of the rented room(s).
 - 3. **Clean-up Time:** After the event time, if no food was served during the event, a mandatory minimum of 30 minutes will be billed to the reservation for clean-up. If food was served during the event, a mandatory minimum of 1 hour will be billed to the reservation for clean-up. All personal items must be removed from the facility during this time. Any items remaining after clean-up will be discarded and the permit holder will be charged a \$150 fee to be taken from the deposit.

I have read and agree to the Reservation Requirements (Section I)

Applicant Initials

- D. Ongoing Rental Cancellations by the City:** Continuously scheduled non-resident activities may be asked on short notice to reschedule or cancel their permitted rental date to accommodate City of Costa Mesa sponsored or co-sponsored activities and resident groups. While this situation rarely occurs, this policy is in place to provide priority for single day City events and programs, and/or resident activities.
- E. Cancellations/Transfers for Ongoing Rentals:** For all cancellations/transfers, ongoing users are required to submit a written request 21 calendar days prior to the permitted rental date. Rental fees will be forfeited for cancellation requests made less than 21 calendar days prior to the permitted rental date. Transfers, if available, will be charged a \$25 transfer fee.

I have read and agree to the Cancellation or Modifications to Permit (Section III)

_____ Applicant Initials

IV. Facility Policies

- A. Food and Beverages:** Community Center rooms permit outside food and non-alcoholic beverages. However, food and drinks are NOT allowed at the Downtown Recreation Center (DRC) Pool and Gymnasium.
- B. Catering:** If applicants use a licensed catering company, the catering company must provide a copy of their liability insurance with the City of Costa Mesa as additionally insured—please see insurance requirements in *Section IV-I*. A copy of the liability insurance must be submitted at least 21 days prior to the permitted rental date. An additional \$100 deposit is required for a catered event. Mobile food trucks are not permitted during a facility rental.
- C. Alcohol:** The City of Costa Mesa does not permit any person to consume, possess or sell any alcoholic beverages in or around city property. However, reservations conducted at the Norma Hertzog Community Center or Costa Mesa Senior Center, may be granted permission to have alcoholic beverages as part of their permitted rental in accordance with applicable City policies. Event cannot be in celebration of a person under the age of 21. Applicants must state that they intend to serve alcohol on their rental application and the Alcohol and Beverage Rules form must be completed and signed. See *Section VI for Alcohol Rules and Regulations*.
- D. Signs:** Political candidates may not place campaign signs outside the facility. The City of Costa Mesa logo or branding may not be used on any advertisements without prior approval from the City of Costa Mesa.
- E. City Equipment:** Tables and chairs are included with the rental fees. Other equipment may be available for use, and if reserved, additional fees will be added. All City property (e.g., tables, chairs, and other equipment) must remain inside the facility at all times. Facility renter may be assessed fees for lost, stolen, or damaged City equipment.
- F. Smoking:** Smoking or vaping is strictly prohibited inside public facilities, parks, or parking lots. If the facility is located within a park, there is no smoking or vaping within 50 feet of any park perimeter up to private property line. (CM Municipal code 8-133)
- G. Music:** Live amplified music is allowed under certain conditions (e.g. live, acoustic music). Use of a DJ is ONLY allowed in the Adobe Room at the Balearic Community Center and at the Norma Hertzog Community Center.
- H. Security:** Rentals may require one or more City-approved, private security personnel. Applicants will be notified during the application review process of any security requirements.
- I. Insurance:** The City of Costa Mesa may require the rental applicant to furnish a *Certificate of Insurance for Liability* in the amount of no less than \$1,000,000 per occurrence, naming the City of Costa Mesa as an additionally insured. Applicants will be notified during the application review process of any insurance requirements. Any events requiring insurance must submit certificate no less than 30 days before permitted rental date. One-day event certificates may be purchased through the City. See City staff for details.
- J. Decorations:** No objects are to be suspended, attached, or affixed to ceilings, walls, windows, floor, or carpeted areas. No tape, tacks, or pins are to be used on facility property or furnishings. No candles, confetti, or glitter are allowed in or around the facility. No smoke machines, fog machines, or confetti cannons are allowed. It is suggested that the patron concentrate on table decorations and portable room decorations only.
- K. Expanded polystyrene :** Expanded polystyrene (commonly known as “Styrofoam”) products are prohibited at all City facilities and at all City sponsored and co-sponsored events. This includes any vendors you may hire for your event. Please take this into account when planning your event. No exceptions will be made.
- L. Piñatas and Bounce Houses:** Piñatas and bounce houses are not permitted at any rental.
- M. City Staff:** City staff are on site to supervise the use of the facility and assist with questions as they arise. Staff are not responsible for decorating your event or supervising children. Staff will also occasionally enter the rental space to ensure that the rental rules and regulations are being followed.
- N. Animals:** Service animals are the only animals permitted inside the building during a facility rental.
- O. Room Capacities:** The room capacity will be enforced at all times. If your event exceeds the maximum capacity, it will be in jeopardy of being closed down by City staff, the fire department, or the police department. If your event is closed down, you will forfeit all fees paid for the facility rental, including the security deposit.
- P. Parking:** There is no parking, loading, or unloading in any area other than marked parking stalls.
- Q. Deliveries:** Staff are not authorized to sign for any deliveries on behalf of the applicant. The applicant or designee must accept all deliveries. The “set-up time” is the earliest time for any scheduled deliveries.
- R. Storage:** There is no storage provided for facility rentals. All renter’s materials brought into the building must be removed at the end of the rental period.

- S. **Stage/Dance Floor (where available):** No food or drink is permitted on the stage or dance floor. Damage to the stage and/or dance floor will result in retained fees from the deposit or additional fees applied. In the event of damage, the responsible event PATRON or PERMIT HOLDER will be advised. NOTE: ANY DAMAGES MADE WILL BE CHARGED TO THE PERMIT HOLDER.

I have read and agree to the Facility Policies (Section IV)

_____ Applicant Initials

V. Check-in/Check-out Procedures

- A. **Room Layout:** Rental applicant is responsible for submitting a room layout a minimum of two (2) weeks prior to their requested/or permitted rental date. The applicant may be required to have a facility walkthrough meeting with the Facility Rental Coordinator for approval of room layout.
- B. **Set-up:** Upon arrival, City staff will have the room ready based on the submitted room layout. If no room layout is submitted, the room will be left empty. Requests for adjustments to the room layout after the applicant has arrived may be considered, but is not guaranteed.
- C. **Check-in:** Check-in time/entry into the room will be the time listed on the rental permit. Upon arrival the renter, or their designated contact (see *Designation of Contact Form*), will need to enter the facility office and sign-in. City staff and the renter (or designated contact) will conduct a pre-event inspection of the room.
- D. **Late/No Show Rentals:** If the applicant holder does not arrive within 15 minutes of the start of their permitted reservation, staff will make every attempt by phone to reach the applicant and any designated agents listed. The City reserves the right to cancel any rental if the applicant, or a designated contact, does not check-in with staff 30 minutes after the permitted RENTAL start time. ALL rental fees will be forfeited, however the deposit will be refunded.
- E. **Clean-up:** City staff will put away all city owned equipment, including tables and chairs. If requested, staff will provide trash bags, brooms, and a vacuum cleaner. The applicant is responsible for returning the rest of the facility rental room back to its original rental conditions by no later than the end time listed on the rental permit. Clean-up tasks can be, but are not limited to wiping spills from tables, chairs, walls, and carpet; taking trash can liners to outside dumpsters; removing large pieces of trash, (e.g., balloons and other decorations) from the carpet area and stage; and cleaning the kitchen. Clean-up may also include vacuuming, mopping, and removing debris from any furniture or facility equipment. All personal items must be removed from the facility. Any items remaining will be discarded and the permit holder will be charged a fee of \$150 taken from the deposit.
- F. **Check-out:** Renter, or designated contact, must notify City staff when they are finished with their event clean-up. The renter and City staff will conduct a post-event inspection of the room. The renter will leave the room in the same condition as they entered the room. All items remaining in the facility after check out will be subject to disposal. In the event that further cleaning is required, or damages are identified, the renter may be charged additional fees. Fees for additional cleaning and/or damages will be retained from the rental deposit. If the renter believes there are discrepancies regarding the condition of the facility, they must submit a signed statement explaining the discrepancy and attach it to the Condition of Facility Report.
- G. **Use of Time in the Facility:** Patron must abide by the rental time/use stated on the rental permit. Unauthorized use of time (i.e., use of facility outside of permitted rental time as indicated on the rental permit) will result in an additional fee of \$150 per hour. Refunds will NOT be granted for prepaid, unused rental time.

I have read and agree to the Check-in/Check-out Procedures (Section V)

_____ Applicant Initials

VI. Alcohol Rules and Regulations

- A. **Definition:** Alcohol refers to beer, wine, champagne, and liquor. Beverages refer to all other liquids. No red colored drinks are allowed.
- B. **General Information:** Use of alcoholic beverages at the center must be requested at the time the contract is initiated. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law, City Ordinance, as well as the Parks and Community Services Department's policies. Failure to comply with any of the *Facility Rental Rules and Regulations* will result in immediate revocation of permission to serve alcohol and may result in immediate closure of event and retention of rental deposit. Alcohol will be prohibited from events where the primary focus is for any persons under the age of 21 (e.g., baptisms, Bar mitzvahs, Bat mitzvahs, quinceañeras, birthdays, and graduation parties).

- C. Responsible Host:** All events with alcohol require a completed *Responsible Host Guidelines* form.
- D. Distribution, Consumption, and Sale:**
- a. No alcoholic beverage shall be served to any persons under 21 years of age.
 - b. The bartender shall not consume alcohol while on duty, and must maintain a blood alcohol content of zero percent. Bartender is required to provide government issued photo identification (e.g. driver's license, identification card, or passport).
 - c. All beverages, including glass bottles and cans of beer, wine, or soda must be served in clear plastic cups, and served over bar unit into individual servings. Polystyrene (Styrofoam) cups or products may not be used at any time.
 - d. Servings are limited to 8 ounces for serving hard liquor and 12 ounces for serving beer. A maximum of two alcoholic beverages per person is allowed to be dispensed per visit to bar.
 - e. Plastic bottles containing alcohol are not allowed on guest tables during events; however, 12 ounces and smaller water bottles are allowed.
 - f. When serving champagne, all bottles must be opened in the enclosed area outside the kitchen. After champagne is served, all bottles must be removed and taken to the kitchen for disposal, or kept at the bar unit for further dispensing. No glass bottles (e.g., beer, wine or soda bottles) are allowed in the community center (except at bar).
 - g. All beverages, including alcoholic beverages, must be consumed inside the contracted rental area.
 - h. Serving and/or selling of alcoholic beverages will be allowed for a maximum of five hours. The time clock begins at first served drink, even if served before agreed start time of event (e.g., set-up ends early and guests arrive and are served). Sale of alcohol drink tickets must end two hours prior to the end of serving hours. Service of all alcoholic beverages must end one hour prior to exit time of guests.
 - i. No sales or request of donation for alcoholic beverages are permitted without a license from the State Alcoholic Beverage Control Department which may be reached Monday through Friday from 8 a.m. to 5 p.m. at (714) 558- 4101. Their facility is located at: 28 Civic Center Plaza, Room 369, Santa Ana, CA 92701. Patron must request a letter from Facility Rental Coordinator 60 days prior to event and then submit letter to the State Alcoholic Beverage Control Department in order to obtain license to sell alcohol.
 - j. The distribution or consumption of alcoholic beverages shall comply with all applicable laws, including regulations of the Alcoholic Beverage Control Board. Any organization utilizing City premises shall be solely responsible for obtaining all required permits or licenses relating to the distribution and consumption of alcoholic beverages on City premises. THIS IS NOT THE RESPONSIBILITY OF THE CITY.
 - k. Evidence of required permits, licenses, or insurance must be provided to City staff 60 days prior to scheduled event.
 - l. All alcohol must be brought into the facility prior to the start of the event and/or before the arrival of guests. Additional alcohol will NOT be permitted to be brought into the facility after the start of the event.
 - m. Alcohol events require kitchen rental for storage. Unopened liquor bottles are to be stored inside the kitchen until ready for use. Only bottles that are open are allowed at the bar.
 - n. The designated person (see *Responsible Host Guidelines*) in charge of alcohol for the event shall remove all alcoholic beverages at the closure of alcohol service time, from the event area, and from premises at conclusion of the rental.
 - o. Injuries caused to any person as a result of alcoholic beverages being served or consumed on the City's premises, or arising off City premises, or as a result of alcohol being available on the City premises shall be the sole responsibility of the contract rental patron, organization, its sponsor, and adult representative.
- E. Additional Insurance Requirements for Alcohol:** All rental patrons serving alcohol will be required to furnish a *Certificate of Insurance for Liability* in the amount of \$1,000,000 naming the City of Costa Mesa as additionally insured. One-day event certificates may be purchased through the City. See City staff for details.
- F. Security Requirements:**
- a. All events with alcohol require a completed *Security Acknowledgement* form.
 - b. Security guards must be unarmed and in uniform. Absolutely NO firearms allowed on the premises.
 - c. Security guards are required to be present 30 minutes prior to event start time/guest arrival, during the entire event, and for the duration of event clean-up time.

- d. One security guard is required to be at the bar at all times. Security guard is required to ensure 21-and-over rule for service of alcohol.
- e. The other security guard(s) must be patrolling the premises at all times during the event, including restrooms, hallways, and parking areas. Security is to enforce any and all building rules and regulations.
- f. All events serving alcohol require at least two security guards and must follow the following security guard ratios:

| Private Events | | Events Open to the Public | | | |
|----------------|----------|---------------------------|----------|---------|----------|
| 1-150 | 2 Guards | 1-100 | 2 Guards | 201-250 | 5 Guards |
| 151-225 | 3 Guards | 101-150 | 3 Guards | 251-300 | 6 Guards |
| 226-300 | 4 Guards | 151-200 | 4 Guards | | |

- g. Renter is to make payment directly to security guard service.
- G. The City must receive a confirmation letter from the selected security guard service. The confirmation letter must be received 14 days prior to the permitted rental date. Renter is to direct the security guard service to forward a letter of confirmation to the City that includes:
 - a. Date of service to be provided;
 - b. Time of security guard’s arrival and departure;
 - c. Name of renter;
 - d. Number of guards to be on site; and
 - e. The after-hours and/or emergency telephone number to reach security guard service in event the security guard(s) do not arrive.

I have read and agree to the Alcohol Rules and Regulations (Section VI)

Applicant Initials

VI. Event Lawn Rules and Regulations

- A. This lawn is only rentable in addition to the Costa Mesa Room and is only rentable for a total of 4 hours, including the time needed for set-up and breakdown. It has limited availability due to use for City events and seasonal availability. Applicant is responsible for providing all equipment for the rental in addition to set-up and breakdown. All Costa Mesa Municipal Codes are applicable to lawn rentals. Additional permits may be required depending on the requested set up. Event lawn map and equipment list must be provided 60 days prior to the event.

I have read and agree to the Alcohol Rules and Regulations (Section VI)

Applicant Initials

VII. Acknowledgement

I have read and agree to the City of Costa Mesa, Parks and Community Services Department’s Facility Rental Rules and Regulations.

Applicant Name (Print): _____ **Signature:** _____ **Date:** _____