

KEEP FOR YOUR RECORDS

Important Chimbole Cultural Center Information for Renters

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 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.
- 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 by Cultural Center staff only prior to schedule of 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 Policy and Procedures

Security Deposits

A refundable security deposit of \$139.00 is required to hold the date for your requested rental. The Cultural Center will be cleaned and returned to its original condition after the event; 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 also 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 an event to receive security deposit refunds.

Renter's Set-up/Load-in Time Request

Set-up/load-in time is the time the Cultural Center is used prior to the start of an event and when the Renter may prepare for their event. 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 contract. Renter understands that set-up/load-in time must include décor, food set up and any other deliveries or services related to your rental. If Renter requires more time, they must contact the Cultural Center ten days prior to their rental. Renters will not be permitted to stay in the building past their original requested set up/load in times.

Rental Time

Rental time is defined as when set up has ended (if applicable) and the purpose of the rental has begun (meeting, party, etc.). Renter must stay within their requested event times; failure to do so will result in fees being deducted from the security deposit.

Clean-up Time

Clean-up time is when the event 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 and removing all décor, including tape. Cultural Center staff is responsible trash removal and reorganizing tables and chairs. At the conclusion of clean-up time, the Renter will do a walk-through with Cultural Center staff and complete the required Cleaning Checklist. Upon 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 clean-up time; failure to adhere to the times set forth in the Rental Contract will result in forfeiture of entire 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.

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-on, hold their rental and clean up. The signed Rental Contract, balance due, insurance (if applicable) are due 10 days prior to the rental date. Failure to provide these items will result in the cancellation of the rental. 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 request and the date of the proposed event. **A minimum of ten (10) 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 12:00pm – 6:00pm and Wednesday extended hours are 6:00pm – 10:00pm and Thursday extended hours are 8am-12pm.

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

Renters, 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 ten (10) 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 are 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. 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 are required.

General Insurance Provisions

- A. Coverage must be in force for the duration of the event, including set-up and tear down.
- B. Thirty (30) day written notice of cancellation.
- C. List name of event, location, date and time, and additional insured in the "Description of Operations/Comments" area of the Certificate.
- 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. Certificates and endorsements 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**

Cancellation by Renter

Refund of fees shall be made when the Renter gives written notice of cancellation to the Cultural Center at least ten (10) days prior to the date reserved for any of the downstairs rooms. 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 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 has a podium and projection screen for use and a TV/VCR/DVD available for a rental fee. Tables (6' long [30" x 72"]) and chairs are included with your room rental.

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 performances, 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 event that is prevented, rendered impossible or infeasible by an act or regulation on 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 events canceled as a result of force majeure.