

CITY COUNCIL POLICY: 2018-01

# FACILITY USE & RENTAL POLICY

EFFECTIVE DATE: JANUARY 16, 2018



## 1 Policy Statement

- 1.1 The purpose of this Facility Use & Rental Policy is to ensure that the use of City facilities is granted in a fair and equitable manner for meetings, activities, and events, which are recreational, social, and/or civic in nature, offering services of interest and need to the community. Fees charged for the use of City facilities are intended to partially recoup ongoing maintenance and operation costs of the facility. The City Manager has the discretion to make operational policy changes while policy changes pertaining to the fees will be reviewed by the Parks & Recreation Commission and approved by the City Council.
- 1.2 Staff shall be responsible for enforcement of all policies, rules, and regulations established in this policy and shall have the authority to deny or terminate the use of the facility if a determination is made that the use does not conform to the requirements of this Facility Use & Rental Policy and/or may cause damage to the facility.
- 1.3 City staff shall oversee and supervise all events at City facilities for the safety and wellbeing of the public and facility. Staff shall be responsible for and have complete authority over the facility being used, all equipment, participants, activities, alcohol service and any security firm(s) on site per the terms of this policy. Staff shall have authority to request changes in activities or cessation of activities. Users must comply with staff requests and instructions.

## 2 Facilities

- 2.1 This policy applies to the following City facilities and all associated rooms:
  - 2.1.1 Diamond Bar Center (Sun.-Thurs.: 7:30am-11:00pm, Fri.-Sat.: 7:30am-12:00am)
  - 2.1.2 Heritage Park Community Center (Sun.-Thurs.: 7:30am-9:30pm, Fri.-Sat.: 7:30am-12:00am)
  - 2.1.3 Pantera Park Activity Room (Sun.-Thurs.: 7:30am-9:00pm, Fri.-Sat.: 7:30am-12:00am)

- 2.2 Use of City facilities is subject to the maximum room capacities established in Exhibit A – Maximum Facility Capacity.

### **3 Definition of Terms**

- 3.1 “Applicant” means an individual or group, which submits a completed City of Diamond Bar Facility Use Application and required deposit to use the Diamond Bar facility pursuant to the terms of this Use Policy. The date requested by the applicant will be held provided that all terms and conditions of this policy are met.
- 3.2 “City” means the City of Diamond Bar, acting through its officials, representatives, agents, and employees.
- 3.3 “City-recognized senior citizen membership groups” means an organization that has provided written submittal, along with a verified membership roster and the Articles of Incorporation indicating status as Diamond Bar based non-profit (for example: 501(C)(3) submitted as a condition of an organization receiving classification in Group B. Clubs must have an open registration policy to be recognized. New senior citizen membership groups must have a minimum of sixty (60) Diamond Bar residents and are subject to an administrative review period of up to six months. This review period will be used to determine the extent of the impact on existing allocations and facility operation.
- 3.4 “Confirmed Reservation” means a reservation issued by the City upon approval of a Facility Use Application for use of the facility or some portion thereof by an applicant, after all requirements of the Facility Use & Rental Policy are met.
- 3.5 “Diamond Bar Based Non-Profit” means an organization that has a minimum membership of 60% Diamond Bar residents or 60% Diamond Bar business addresses (e.g. Boy Scouts, Girl Scouts, Little League, Rotary Club, etc.). A verified membership roster and the Articles of Incorporation indicating status as a Diamond Bar based non-profit (for example: 501 (C)(3) organization shall be submitted as a condition of an organization receiving classification in this group.)
- 3.6 “Inquiry” means when an individual or representative of a group seeks information about available dates for possible use by that individual or group. An available date cannot be held for possible use by making an inquiry.

- 3.7 "Local School Districts" means Pomona Unified School District and Walnut Valley Unified School District.
- 3.8 "Other Governmental agencies" means government agencies other than the City of Diamond Bar, which provide service to the Diamond Bar community (e.g. County of Los Angeles agencies, districts and authorities, and elected officials; State of California departments and elected officials, multi-city organizations and joint powers authorities to which the City belongs, Federal agencies, departments and elected officials; etc.)
- 3.9 "Parks & Recreation Director" means the administrative head of the Diamond Bar Parks & Recreation Department or designee.
- 3.10 "Soft Reservation" means a temporary, non-binding seven (7) day hold on a facility/room for a potential rental date.
- 3.11 "User" means an individual or group that obtains a confirmed reservation to use a Diamond Bar facility pursuant to the terms of this policy.

#### **4 Group Priority Ranking**

- 4.1 An individual or group seeking permission to utilize a Diamond Bar facility will be classified in one of the following priority groups. These classifications are used to establish priority of use and the applicability and amount of the fee and/or deposit. The groups are as follows, in descending order of priority:
- 4.1.1 Group A - Activities conducted and/or sponsored by the City of Diamond Bar.
  - 4.1.2 Group B - Activities conducted by the City recognized Senior citizen membership groups. Priority within this group shall be determined by the overall number of Diamond Bar residents served per group after review of verified membership rosters by the Parks & Recreation Director.
  - 4.1.3 Group C - Activities conducted by other Governmental agencies, local school districts, or Diamond Bar based non-profit organizations.
  - 4.1.4 Group D - Private events conducted by Diamond Bar residents, resident groups/organizations, and Diamond Bar-based businesses.

- 4.1.5 Group E - Private events conducted by non-residents, non-resident groups/organizations, and businesses based outside Diamond Bar.

## 5 Application & Contract Procedures

### 5.1 Soft Reservations

- 5.1.1 Interested party makes inquiry for facility/room availability and makes a rental appointment to finalize facility rental contract and pay applicable fees/deposits. Appointment must be made within seven (7) days of the inquiry.
- 5.1.2 Upon confirmation of rental appointment with staff, the requested date will be held for seven (7) days.
- 5.1.3 Interested party must attend the rental appointment, submit completed Facility Use Application, sign contract, and pay all applicable fees/deposits within the seven (7) day period or the date will be made available to the general public.
- 5.1.4 Soft reservations do not constitute or guarantee approval of a rental contract.
- 5.1.5 An individual or representative of a group can secure a Soft Reservation to hold a date for possible use by making an appointment with staff to submit a written application to sign the contract and to pay the required deposit for a specific room, date and time. The date for possible use will be held from the time the appointment with staff is made until the appointment date and time. The meeting with staff shall occur within seven (7) calendar days of setting the appointment, or the Soft Reservation shall be forfeited.

## 5.2 Advance Reservation Procedures & Lottery

5.2.1 Reservations may be made no earlier than:

5.2.1.1 Group A - No limit.

5.2.1.2 Group B – Up to twenty-four (24) months in advance when not subsidized or discounted. Staff will schedule senior facility use 24 months in advance. Subsidized or discounted use will be scheduled annually per Section 9.1.8 of this policy.

5.2.1.3 Groups C & D - Up to twenty-four (24) months in advance.

5.2.1.4 Group E - Up to twenty (20) months in advance.

5.2.2 Reservations will be taken beginning on the first day of the month, for the entire month, beginning at 8:00am. If the first of the month falls on a holiday, reservations will be taken beginning on the next regular business day beginning at 8:00am.

5.2.3 In the event that two or more parties with the same priority ranking are interested in renting the same facility for the same date, a lottery for the dates will take place at the Diamond Bar Center beginning at 8:00am on the first day of the month. The lottery will run as follows: A staff member will allow one individual from each party to draw a number. The party with the lowest number after individuals from each party have drawn will have first choice of date (one date only) for the month in question. The next choice will go to next lowest number, and so on. Once all the available dates have been taken, the next lowest number, as well as the remaining numbers in order, will be placed on the wait list.

### 5.3 Application Procedures

- 5.3.1 All applicants must complete a City of Diamond Bar Facility Use Application ("Application") and pay all applicable fees and deposits per the Council-adopted fee schedule at the time of completing a facility contract. The applicant shall be classified and assigned a Group Priority Ranking in accordance with the definitions and priority rankings set forth in Section 4 of this policy.
- 5.3.2 All potential users shall complete an Application a minimum of sixty (60) days prior to the event.
- 5.3.3 Reservations made less than sixty (60) days in advance of the event will be accepted only if the facility and required staffing elements are readily available. Additional fees may be required from service providers when limited advance notice is provided. All applicable fees must be paid at time of completing a facility contract. Fees paid are subject to cancellation policy and associated fees.
- 5.3.4 All reservations are subject to the City Council-approved fees and deposit requirements. No reservation shall be confirmed until appropriate fees, deposits, permits/ licenses, and insurance are obtained and/or paid.

### 5.4 Facility Allocation

- 5.4.1 Facility allocation shall be the sole responsibility of City staff per the provisions of this policy. The City reserves the right to direct requests for rooms to other City facilities which are deemed more appropriate for the type of request or deny requests if they are deemed inappropriate for the facility (see Section e. below).

### 5.5 Denial of Application

- 5.5.1 Use may be denied and the application rejected for the following reasons:
  - 5.5.1.1 The facility is incapable of accommodating the proposed activity by reason of the nature of the activity or the number of people estimated to be in attendance.

- 5.5.1.2 The user has failed to demonstrate its ability to provide adequate security to assure that the event is conducted in a safe manner.
- 5.5.1.3 The applicant has failed to agree to comply with all of the conditions of this Use Policy or those set forth in the facility use contract.
- 5.5.1.4 The activity is likely to cause physical damage to the facility or its equipment.
- 5.5.1.5 Conditions for the issuance of a facility use contract have not been fulfilled.
- 5.5.1.6 If it comes to the attention of the City that the applicant has or will violate any law or regulation relating to the rental of the City's facility or that the proposed use of the facility will violate any law or regulation.
- 5.5.1.7 Another event is already scheduled on the requested date.
- 5.5.1.8 The applicant previously used the facility and failed to comply with applicable rules or conditions, or due to damage or lack of cleaning, did not receive all of its cleaning deposit back.
- 5.5.1.9 The applicant has twice before cancelled a scheduled event in the facility without prior notice.

## 5.6 Contracts

- 5.6.1 Upon approval of an application, a facility rental contract will be issued authorizing the requested use of the facility. Requesting user must sign the contract and agree to all terms and conditions therein.



- 5.6.2 The Parks & Recreation Director may attach such conditions to the contract deemed necessary for the protection of the public health, safety and welfare and the maintenance and operation of the facility.
- 5.6.3 Contract holder shall not transfer, assign, or sublet use of the reserved facility or apply for use on behalf of another person or organization. Contract holder must be present for event and must sign in with facility staff. Failure to comply may result in forfeiture of fees and/or deposits.
- 5.6.4 If at any time prior to or during the scheduled event the contract holder is not in compliance with the policies and regulations stated in this policy or the conditions of the facility use permit, and after notice of noncompliance, has failed or refused to comply (or compliance is no longer possible), the City, acting by and through the Director of Parks & Recreation or his/her designee, may cancel the reservation or terminate the event. Under those circumstances, no deposits and/or fee(s) previously paid by the applicant shall be returned.
- 5.6.5 The City reserves the right to cancel a contract issued for any event or activity for its convenience. In the event of such a cancellation, notice shall be given as far in advance as possible and a full refund will be made. Every effort will be made to find a suitable alternative facility if cancellation by the City is necessary.

## **6 Payments & Fees**

### 6.1 General

- 6.1.1 All contracts are subject to rental and cancellation fees and deposit requirements established in the City Council-approved fee schedule.

- 6.1.2 Rental fees paid 60 days or more prior to rental date can be paid by personal or business check, cashier's check, credit card, or cash. Rental fees paid 59 days or less prior to the event may be paid by credit card, cashier's check, or cash.
- 6.1.3 The City reserves the right to require additional cleaning deposits at its discretion based on the proposed use.
- 6.1.4 Failure to comply with the payment procedure in this policy may result in cancellation of event. Cancellation fees will apply.

## 6.2 Deposits

- 6.2.1 A deposit of 50% of room rental fees is due when the reservation contract is executed/signed and the application is approved. The remaining balance, including all other fees and deposits, is due a minimum of 60 days prior to the event.
- 6.2.2 Reservations made 59 days or less prior to the event must be paid in full upon signing a contract.
- 6.2.3 In the event of damage, destruction or defacement, the applicant shall be liable for all expenses required to repair, restore or replace the facility, its furnishings, or equipment to its original condition. If damage is incurred, the user shall be required to pay the full cost of the necessary repairs, including damage that exceeds deposit amounts. If the cost to repair damage is less than the deposit amount, the balance of the deposit will be refunded.
- 6.2.4 Cleaning and alcohol deposits shall be refunded if proper cleanup is completed and no damage is incurred as a result of the rental. This determination will be made by staff. Applicable deposit balances will be refunded within 2 to 4 weeks.

## 6.3 Weekend, Sunday and Holiday Rental Rates

- 6.3.1 Weekend rates apply to Diamond Bar Center Grand View Ballroom rentals beginning at 4:00 pm on Friday and ending at 1:00 am on Sunday or on any holiday.

- 6.3.2 Sunday rates apply to Diamond Bar Center Grand View Ballroom rentals beginning at 7:30 am on Sunday and ending at 12:00 am on Monday.
- 6.3.3 Weekend rates apply to Heritage Park Community Center, Pantera Park Activity Room, Pine Room, Maple Room, Oak Room and Sycamore Room rentals beginning at 4:00 pm on Friday and ending at 12:00 am on Monday or on any holiday.
- 6.3.4 Weekend rates associated with each room apply to all rentals that fall on holidays. For purposes of this policy, holidays include New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. No rentals will be booked on New Year's Day, Thanksgiving Day, Christmas Eve, or Christmas Day without written approval of the City Manager.

## **7 Cancellation by User**

- 7.1 All Weekend and Sunday rentals of the Grand View Ballroom shall adhere to the following cancellation/refund policy:
  - 7.1.1 If cancelled 180 days or more prior to the event, a fee of room rental fees paid at signing minus 50% shall be assessed.
  - 7.1.2 If cancelled 60 to 179 days prior to the event, a fee of room rental fees paid at signing minus 75% shall be assessed.
  - 7.1.3 If cancelled 59 days or less prior to the event, all room rental fees paid shall be forfeited.
- 7.2 All other facility rentals shall adhere to the following cancellation/refund policy:
  - 7.2.1 If cancelled 60 or more days prior to the event, a fee of room rental fees paid at signing minus 50% shall be assessed.
  - 7.2.2 If cancelled 59 days or less prior to the event, all room rental fees paid shall be forfeited.

- 7.3 Cancellation fees apply only to room rental fees. Fees paid for any cleaning, alcohol, security, and/or insurance requirements will be refunded in full.
- 7.4 Grand View Ballroom (2/3 room or entire room) reservations shall adhere to the following Change of Event Date requirements:
  - 7.4.1 Any reservation date changed 180 days or more prior to the event is subject to a change of date fee. If a second change of date is requested, cancellation fees apply.
  - 7.4.2 Any reservation date change requested 179 days or less prior to the event is subject to cancellation fees per policy.
  - 7.4.3 All change of date requests/approvals are subject to facility availability.

## **8 Available Rooms**

- 8.1 Grand View Ballroom
  - 8.1.1 Weekend and Sunday use of Grand View Ballroom requires a minimum six (6) hour rental period and minimum 2/3 rental of the Banquet Room. Rental time must include set-up and clean-up time.
  - 8.1.2 Weekday use of Grand View Ballroom requires a minimum two (2) hour rental period.
  - 8.1.3 A minimum one (1) hour clean-up period is required at the end of each Grand View Ballroom rental and is subject to Council-approved fees.
  - 8.1.4 Outdoor Usage areas are only available with rental of 2/3 or more of the Grand View Ballroom.
  - 8.1.5 Rental of 2/3 Grand View Ballroom or Entire Grand View Ballroom includes tables & chairs, catering kitchen, foyer and patio.
  - 8.1.6 Rental of 1/3 or less of the Grand View Ballroom requires a minimum rental of 2 hours plus a mandatory minimum thirty minute clean-up period at the end of each event.

- 8.1.7 Additional permits and/or fees may be required depending on the type of use.
- 8.2 Sycamore, Oak, Pine and Maple Room (DBC Meeting Rooms), Heritage Community Center and Pantera Park Activity Room
  - 8.2.1 Minimum use is 2 hours of rental time plus a mandatory minimum thirty minute clean-up period at the end of each event.
  - 8.2.2 Additional permits and/or fees may be required depending on the type of use.
- 8.3 Kitchens
  - 8.3.1 The Diamond Bar Center Kitchen General Use Section and the Heritage Park Community Center Kitchen are available at no cost to all users on a first come, first served basis. Use shall be coordinated between the users to best meet the needs of all users. General Use Section equipment includes coffee maker (user provides coffee/service), ice machine, sink, and refrigerator (items must be removed after each scheduled use).
  - 8.3.2 The Diamond Bar Center Catering Kitchen is available only to users scheduled for a catered event at the Diamond Bar Center. Use of the Catering Kitchen must be requested on the same Application that is submitted for room use. Fee for use of Catering Kitchen is stated on the fee schedule. Catering Kitchen equipment includes refrigerator/freezer (items must be removed after each scheduled use), microwave oven, convection oven, warming top, hot food service unit, warming ovens (2), and a sink.
  - 8.3.3 Priority usage of the catering kitchen shall go to the renter of the Entire Grand View Ballroom or 2/3 Grand View Ballroom. All other requests for use of the catering kitchen shall occur on a first-come, first-serve basis.

- 8.3.4 No homemade food or beverages are allowed in City facilities. Food service must be provided by a licensed caterer, restaurant, or deli. For all catered services, a valid Public Health Permit must be submitted a minimum of thirty (30) days prior to the event. Receipts for purchase of food or beverages from a restaurant or deli are required the day of the event.
- 8.3.5 No cooking is allowed at City facilities. For purposes of this policy, cooking includes, but is not limited to baking, barbequing, frying, grilling, etc. Use of outside areas for food heating or cooking is prohibited, with the exception of Public Health permitted food trucks. Qualifying food and beverage as defined in Section 13.11 may be warmed using City equipment.
- 8.3.6 Kitchen storage for recurrent users in Groups B & C may be available on a first-come, first-served basis, for a period not to exceed six months. After six months, if demand exceeds supply, storage space will be allocated through random drawing.

#### 8.4 Rehearsal

- 8.4.1 A rehearsal may be scheduled no more than twenty-one (21) days prior to a contracted event date.
- 8.4.2 One free hour of use of the facility shall be granted to the renter, provided that the rehearsal does not interfere with any occurring reservation and/or daily operations of the facility.
- 8.4.3 One free hour of use of a rental room may be granted to the user, provided that the rehearsal does not interfere with any occurring reservation and/or operations of the facility.
- 8.4.4 Should the renter request use more than 21 days in advance, and/or use for more than one hour of a rental room the appropriate fee schedule shall apply. Use for more than one hour is not available on the weekends in the ballroom.
- 8.4.5 Parks & Recreation Director has final authority to approve or deny a rehearsal date and time. Fees may be charged for use of City equipment during rehearsal time.

## 9 Recurrent Use

### 9.1 Recurrent Facility Use by Group B Organizations

- 9.1.1 Subject to availability, recurrent no-cost use of Grand View Ballroom by Group B organizations is limited to Mondays from 8:00am-3:00pm and Fridays from 8am-2pm. Reservations must be made a minimum of 12 months in advance.
- 9.1.2 Subject to availability, no-cost midweek reservations (Tuesday, Wednesday, or Thursday) are available to Group B organizations once per quarter. Group B organizations may reserve Grand View Ballroom for a maximum of 8 hours for such events.
- 9.1.3 Recurrent no-cost use of Pine Room by Group B organizations is available 7 days per week between the hours of 8am-10pm. Room may be reserved up to twelve months in advance.
- 9.1.4 Recurrent no-cost use of Oak Room, Maple Room, and Pantera Activity Room by Group B organizations is available Monday through Friday between the hours of 8am-4pm.
- 9.1.5 Recurrent no-cost use of Heritage Community Center by Group B organizations is available Monday through Friday between the hours of 9am-6pm unless otherwise authorized in writing by the City.
- 9.1.6 Any use by Group B organizations outside the no-cost periods established in this section is subject to Group C rates.
- 9.1.7 When not scheduled for Group B use, rooms may be reserved by others per the terms of this policy.
- 9.1.8 Each City-recognized senior organization must submit a written request for room use/application by September 1 of each year for use in the following calendar year. The written request for room use/application must include a complete membership roster with name and resident status, Articles of Incorporation indicating status as a Diamond Bar-based non-profit, and a listing of Board of Directors. Each organization will be required to meet with a City representative to review application materials.

**10 Diamond Bar-based Non-Profit Use of Heritage Park Community Center or Pantera Park Activity Room**

10.1 Diamond Bar-based non-profit organizations will be allowed one no-cost use of Heritage Park Community Center or Pantera Park Activity Room per year, provided the use is for fundraising purposes.

**11 Security**

11.1 The City reserves the right to require security whenever it deems it appropriate.

11.2 Security is required to be present at all events at which alcohol is served. Events with 200 or more guests that serve alcohol are required to have a minimum of two security guards. Event may be required to have additional security, as determined by staff. Security must be present ½ hour prior to the start of alcohol service through the end of the event (including clean-up hour).

11.3 Cost of security is the responsibility of the user and is payable to the City of Diamond Bar at the rates established in the City's most current security contract. Fees for security services will be provided to the applicant at the time of final payment. Overtime rates will apply when a security officer is requested to work over 8 hours per shift. Each hour thereafter will be billed time and a half. Holiday rates will apply on Presidents Day, Memorial Day, Independence Day, and Labor Day. All fees are subject to change.

**12 Alcohol Use**

12.1 Alcohol use is allowed at the Diamond Bar Center and Heritage Park Community Center exclusively by written permission of the City. Alcohol use is not allowed at the Pantera Park Activity Room. All approved alcohol use must comply with applicable law and the provisions of this policy. 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 facility use permit for any event.

12.2 General Alcohol Regulations

12.2.1 "Alcohol use" refers to any beverage that contains any amount of alcohol.



- 12.2.2 An alcohol deposit in the amount established in the City Council-approved fee schedule shall be required for any event where alcohol is being served.
- 12.2.3 If alcohol is to be served, full liquor liability insurance coverage is required.
- 12.2.4 Security is required to be present at all events at which alcohol is served. Cost of the security is the responsibility of the user and is payable to the City of Diamond Bar. Events that serve alcohol with 200 or more guests are required to have a minimum of two security guards. Event may be required to have additional security, as determined by the Center Director.
- 12.2.5 Sale of alcohol at private parties, including but not limited to weddings, anniversaries, birthdays, quinceaneras, etc., must be arranged through a caterer with a valid type 47 or 48 license obtained from the California Department of Alcoholic Beverage Control. No exceptions.
- 12.2.6 Non-profit organizations may serve alcoholic beverages by obtaining a one-day permit from the California Department of Alcoholic Beverage Control.
- 12.2.7 Alcohol shall not be served to minors. The user'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.
- 12.2.8 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 Diamond Bar Center, shall be the sole responsibility of the organization, its sponsor or the adult representative, who, as a condition of signing the use permit for the facility agree to indemnify the City for any such injuries.
- 12.2.9 Permission to serve alcohol shall not be granted for any event where the majority (50% plus one) of guests in attendance will be under the age of 21.

- 12.2.10 Alcohol may not be served or sold prior to or beyond the approved alcohol service time.
- 12.2.11 Alcohol may not be served until approved security officers are on-duty at the facility or unless the requirement for security has been waived by the Parks & Recreation Director or designee.
- 12.2.12 Alcohol may not be served nor consumed outside of the room approved for use. Serving or consuming alcohol on patios adjoining the room approved for use is permitted.
- 12.2.13 Alcohol may not be served nor consumed in the parking lot without written approval from the City.
- 12.2.14 The service of alcohol at any event is limited to a maximum of five consecutive (5) hours.
- 12.2.15 Alcohol service time shall be ended no later than one (1) hour prior to the scheduled start of event cleanup period.
- 12.2.16 All alcohol must be distributed by a server(s) from behind a table or a bar, which must be monitored by the server at all times. The server(s) must be a member of the catering staff or a hired bartender and may not be a guest of the event. The server(s) must be an adult, over the age of 21 and is required to submit a copy of his/her driver's license a minimum of thirty (3) days prior to the event. The server(s) is responsible for ensuring that guests are not overserved and that no minors are served. The server may not consume alcohol while on duty.
- 12.2.17 When serving champagne, all bottles must be opened in the kitchen prior to serving. Champagne bottles may not be opened in the banquet rooms. All unopened bottles must be stored in the kitchen.

### 12.3 License Requirements

- 12.3.1 No sales or requests for donations for alcohol are permitted without a license from the State Alcoholic Beverage Control Board (A.B.C.), Los Angeles County office.
- 12.3.2 A copy of the facility rental contract and City-issued letter of approval must be furnished to A.B.C. when applying for this license.
- 12.3.3 A copy of the A.B.C. license must be furnished to the City a minimum of seven working days prior to the event.
- 12.3.4 A copy of the A.B.C. license must be posted in plain public view near the bar, or other location, where the alcohol is being served.
- 12.3.5 Non-Profit Organizations: A one-day alcoholic beverage permit can only be issued to Non-profit organizations and only if the proceeds are going back to that Non-Profit organization.
- 12.3.6 Private Parties: Private parties i.e. weddings, anniversaries, birthdays, meetings, or anyone other than a Non-Profit organization, shall not sell alcohol on their own, but must arrange this through a licensed caterer. The caterer must have a License (Type 47 or 48), which enables the caterer to sell beer, wine, & distilled spirits (hard liquor). If the caterer does not have this license the private party cannot sell alcohol. NO EXCEPTIONS. It is illegal for a private party to sell alcohol on their own.

### 13 General Operating Regulations

- 13.1 Advertising Materials may be left with staff for approval and will be displayed when deemed appropriate and as space permits. Any item posted which has not been approved will be removed and discarded.
- 13.2 Animals are not permitted inside City facilities except licensed service animals. This includes, but is not limited to, guide dogs for the blind and dogs for the hearing or physically impaired. Diamond Bar Municipal Code section 12.00.260 specially prohibits animals outside the Diamond Bar Center or in Summit Ridge Park (except leashed dogs and cats) unless permitted by the Parks & Recreation Director.

Permits will be considered when animal is provided by an insured business. The animal must remain under the control of the business animal handler at all times. Business must provide one million dollars (\$1,000,000) in liability/property damage insurance listing the City of Diamond Bar as an additional insured, per this policy. If approved, an animal deposit in the amount established in the City Council-approved fee schedule shall be required.

- 13.3 City Equipment may not be moved, rearranged, or altered for purposes other than its intended use is prohibited. City equipment shall not be removed from the facility.
- 13.4 Clean up is the user's responsibility and includes, but is not limited to, wiping of table tops, cleaning of chairs, disposing of all trash into proper receptacles, mopping of kitchen floor, wiping of counter tops and kitchen equipment, cleaning up all spillage on/in floors, refrigerators/freezers, and ovens, and removal of all user-owned or leased (non-City owned) items by the end of the rental. Storage is not provided at City facilities.
- 13.5 Commercial Use of City Facilities for profit and private gain is prohibited. Diamond Bar-based non-profits may use City Facilities to conduct fundraising efforts, provided that 100% of the funds generated are received by the organization and all expenses related to the fundraising event are paid through the organization's regular debt process.
- 13.6 Decorations require prior approval by staff. No signs or decorations are to be taped, nailed or otherwise attached to walls, windows, ceilings, drapes, or other City property without written approval. Decorations must be fireproof. Patio decorations, tents, or other equipment must also receive written approval. No rice, birdseed, confetti, or other similar items shall be thrown in or around the facility. Balloons must be secured and not released. Metallic ribbons may not be attached to balloons. A fee will be assessed if staff must retrieve released balloons or if any decorations cause damage to facility.
- 13.7 Discrimination by User Groups is prohibited. The City of Diamond Bar 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, sexual orientation, or handicap condition.
- 13.8 Events Not Covered in this policy must be submitted in writing and shall be reviewed by the City to determine appropriate use, fees, and services. A variance may be required as provided in Section 14.

13.9 Facility User's Property, including all decorations, equipment, supplies, etc. owned by the user, must be removed from City facilities immediately following activity. The City reserves the right to remove any remaining items from the premises and have them stored at the owner's expense. If such equipment or supplies are not claimed within two (2) weeks after notice to the user, the City reserves the right to dispose of such material in any manner it deems appropriate and retain any proceeds received from such disposal. Any cost to the City, including but not limited to administrative costs, incurred to dispose of the unclaimed property in excess of the revenue received from such disposal shall be billed to the user with payment due and payable in thirty (30) days.

13.10 Fire/Open Flame use is strictly prohibited without written approval in the form of a permit issued by the City Building and Safety Official. Request for permit, along with sample candle or open flame device, must be submitted to the staff a minimum of fourteen (14) days prior to event. Typical uses of fire and open flame that may be considered for approval include:

- Tea lights that meet the design standards of the L.A. County Fire Department
- Regular style birthday candles no more than 3 1/2 inches in height that are placed in a cake (pastry or ice cream) and lit for a short duration and then extinguished after the singing of a celebratory song (relight candles are not allowed);
- Sterno heaters for food warming are allowed without a permit by licensed caterers if heater is placed under a chafing dish on a table with no guests seated at the table. Propane containers (or similar Class I and II liquid fuels) are prohibited at City facilities at all times.

13.11 Food and Beverage regulations apply to all rentals. No homemade food or beverages are allowed in City facilities. Food service must be provided by a licensed caterer, restaurant, or deli. For all catered services, a valid Public Health Permit must be submitted at least thirty (30) days prior to the event date. Receipts for purchase of food from a restaurant or deli are required the day of the event. No cooking is allowed at City facilities. For purposes of this policy, cooking includes, but is not limited to baking, barbequing, frying, grilling, etc. Use of outside areas for food heating and cooking is prohibited, with exception of Public Health permitted food trucks.

- 13.12 Illegal Activity is prohibited. All groups and individuals using City facilities shall comply with City, County, State, and Federal laws. Illegal acts, including but not limited to fighting, gambling and lewd conduct are prohibited. Illegal activities will be immediately reported to law enforcement.
- 13.13 Incense, Fog, Hazer or Smoke Use is not permitted at City facilities at any time.
- 13.14 Marijuana/Cannabis may not be possessed, smoked, or otherwise ingested anywhere on City property.
- 13.15 Maximum Attendance regulations apply to all rentals. All rentals are subject to and may not exceed the maximum room capacities listed in Exhibit A. Failure to comply may result in termination of event.
- 13.16 Minors shall be supervised by one adult for every 10 minors, age 12 and under and one adult for every 20 minors under the age of 18 and over the age of 12 at all times while they are using the Center. Events that are specifically geared to minors may be required to have security guards present during the event and cleanup. Permission to serve alcohol shall not be granted for any event where the majority (50% plus one) of guests in attendance will be under the age of 21.
- 13.17 Parking Lot Use is established to primarily service the facility. Exceptions may be issued through approval of a Variance as provided in this policy. Requests to use the parking lot will be considered under "events not covered" for appropriate use, fees, and service.
- 13.18 Public Portions, including heating and air conditioning systems, are operated solely by the City and shall be operated in a manner deemed best by the City.
- 13.19 Security of Entrances regulations apply to all rentals. All entrance doors on the premises shall be locked when the facility is not in use. All door openings to public corridors shall be kept closed except for normal ingress and egress. During use of City facilities, all exit doors shall be unlocked and shall not be blocked in any manner.
- 13.20 Sleeping or lodging is not permitted in City facilities.
- 13.21 Smoking, vaping, and/or tobacco use of any kind or smoking is not permitted in City facilities. Smoking, vaping and tobacco use is permitted in designated outdoor areas only.

**14 Liability & Insurance**

14.1 General Liability Insurance

- 14.1.1 All users of the facility shall procure and maintain, at their own expense and for the duration of the event covered, comprehensive general liability in an amount not less than one million dollars (\$1,000,000.00) per occurrence two million (\$2,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. Depending on the nature of the proposed facility use, additional insurance may be required.
- 14.1.2 If alcohol is to be served, full liquor liability coverage is required.
- 14.1.3 The policy must include contractual liability that has not been amended.
- 14.1.4 Insurance shall contain no special limitations on the scope of protection afforded to City and City personnel.
- 14.1.5 Insurance shall be the primary insurance and any insurance or self-insurance maintained by City or City personnel shall be in excess of the user's insurance and shall not contribute with it.
- 14.1.6 Insurance shall be "date of occurrence" rather than "claims made" insurance.
- 14.1.7 Insurance shall apply separately to each insured against the limits of the insurer's liability
- 14.1.8 Insurance shall be written by insurance companies qualified to do business in California and rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VIII or better, unless such rating qualifications are waived by the City's Risk Manager due to unique circumstances.
- 14.1.9 The applicant's policy must include a 30-day written cancellation notice.

14.1.10 Applicant must file an original copy of the Certificate of Insurance not later than the date of final payment. If a certificate is not on file by this date, insurance fees will apply.

14.1.11 Coverage must be purchased via the City's contracted special events insurance provider, unless the applicant is able to meet insurance requirements.

#### 14.2 Additional Insured Endorsement

14.2.1 Additional insured endorsements are required and must accompany the Certificate of Insurance.

14.2.2 Additional Insured Endorsement must also indicate policy number, date, name of insurance company and name of insured and must name the City, its officers, employees, agents, and volunteers as additional insureds as to comprehensive bodily injury, personal injury, and property damage liability.

14.3 To the full extent permitted by law, user shall defend, indemnify and hold harmless City of Diamond Bar, its officials, 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 Permittee's authorized use or occupancy of the facility and adjoining property unless solely caused by the gross negligence or willful misconduct of City of Diamond Bar, its officers, employees, or agents.

## 15 Variances

15.1 An applicant may request a variance from one or more of the rules set forth below in the event that unusual circumstances make it impossible or infeasible to conduct the event within the precise parameters of this policy.

#### 15.2 Variance Request Process

15.2.1 Variances must be requested in writing to the Parks & Recreation Director. The request must set forth the unusual circumstances that justify a deviation from the ordinary rules. The decision of the Parks & Recreation Director is final.



15.2.2 Variances will be granted only upon a finding that the circumstances presented are unusual and not likely to recur often, the granting of the variance will not set a precedent, and the variance will not be detrimental to public health, safety or welfare, or disruptive to other events occurring in the facility at the same time or to the immediately surrounding neighborhood.

15.2.3 In the event a variance is granted, the applicant will pay any supplemental fee necessary to compensate the City for additional costs associated with the variance.

15.3 Variances may be requested only from the following requirements:

15.3.1 Hours of use beyond closing times stated in this policy.

15.3.2 Use of the parking lot for any purpose other than parking the cars of facility users in marked stalls.

15.3.3 Large events that involve the use of multiple rooms and/or spaces not normally scheduled for use and uses that may result in parking of event attendees in areas beyond the boundary of the Diamond Bar Center parking lot, or events not covered in this Use Policy.

15.3.4 Waiver of fees for Group C (governmental) organizations when it is determined that the use by the Governmental Organization will provide a substantial and measurable benefit to the Diamond Bar community.

15.3.5 Requests for waiver or discount of fees will not be accepted nor considered except for variances listed above.

## Exhibit A – Maximum Room Capacity

### Diamond Bar Center

<b>Grand View Ballroom – Entire</b>	<b>Maximum Capacity</b>
Dining Capacity	438
Dining Capacity w/ 500 sf dance floor	405
Dining Capacity w/ 1,000 sf dance floor	372
Theatre Capacity	822
<b>Grand View Ballroom – A &amp; B</b>	
Dining Capacity	288
Dining Capacity w/ 500 sf dance floor	255
Dining Capacity w/ 1,000 sf dance floor	222
Theatre Capacity	541
<b>Grand View Ballroom – A</b>	
Dining Capacity	133
Dining Capacity w/ 500 sf dance floor	100
Theatre Capacity	250
<b>Grand View Ballroom – B</b>	
Dining Capacity	155
Dining Capacity w/ 500 sf dance floor	121
Theatre Capacity	291
<b>Grand View Ballroom – C, D, &amp; E</b>	
Dining Capacity	150
Dining Capacity w/ 500 sf dance floor	116
Theatre Capacity	278
<b>Grand View Ballroom – C</b>	
Dining Capacity	50
Theatre Capacity	91
<b>Grand View Ballroom – D</b>	
Dining Capacity	53
Theatre Capacity	100
<b>Grand View Ballroom – E</b>	
Dining Capacity	46
Theatre Capacity	87
<b>Pine Room</b>	
Dining Capacity	66
Theatre Capacity	120
<b>Sycamore Room</b>	
Dining Capacity	60
Theatre Capacity	100
<b>Maple Room</b>	
Dining Capacity	32
Theatre Capacity	60
<b>Oak Room</b>	
Dining Capacity	100
Theatre Capacity	185

### Heritage Park Community Center

Dining Capacity	100
Theatre Capacity	185

### Pantera Park Activity Room

Dining Capacity	50
Theatre Capacity	80