City of Victorville Community Services Department
RECREATION SERVICES DIVISION
14973 Joshua Street, Victorville, CA 92394
Phone: 760/245-5551 Fax: 760/269-0028
E-mail: VictorvilleRec@VictorvilleCA.Gov

FACILITY USE AGREEMENT

OFFICE USE ONLY
Rcvd By:
Rcvd Date:
Rcvd Time:

Permit:

Facility Requested: _____ Room: _____

Date(s) of Use: _____ Hours: From _____ am/pm To _____ am/pm

Contact Name: _____ Phone: Home _____ Work: _____

Address _____ City _____ Zip _____

Organization Name: _____ Non-Profit ID _____ E-mail _____

1. Describe event: _____
2. Number of people expected: Youth _____ Adults _____ Total _____
3. Will admission be charged or a collection taken? Yes ☐ No ☐ Will items be sold? Yes ☐ No ☐
   List items with amounts: _____ Resale Permit # _____
4. Tables and chairs needed? Yes ☐ No ☐ # Tables _____ #Chairs _____ Plan # _____

Occupancy cannot exceed maximum capacity of building per Fire Department Code 2501.16.3

5. Will alcohol be served? Yes ☐ No ☐ Sold? Yes ☐ No ☐ ABC Permit Number _____

NOTE: Facility staff will open the facility ONLY at time listed above. Please be prompt! Set-up and clean-up is the responsibility of the user, and must be completed within the approved usage time.

Payment of fees reserves date of use. Rental NOT guaranteed until approved by Recreation Manager.

I have carefully read the rules and regulations for use of facility outlined on the back of this form, and agree to abide by them. Further, I have carefully read the provided Release of Liability and Indemnity Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and CSD and/or City and sign it on my own free will.

Applicant's Signature _____ Date _____ Recreation Division Approval _____ Date _____

OFFICE USE ONLY	Amount Paid	Date	Receipt #	Received By	Type of Payment
Facility Charge					
Deposit					
Insurance					
Security					
Other					

☐ Copy Facilities Division _____
☐ Copy Parks Division _____
☐ Copy Recreation Staff _____
☐ Other (Specify) _____

Security _____

Insurance _____

YOU MUST BRING THIS FORM TO YOUR RENTAL!

Rev. 4/28/16

FUA Rules and Regulations

ALL FACILITY USERS

1. An approved Facility Use Agreement (FUA) is required for all groups and must be in possession of the Lessee or representative at the event. An FUA can only be completed by an adult (eighteen or older).
2. City Facility use fees may include rental fees, security deposits, liability insurance, staff fees, portable restrooms, and security guard fees.
3. Periodic checks of the building, facility or park will be conducted by City staff. Failure to comply with the information you provided on the FUA (presence of alcohol, number in attendance, etc.) may result in the closure of your rental and the forfeiture of all fees paid.
4. The right to revoke permission to use a building, facility, or park at any time is retained by the City of Victorville. Usage of facilities shall not be granted to any individual or group that has as its objective overthrowing of the United States or the State of California by force, violence or other means.
5. FUAs shall not be approved in such a manner that, in the opinion of the Department, constitutes a monopoly for the benefit of any individual, group or organization.
6. Lessees shall not assign or sublease any portion of the premises or any rights under this lease, without prior approval of the Community Services Department (CS Department). Any such assignment of sublease shall be void and the City shall have the right to exclude any and all persons from the facility attempting to exercise any right or privilege under such assignment or sublease.
7. No advertising shall be exhibited, no petition shall be circulated, and no solicitation or sales shall be made in the building, facility, park or grounds without prior approval from the CS Department. No advertising or promotional materials are to be posted on telephone, power or street lighting poles within the City of Victorville. Violation of this condition will result in cancellation of the event without refund.
8. No structures or sets are to be built unless specifically provided for herein.
9. Electricity is not available for outdoor facilities.
10. All groups must be under the direction of their own responsible leadership.
11. Requests from promoters or contractors involving performances by individuals or groups with whom separate contracts are made will require that copies of such contracts be made available to City staff for inspection. If the event involves any types of performance, such as music, poetry reading, etc., the lessee warrants and represents to the City of Victorville, that use of the facility will not result in an infringement of any right protected under Item 17 of the U.S. Code (copyrights) and that the lessee will be solely responsible for the content of any performance at the building, facility, or park.
12. Your group's cooperation in working with City staff and Security Guards is expected. Please respect City property. You are responsible for the behavior of your group and ultimately the condition of the building, facility, or park.
13. Lessee will be responsible for repair of any and all damage to the building, park or any City property which was a result of activity by Lessee or guests of the Lessee as encompassed by this FUA. The City will be the sole judge of the extent of damage. In the event the Lessee fails to pay within the time prescribed any balance due for use of the premises under this FUA, any and all deposits made by Lessee shall be retained by Lessor as liquidated damages for breach of this contract and not refunded.
14. All City ordinances apply to the use of facilities and failure to comply with the law by Lessee will result in immediate closure and forfeiture of fees. Presence of weapons or illegal drugs or violation of local ordinances will result in immediate closure by law enforcement.
15. The City of Victorville is not responsible for injuries or damage to the Lessee or guests of the Lessee or loss of personal property left in or on the premises
16. REFUNDS: In order to receive a refund, cancellations must be made at least fourteen days prior to the rental date. A $15.00 processing fee will be charged on all refunds. In addition, administrative fees as deemed necessary by the Community Services Department will be charged on total fees for cancellations less than fourteen days in advance. Deposits will be refunded by mail within 3-4 weeks after the event.

BANQUET AND MEETING ROOMS

17. Entrance to the building is allowed by presenting your copy of the FUA to Facilities staff at the time specified on the approved FUA, and Lessee is expected to leave at the time specified. The specified times should include time to prepare for the activity and clean-up by the Lessee.
18. Facility rental fees include the use of tables and chairs. Set-up is not provided.
19. At least one adult for every twenty minors must be present at all times. Consumption of alcoholic beverages by minors is against the law and will result in the immediate closure of the facility and forfeiture of fees. Alcoholic beverages are permitted only at areas designated or approved by the CS Department. Designated areas include the Activities Center. State laws on alcoholic beverages prevail.
20. Only fireproof or fire retardant materials may be used for decorations. At no time shall decorations hang from, cover, or obstruct exits, exit lights, or fire sprinklers. Lessee shall not drive any nails, screws, tacks, pins or other objects into the floor, walls, ceiling partitions, doors, door or window casing, or woodwork of the building, or make any other alterations therein, except as may be authorized.
21. Thermostats, electrical panels, etc. shall not be tampered with. Any problems with the building should be reported to (760) 963-4343.
22. Smoking is not permitted in City public buildings, by State law. Failure to comply will result in closure of event.
23. All groups/individuals are responsible for controlling noise within the building that could disturb other groups within the building or the surrounding neighborhood. Lessees are discouraged from allowing crowds to assemble outside of buildings, especially in lobbies, hallways or parking lots.
24. CLEAN-UP PROCEDURE: The building is to be left in the condition it was found. Table tops must be cleaned off; decorations taken down; tables and chairs folded and returned to their proper storage area; all trash inside/outside premises must be picked up and bagged. Trash cans and liners are provided. Failure to leave the building in presentable condition will result in loss of cleaning deposit.

PARK USERS

25. No shrubbery or trees are to be cut, trimmed or injured.
26. Fires, other than those in designated picnic areas, are not permitted without prior approval by the CS Department
27. Smoking is prohibited in all city parks, on sports fields, in recreational areas, and at all adjacent parking areas. (VMC 6.14.035)
28. Alcohol is prohibited in City parks except as otherwise specifically permitted by the City. An approved FUA does not constitute a permit for the use or sale of alcohol.
29. The operation of any motor vehicle including trucks, automobiles, motorcycles, mopeds, go-carts or motorized bicycles, scooters, or skateboards are strictly prohibited except as otherwise specifically permitted by the City. (Ordinance – 14.04.040)

In case of emergency, please call (760) 963-4343

RELEASE OF LIABILITY & INDEMNITY– FACILITY USE AGREEMENT

In consideration of the use of the property, facilities, and/or equipment of the City of Victorville's Community Services Department ("CSD") or any other branch of the City of Victorville ("City"), the undersigned PERMITEE agrees as follows:

1. **ASSUMPTION OF RISK:** PERMITEE ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE PROPERTY, EQUIPMENT OR FACILITIES, including but not limited to, death, bodily injury or property damage.

2. **RELEASE:** The PERMITEE on behalf of himself/herself and his/her heirs, successors, assigns and anyone claiming through or under any of the foregoing, hereby RELEASES, acquits and forever discharges CSD, City, any successors and assigns,(the "RELEASED PARTIES") and all past present and future officers, employees, agents, representatives, attorneys, accountants, and insurers of the RELEASED PARTIES, of and from any and all claims, damages, debts, demands, obligations, costs, expenses, accounts, losses, liabilities, liens, actions, proceedings and causes of action of every kind or nature, whether known or unknown, suspected or unsuspected, arising out of the use of the CSD or City property or facility, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions, negligence, or fault of third parties or of the RELEASED PARTIES.

3. **WAIVER:** The PERMITEE waives the protection afforded by statute or law in any jurisdiction including California Code Section 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the PERMITEE is releasing unknown future claims.

4. **INDEMNIFICATION:** The PERMITEE agrees to indemnify, defend, and hold harmless the RELEASED ENTITIES from and against all claims, damages, demands, obligations, costs, expenses, accounts, losses, liabilities, causes of action, damage judgments, and/or attorney's fees which in any way arise from the use of the CSD or City property, facilities or equipment which include, but are not limited to, damages to or destruction of any property of the RELEASED PARTIES, injury or death of the PERMITEE or any other person, any claims arising, or alleged to arise, from the use or condition of the property, facilities or equipment, or any claims arising, or alleged to arise, out of the acts, negligent or otherwise, of the PERMITEE, any third parties, or of the RELEASED PARTIES. PERMITTE's obligations under the preceding sentence shall apply regardless of whether CSD and/or City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers. PERMITEE's provision of insurance as required herein shall not act to release or otherwise limit the PERMITEE's indemnity obligations contained in this section.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND CSD AND/OR CITY AND SIGN IT ON MY OWN FREE WILL.

Date:_____

_____

PERMITEE