



## KEEP FOR YOUR RECORDS

### Important Chimbole Cultural Center Information for Renters – Manzanita Ballroom

The following information contains the Cultural Center's requirements for rentals pertaining to events and meetings. This document is part of, and will be incorporated into the Cultural Center Rental Contract.

#### Cultural Center Rules and Regulations

- Puncturing or scarring of any interior or exterior surface within the Cultural Center is strictly prohibited.
- Renters **may not duct tape**, paint, glue, staple, tack, drill, nail or in any way affix anything to the surface of the walls, wood or floor in the Cultural Center. The only approved tape allowed is gaffer's tape or painter's tape. All tape and tape residue must be removed at the conclusion of the rental. Costs of any defacement to the Cultural Center will be deducted from the Renter's security deposit.
- Puncturing or scarring of the front of stage wood, stage or stage floor is strictly prohibited.
- Renters **may not duct tape**, paint, glue, staple, tack, drill, nail or in any way affix anything to the wood or stage in the ballroom. The only approved tape allowed is gaffer's tape or painter's tape. All tape and tape residue must be removed at the conclusion of the event. Tables, chairs, equipment or boxes must be at least five (5) feet away from the front of stage wood area. Costs of any defacement to the wood or stage will be charged accordingly and Renter's security deposit forfeited.
- Smoking is strictly prohibited at all times.
- Liquids, including water, are not allowed on the stage.
- Unruly behavior such as shouting, profanity and horseplay is prohibited.
- Open flames such as candles, are not allowed.
- All live animals are prohibited, with the exception of guide and service animals.
- The Cultural Center is not responsible for lost or stolen items. Renters should not leave valuables or personal items (laptops, purses, cameras, briefcases, clothing, etc.) unattended in any unsecured area. The Cultural Center has the sole right to collect and have custody of articles left in the building by persons attending any rental held in the building.
- Renter shall comply with all laws whether federal, state or local, including all ordinances of the City of Palmdale, and all its rules, regulations and requirements and those of the Los Angeles County Sheriff and Fire Departments.
- Any individual or group using the Cultural Center agrees to abide by and conform to all Rules and Regulations that may be adopted from time to time, including any and all alterations that might be imposed on the operational hours and use policies.
- Renters, subcontractors, vendors, entertainers and service providers are responsible for maintaining a safe and clean working environment.
- Furniture and equipment owned by the Cultural Center normally used in public areas may not be removed or repositioned.
- Live broadcasting and filming for commercial use is not allowed without proper authorization from City.
- Admission fees or charges are not permitted on City premises.
- All licenses and permits are the responsibility of the Renter, if approved.
- Food and beverages are permitted only in designated rooms.
- Glitter, confetti, un-popped popcorn, uncooked rice, gum, silly string, streamers and adhesive-backed (stick-on) decals are strictly prohibited and may not be distributed or used for any purpose within the Cultural Center.
- All decorations must be fire-retardant in accordance with the Fire Code.
- No equipment, tables, signs, displays, or other items can block or obstruct any emergency alarms or exits, sprinkler valves, or sending stations.
- Rental layout of tables and chairs will be performed only by Cultural Center staff prior to schedule rental time.

- Helium-filled balloons are allowed in the Cultural Center only as part of a display, and must be securely fastened. Compressed gas cylinders used to inflate balloons must be properly secured to prevent toppling.
- Children under 12 years of age must be accompanied by an adult 18 years of age or older at all times.

## **Reservation Policies and Procedures**

### **Security Deposits**

A refundable security deposit is required to hold the date for your requested rental. A fee of \$724.00 will be charged for rentals with alcohol or parties for minors. A fee of \$401.00 will be charged for all other rentals. The Cultural Center will be cleaned and returned to its original condition after the rental; failure of the Renter to do so will cause forfeiture of all or a portion of the refundable deposit fee. Any damage to the Cultural Center or its equipment or disruption to the clean-up time such as unruly behavior or the need to call the Sheriff's will cause forfeiture of all or a portion of the refundable deposit fee, cancellation of the group's contract and denial of future use. It takes approximately four to six weeks after a rental to receive security deposit refunds.

### **Set-up/Load-in Time Request**

Set-up/load-in time is the time the Cultural Center is used prior to the start of a rental and when the Renter may prepare for the rental. A minimum of four hours for event rentals or a minimum of two hours for a meeting rental is required to ensure Renter has enough time to prepare for the rental. Renter acknowledges that the amount of set-up/load-in time they have requested will not go over the time specified in this application and the Rental Contract. Renter understands that set-up/load-in time must include food preparation by Renter or caterer, entertainment, décor, linen service, and any other deliveries or services related to the rental. If Renter requires more time, they must contact the Cultural Center three to four weeks prior to the rental. Renters will not be permitted to stay on site past their original requested set up/load in time indicated on their Rental Contract.

### **Rental Time**

Rental time is defined as when set-up has ended and the purpose of the scheduled rental has begun (wedding, quinceañera, party, banquet, meeting, etc.) and patrons or guests begin to arrive. Renter must stay within the times outlined in the Rental Contract; failure to adhere to these times will result in forfeiture of entire security deposit.

### **Clean-up Time**

Clean-up time is when the rental ends and clean-up begins. The Renter begins clean-up during the designated time indicated on the Rental Contract. The Renter is responsible for picking up trash from the floor, cleaning the kitchen, dishes, stage and removing all décor, including tape. Cultural Center staff is responsible for trash removal and tearing down tables and chairs. At the conclusion of clean-up time, Renter and Cultural Center staff will walk-through all areas used during the rental (stage, kitchen, ballroom, bathrooms, etc.) and complete the required Cleaning Checklist. Upon a successful completion of the Cleaning Checklist, Renter and any persons assisting with clean-up must vacate premises. Clean-up must be completed within the scheduled two (2) hour clean-up time; failure to adhere to these times will result in forfeiture of entire security deposit and at the expense of the Renter, staff shall move, any and all goods, wares, merchandise and property remaining in the rental space

### **Layouts**

Layouts must be submitted with your application. Layouts may be revised 30 days prior to the rental. Layouts may also be viewed by visiting our website at [www.cityofpalmdale.org](http://www.cityofpalmdale.org).

### **Cultural Center Rental Contract**

A Cultural Center Rental Contract will be issued to an adult 21 years of age or older only. The hours shown on the Rental Contract covers the entire time required for the Renter to set-up/load-in, hold their rental and clean-up. The signed Rental Contract, balance due, insurance and ABC permit (if necessary) are due 30 days prior to the rental date. Failure to provide these items will result in the cancellation of the Rental

Contract. The Cultural Center accepts check and money orders only; cash and credit cards are accepted at the Recreation & Culture Department.

**Cultural Center Rental Contracts will not be issued under the Following Conditions:**

- Insufficient Notice: When Cultural Center staff cannot be scheduled, rooms prepared or other conditions relating to such use cannot be completed in time between the date of the rental request and the date of the proposed rental. **A minimum of sixty (60) days' notice is required.**
- Hazardous Activities: When activities are of a hazardous nature that may endanger person or property.
- Prior Circumstances: When the Renter has mistreated the Cultural Center or violated Cultural Center Use Policies during a previous occupancy.

**Hours of Operation**

The Cultural Center operational hours are Monday-Friday, 12:00 pm–6:00 pm; Wednesday extended hours are 6:00 pm–10:00 pm

**Insurance Requirements for Renter, Renter's Vendors, Entertainers, Sub-Contractors & Service Providers**

Renter, Renter's vendors, entertainers, sub-contractors and service providers will be required to obtain and provide a certificate of liability insurance and endorsement to the City of Palmdale. The Renter's certificate of liability insurance and endorsement will be due 30 days prior to rental date. Commercial businesses and national organizations must provide their own company's insurance as per the City's insurance requirements listed below. Some Renters may be approved to purchase insurance for a fee through the Recreation & Culture Department.

Renter, Renter's Vendors, Entertainers, Sub-Contractors and Service Providers, at its sole expense, shall maintain in effect for the duration of the Cultural Center Rental Contract, not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the *Best's Insurance Guide* and authorized to do business in the State of California.

**A. General Liability including Products Liability**

- One million dollar (\$1,000,000) limit on a per occurrence basis.
- Two million dollar (\$2,000,000) General Aggregate limits.
- Additional Insured Endorsement naming the City of Palmdale, et al, as set forth in "General Insurance Provisions" is required.
- If food, drink or any kind of product is sold or given away at the event, a two million dollar (\$2,000,000) Products & Completed Operations Aggregate limit is required.
- List deductible or state "No Deductible" – deductible subject to approval of City Attorney.

**B. Liquor Liability (if applicable)**

- One million dollar (\$1,000,000) limit on a per occurrence basis.
- Two million dollar (\$2,000,000) General Aggregate limits.

**B. Workers' Compensation**

- Provide proof of insurance certificate with California statutory requirements.

**C. Commercial Automobile Liability**

- One million dollar (\$1,000,000) combined single limit including non-owned and hired automobile coverage
- Additional Insured Endorsement naming the City of Palmdale, et al, as set forth in "General Insurance Provisions" is required.

**General Insurance Provisions**

- A. Coverage must be in force for the duration of the rental, including set-up and tear down.
- B. Thirty (30) day written notice of cancellation.

- C. List name of event, location, date and time, if applicable, in the "Description of Operations/Comments" area.
- D. Endorsements shall extend coverage to the City as an additional insured, in the same manner as the named insured. Such insurance shall be primary insurance, as respects the interest of the City and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required above.
- E. Certificate and endorsement shall state:

**Description of Operations Box and Additional Insured Endorsement box must state:**

**"The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers are named as additional insured."**

**Certificate Holder Box must state:**

**Chimbole Cultural Center  
38350 Sierra Highway  
Palmdale, CA 93550**

**Security Guards**

Security guards are required if alcohol is being served, the rental is for a minor or if the City determines that the nature of the rental requires security. The typical security requirement is one guard per 100 guests. All associated security costs will be the responsibility of the Renter. Proof of security contract must be submitted to the Cultural Center ten (10) days prior to rental date.

**Cancellation by Renter**

Refund of fees shall be made when the Renter gives written notice of cancellation to the Cultural Center at least sixty (60) days prior to the date reserved for the Ballroom. Failure to do so shall result in loss of fees and deposit.

**Advertising**

Renter shall not advertise, announce or make public of said rental prior to signing of the Rental Contract and approval by the City. Advertising or announcements, including all marketing materials and collateral, passes and tickets must be pre-approved by the City.

**Responsibility of Renter's Guests**

Do not leave children unattended. Keep children with you at all times. Running up and down stairs and hallways and improper use of the elevator will not be tolerated. Children 12 years of age or younger must be accompanied by an adult 18 years of age or older. Parents or guardians are responsible for the behavior of their children.

**Equipment Inventory/Rental**

The Cultural Center does not provide linens, chair covers or décor. The Cultural Center is equipped with an inventory of tables and chairs to meet most requirements. Additionally, the Cultural Center also has an inventory of special items (dance floor, projection system, podium, coffee pots, table service) available for a rental fee. Tables (6' long [30" x 72"] or round (60") and chairs are included with your room rental.

**Alcohol Beverage Policy**

Alcoholic beverages are not permitted at rentals honoring a minor. Alcoholic beverages are prohibited unless prior approval has been obtained from the City. Persons under 21 years of age shall not be served alcoholic beverages nor be permitted to consume alcoholic beverages in accordance with state laws and the regulations of the California Department of Alcohol Beverage Control. Violators are subject to criminal prosecution, and reported violators will be denied approval for subsequent requests to serve alcoholic

beverages at the Cultural Center. If a minor is observed drinking, the rental will end immediately and the deposit will be forfeited.

If alcohol is sold, the Renter must have a caterer with a liquor license handling sales unless the Renter is a non-profit group. Non-profit groups can obtain a one-day permit from the California Department of Alcohol Beverage Control. Private receptions that do not sell alcohol to their guests do not require a liquor license. For further information, please see the Cultural Center's Alcohol Beverage Policy section of this document.

### **Permit Requirements for Serving Alcoholic Beverages**

If beer, wine (champagne), or hard liquor is served at a social function without charge, a permit from the ABC (Department of Alcohol Beverage Control) is not necessary.

If beer, wine (champagne), or hard liquor is sold at a social function by an organized group or club that holds a current 501C3, Renter must choose one of the following: Either a licensed (type 58) caterer must serve the beverages; or a temporary permit must be obtained from the ABC.

If the Renter does not represent an organized group or club, and beer, wine or hard liquor is sold, a licensed (type 58) caterer must be hired. For the purpose of this policy, "sold" is defined as drinks that a person pays for by the use of money, admission price, tickets, or any other "token" of value.

All permits must be submitted at least **thirty (30) days** prior to your rental. To obtain ABC permits, the applicant can find instructions as well as download the appropriate forms from: [www.abc.ca.gov](http://www.abc.ca.gov). Fill out the forms and submit with the appropriate license fees to: State of California Department of Alcohol Beverage Control, 6150 Van Nuys Boulevard, Room 220, Van Nuys, CA 91401, (818) 901-5017 [VNY.Direct@abc.ca.gov](mailto:VNY.Direct@abc.ca.gov)

### **Ballroom Kitchen and Food Service**

The Manzanita Ballroom offers a fully equipped kitchen. Table service (dishes, tableware, glasses) for up to 300 people is available for a fee.

Portable cooking equipment non-fuel-connected is permitted if equipment is fueled by small heat sources that can be readily extinguished by water, such as alcohol-burning and solid alcohol equipment. Proper precautions must be made to prevent ignition of combustible materials.

No oils, combustibles, or any liquids other than water may be poured in Cultural Center drainage or sewer systems. No tools, machines, cookware, or other items may be emptied, washed, or rinsed in Cultural Center restrooms. Cookware, dishes, utensils, etc., may not be filled from Cultural Center restrooms.

Renters requesting professional food service must select a licensed caterer approved by the City. The caterer must have appropriate permits, insurance and licenses. The applicant and caterer are responsible for complying with the Cultural Center's Rules and Regulations. Applicant is responsible for caterer(s) and overseeing that the Cultural Center is left in the condition it was found.

The criteria for potluck food service are as follows: The Renter is either a private party or a non-profit organization. No charges are made, admissions collected, or donations solicited. Food is prepared by those attending and is shared among members of a limited group. The rental cannot be open to the general public.

### **Misrepresentation of Rental**

Any misrepresentation as to the nature of the rental as described in this application and referred to in the Rental Contract, or to the number of attendees expected, contract or payment information or any other falsification of permits and/or documents will result in the immediate cancellation of the rental and forfeit of all fees paid and may result in denial legal action.

**Abusing Policies**

The Recreation & Culture manager reserves the right to refuse any group the privilege of using the Cultural Center due to abuse of the Rules and Regulations of the Cultural Center. In addition, any Renter charged with an occurrence of abuse will be cancelled at the sole discretion of the City.

**Warranties**

Renter agrees, represents and warrants that nothing contained in the program performance, exhibition or in any other way connected with Renter's activities under this agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Renter warrants that all programs, performances, concerts, etc., to be performed under the "Application" involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representative thereof. It is the sole responsibility of the Renter to obtain from Broadcast Music Inc. (BMI), ASCAP, SESAC, SWANK, Criterion PicUSA or any other licensing agency the proper permit for type of use. Renter further agrees to indemnify, defend and hold harmless the City of Palmdale, its officers, agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty. Renter warrants that the event will be suitable for the audience and will not contain profanity, nudity, or adult themes and content.

**Force Majeure**

The City is not responsible for any rental that is prevented, rendered impossible or infeasible by an act or regulation and any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or other cause beyond the control of the City. The City will not make any refunds for, or reschedule any rentals canceled as a result of a force majeure.