

Application for Use of Barranca Vista Facility

Note: Applications must be received at least thirty (30) working days prior to request use.

To Make a Reservation:

1. Copy this form to your desktop, complete items 1-12 and mail a printed version to:
City of Ventura – Kathryn Dippong-Lawson – P.O. Box 99 – Ventura, CA 93002
2. Enclose a \$250 refundable deposit (\$350 if serving alcohol) and a \$25 application non-refundable fee (see back). Payable to "City of Ventura".

1. Purpose for which facility/equipment is requested:

- Wedding/Reception Family Reunion/Birthday Charity Event Business Event Other _____

2. Are you a Resident: non-profit private individual commercial
Non-Resident: non-profit private individual commercial

3. Name of Group or Organization _____ Contact Person _____

4. Name of Applicant _____ Address _____

5. City _____ Zip _____ Phone _____ Email _____

6. Will use be open to the general public? Yes No Estimated attendance _____ Will a fee be charged? Yes No

7. Applicant will: Provide own liability insurance Purchase insurance through city's broker

8. Will food or beverage be sold? Yes No Will there be entertainment? Yes No What type? _____

9. Will alcohol be sold? Yes No Consumed? Yes No

10. Other special requirements, needs or uses _____

11. The minimum booking time for Barranca Vista Center rental is two hours.

Booking time includes: set-up, preparation, event times and clean up.

The renter is responsible for set-up, tear down and clean up of the site.

Date(s) Requested	Time		Total Hours
	From	To	

AGREEMENT STATEMENT (PLEASE READ CAREFULLY)

Permittee indemnifies, will defend (at CITY's request and with counsel satisfactory to CITY), and holds CITY harmless from and against any claim, action, damages, costs (including without limitation, attorney's fees), injuries, or liability, arising out of Permittee's acts, errors or omissions, negligence, or wrongful conduct (regardless of CITY's passive negligence, if any) in connection with this Permit. For purposes of this section "CITY" includes the City of San Buenaventura's officers, officials, employees, agents, representatives, and certified volunteers. Applicant agrees to all terms and conditions of this completed permit.

Signature of Applicant _____ Date _____

Staff Accepting Request _____ Date _____ Telephone _____

Complete this information AFTER initial reservation. For staff assistance, contact Kathryn Dippong-Lawson at 805/654-7552.

FACILITY RENTAL RATES FOR PRIVATE USE

Facility rental \$ _____/hour (hourly rate below: 2 hour minimum) x _____ hours	=	RENTAL FEE
Resident: <input type="checkbox"/> \$35 non-profit <input type="checkbox"/> \$49 private individual <input type="checkbox"/> \$68 commercial	=	_____
Non-Resident: <input type="checkbox"/> \$42 non-profit <input type="checkbox"/> \$58 private individual <input type="checkbox"/> \$81 commercial	=	_____
Staff: \$15/hour x _____ hours	=	_____
Liability Insurance: <input type="checkbox"/> No charge if applicant provides (see back for requirements) or <input type="checkbox"/> Applicant to purchase through city broker (staff determines fee)	=	_____
Alcohol liability insurance: \$ _____	=	_____
Kitchen use: \$10/hour x _____ hours	=	_____
Folding plastic stacking chairs <input type="checkbox"/> and/or 8ft Tables (10 available) <input type="checkbox"/> = \$30	=	_____
Mail (address above) separate check for TOTAL RENTAL FEES	=	_____

The deposit check (separate from your rental fees) secures your reservation. **The deposit check will be cashed.**

After the event, your deposit will be mailed to you within three weeks unless there has been damage to the site or equipment, or the event has exceeded the scheduled rental time. In this case, the cost will be deducted from the check, and the balance will be returned to the renter.

Refunds:

1. All fees will be refunded, except for the \$25 application fee, if a Permittee cancels a Permit not later than ten business days before the date of an event.
2. 50% of the Basic Rate and all other fees, excluding the application fee, will be refunded if a Permittee cancels a Permit later than ten business days before the date of an event.
3. Refunds will not be given due to inclement weather.

Barranca Vista Center Rules

1. A staff person is required on-site to enforce all restrictions and make sure the event is safe.
2. A staff person will be responsible for the opening and closing facility.
3. Applicant is responsible for the clean-up of the facility. Staff is not responsible for the set-up, breakdown and clean-up of your event.
4. Applicant is responsible for the removal of ballet and gymnastics equipment and must return the equipment to the original place in the Social Hall when the event ends.
5. We cannot store your personal equipment in the facilities.
6. Do not leave leftover food or drinks at the facility.
7. No live animals (with the exception of guide dogs) are permitted.
8. Amplified instruments and amplified music must be played at moderate to low levels. The staff person will determine whether or not the sound levels are acceptable. Amplified entertainment must end by 10 pm.
9. The City of Ventura cannot be held responsible for vehicles or property left on site after closing time.
10. No event items (chairs, tables, arches, podiums, flowers, stage raises can be left overnight or past pick-up times. Items brought to the site must be removed at the end of the event.
11. Any items beyond chairs and tables used for a Barranca Vista rental must be pre-approved by Kathryn Dippong Lawson and added to the permit.
12. No nails, screws, glue or masking tape may be used.
13. All decorations must be flameproof.
14. Smoking is prohibited on the grounds and the structures of the park.
15. Never remove City chairs, tables or equipment from the facility.
16. If a facility is being misused in any way contrary to the rule, policies and laws of the City or State, the facility will be immediately closed and your deposit forfeited.
17. Occasionally a permit will be revoked if a conflict arises with a City-run program.
18. If you plan to use a vendor for the purposes of supplying food or beverage, jolly jumps or entertainment, you must receive prior approval.
19. You are limited to the facility you requested and must stay within the requested time frame.
20. If you exceed your allotted facility time or leave the facilities unclean, an additional fee will be deducted from the deposit check.
21. If you are going to sell or consume alcoholic beverages, you must receive prior approval and purchase liquor liability insurance.
22. Event must be cleaned up and out of the facility by 12 Midnight.

Facility and Park Rental Permit/Block Party Permit Insurance Requirements

A State of California Alcohol Beverage Control Permit (ABC) is required if alcohol will be sold.

Indemnification and Insurance Requirements

Permittee agrees to indemnify and will defend the City against all losses arising from this event, and holds CITY harmless from and against any claim, action, damages, costs (including without limitations, attorney's fees), injuries, or liability, arising out of Permittee's or its vendors' and subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of CITY's passive negligence, if any) in connection with this Permit. "CITY" includes the City of San Buenaventura's officers, officials, employees, agents, representatives, and certified volunteers.

Permittee shall supply the City with evidence of **General Liability**, and, if alcohol is sold, distributed or served at the event, **Liquor Liability** insurance, from an insurance company licensed to do business in the State of California with an AM Best rating of not less than A-, VII. Such insurance shall be in the minimum amount of \$1 million per occurrence or as a combined single limit. **Coverage shall be endorsed as Primary and Non-Contributory.**

If Permittee has employees working at the event in any capacity, Permittee shall also supply City with evidence of a valid **Workers' Compensation** policy with statutory limits, and the policy must be **endorsed with a Waiver of Subrogation in favor of the City.**

The Certificate of Insurance must include the following language in the Certificate Holder box:

City of San Buenaventura, its officials, officers, agents, employees and volunteers
P.O. Box 99
Ventura, CA 93002

The Certificate of Insurance must include the following language in the Description box:

The City of San Buenaventura, its officials, officers, agents, employees and volunteers shall be named as an additional insured under the General Liability and Liquor Liability policies. All Liability policies are Primary and Non-Contributory. 30 day notice of cancellation will be provided to the Certificate Holder.

Special Risks or Circumstances

The City reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances. Some activities may require underwriter approval or be excluded from coverage, which could lead to the permit not being issued, or necessitate the purchase of additional insurance, or exclusion of the vendor/sponsor/activity from the event.

Permittee shall supply Certificate(s) of Insurance along with all applicable endorsements to the City of Ventura Community Partnership Office a minimum of fourteen (14) business days prior to the scheduled event. Failure to do so may result in the cancellation of your permit and event.

Claims

Permittee shall provide immediate notice to City of any claim against Permittee or any loss involving Permittee that could result in City or any of City's officials, officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

Compliance

In the event of any loss that is not insured due to the failure of Permittee to comply with these requirements, Permittee will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, officials, employees, agents, or volunteers as a result of such failure.

In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant, shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with applicant to waive said fees or any part thereof. The foregoing will not apply of the Permittee prevails on every issue in the enforcement proceeding.

NOTE: This language needs to be sent to the Permittee more than 14 days in advance of the event and/or included in the application