CITY OF LAGUNA NIGUEL

FACILITY RENTALS

RULES & REGULATIONS

Sea Country Senior & Community Center
24602 Aliso Creek Rd. | Laguna Niguel | CA | 92677
Phone: (949) 425-5151 | Fax: (949) 425-5161
A. Permit and Reservations
1. Applicant hereby agrees to indemnify, defend, and hold harmless the City of Laguna Niguel and all of their officers, employees and agents from any and all alleged loss, bodily injury, property damage, liability, cost or expense, of what so ever nature, that may arise during or be caused in any way by such use and occupancy of City facilities.
2. The applicant does hereby release, discharge and agree not to hold liable the City of Laguna Niguel and all of their officers, employees, and agents for any bodily injury, death or damage to or loss of personal property arising out of the use and occupancy of City facilities.
3. All uses of the facility will be approved by designated facility staff. If there are past violations, a noncompliance of established rules and regulations, or failure to comply with staff requests, use of the facility may be denied, revoked, or suspended, and there may be a loss of fees and deposits paid.
4. All applications for reservations for use of City facilities must be submitted on forms provided by the City. When the applicant meets the requirements for use of a facility, the City will issue a user permit to the applicant for the proposed use of a facility.
5. Applicant must show proof of residency in order to receive the resident rate.
6. Permits will be issued to persons 21 years of age or older. Permit requests for private youth parties or activities will be issued to a parent or legal guardian who will be attending the event.
7. An adult chaperone (21 years of age or older) will be required for every ten youths (17 years or younger) attending a private party or activity. Fifty percent (50%) of the chaperons must be parents or legal guardians of the youths attending the party or activity. A list of chaperons may be required by the City prior to permit approval.
8. A minimum of the security deposit for use of a facility must be paid at the time the use permit is issued. The remaining payment is due (30) business days prior to the proposed use. Requests for reservations for events less than (30) days before the scheduled event/rental date must be paid by cash/check/credit card no later than (10) business days prior to the event. If payment is not made in full as stated above, the reservations will be canceled and the security deposit will be held. When the proposed use of a facility is canceled, cancellation fees apply as stated on the event permit.

B. Cancellation Policy
Failure to abide by the agreed upon stated times will result in additional fees. Cancellations made by rental patrons must be made and received in writing prior to the date of the event.
1. Rental of Ballroom/Dining, Ballroom/Stage, or Entire Ballroom
   a. 90 DAYS OR MORE: Cancellation of room rental(s) made by patron 90 days or more prior to the scheduled event will result in a $75.00 cancellation fee. All other deposits will be refunded in full.
   b. 89 DAYS OR LESS: Cancellation of room rental(s) made by patron 89 days or less will result in forfeiture of the room rental fee, and a $75.00 cancellation fee, not to exceed $500.00
2. Rental of Secondary Rooms
   a. 15 DAYS OR MORE: Cancellations made 15 or more calendar days prior to the event will result in a $25.00 cancellation fee. All other payments will be refunded.
   b. 14 DAYS TO 48 HOURS: Cancellations made less than 14 days but more than 48 hours before the event will result in forfeiture of one-half of the rental fees. The facility security deposit will be refunded in full.
   c. 48 HOURS OR LESS: Cancellations less the 48 hours prior to rental will result in forfeiture of entire room rental fees. The facility security deposit will be refunded in full.
C. Alcohol Use

1. Alcohol is defined as any beverage that contains any amount of alcohol.

2. An alcohol deposit is required for all groups/organizations serving/selling alcohol. The designated organization/rental user indicated on the permit will be held responsible for any damages resulting from function, and shall pay all costs of damages to equipment or the facility.

3. The intended use of alcoholic beverages must be requested and disclosed at the time the application and permit is approved.

4. Selling alcohol: Alcoholic Beverage Control (ABC) permits are required for events where alcohol is being sold and may be acquired through the Department of Alcoholic Beverage Control for non-profit organizations and caterers. For more information, contact the ABC licensing at 714-558-4101 or visit www.abc.ca.gov.

5. The permit holder shall provide liability insurance coverage in the amount of $1,000,000 and indemnify and hold harmless the City from any damage or injury. The City shall be named as additionally insured and a copy of the certificate must be forwarded to the City and received at least 10 working days prior to the event. Failure to provide liability insurance will result in a denial to serve alcohol at the event.

6. The City will review all event permits where alcohol is being served/sold, and reserves the right to place restrictions on the type of alcoholic beverages and rental function(s) outlined in the rental permit. The consumption of alcoholic beverages is limited to the room(s) rented. No “bring your own beverage parties” are allowed. No additional alcohol may be brought into the building once the event has begun. All alcohol must be consumed from individual containers provided by a server at a bar. Paper or plastic cups are recommended. No drinking is permitted from the original alcohol container, such as a beer bottle or can. Bottles must remain in the kitchen or behind a bar. Exception: host served wine or champagne. Champagne must be opened in the kitchen or away from the general public. Failure to comply will result in forfeiture of deposits.

7. All beverages are required to remain within the designated dining/ballroom/permited area, and may not be consumed in the stage or carpeted areas, to include the lobby and hallways. The permit holder is required to enforce these restrictions.

8. The consumption of alcoholic beverages is prohibited during the set-up and clean-up time of an event.

9. A security guard is to be used, in addition to facility personnel, whenever alcohol is served or sold. One security guard is required for groups up to 100. Groups over 100 will require more than one guard.

10. Alcohol may not be served or sold prior to security staff arrival.

11. Alcohol service is limited to a maximum of five (5) hours. Exception may be granted to a non-profit group holding an all day event that typically has visitors attending for a portion of the event. The service of alcoholic beverages must be ended one hour prior to the end of the event.

12. If the applicant allows any unauthorized use of alcoholic beverages on or within City premises without approval or liability insurance, all security deposits will be forfeited and the rental event may be terminated.

13. Alcohol is not allowed when an event is designated for minors.

14. In the event that the Police are called, the cost of their services shall be deducted from the applicant’s security deposit. The applicant will be billed for any costs exceeding the security deposit.

15. Alcohol may only be served by an adult, 21 years of age or older, to an adult 21 years of age or older. If evidence is found that unauthorized alcohol is being served, or that alcohol is being served to a minor, the Police will be notified and the event will be terminated with all fees and deposits forfeited. Injuries caused to any person as a result of alcoholic beverages being served
to or consumed by someone under the age of 21 shall be the sole responsibility of the organization or individual renting the facility.

16. Any use of other intoxicants or illegal substances while renting City facilities will result in immediate termination of the rental event and all security/cleaning deposits will be forfeited.

D. Food Service
1. City staff is not permitted to serve or provide assistance with food. The caterer and/or applicant is responsible for the setup and food arrangements.
2. Food trucks are not permitted, and may not be used as a catering option.
3. The City Buffet Policy states all use of open flames shall be in accordance with the 1994 California Uniform Fire Code, Sections 2501, 18.2 and 2502, 18.3, as adopted by the Orange County Fire Authority. This specifically includes:
   A. Open flames are limited to food warming only. Facility users may use sterno burners or similar heating devices as a means to warm food, and may only use them in the ballroom and patio areas.
   B. Some propane driven equipment may be used with prior approval.
   C. No liquid petroleum items may be used, i.e. propane or gas driven equipment, camping stoves, etc.
   D. Fuel canisters, such as sterno burners, shall be safely sealed for storage, or cooled off before disposal in an exterior dumpster.
   E. No food tables may be placed in front of fire exits or storage areas. All exits must remain clear and unobstructed at all times; and
   F. Facility guests, at all times, must have visual and physical access to fire appliances, i.e. fire alarm pull stations, fire extinguishers, etc.
4. Tubs used to hold drinks must be kept in the kitchen or on a table with towels surrounding the tub to absorb condensation. Tubs shall not be placed on the floor in the event room.

E. Set-Up & Event Day
1. Staff is not authorized to sign for or accept any deliveries. All deliveries must be accepted by someone affiliated with the rental activity within the permitted time.
2. All decorations and preparation materials need to be pre-approved. No tacks, nails, staples, or any materials or foreign matter will be permitted on the walls, windows, ceilings, floors, woodwork, or any part of the building. Painter’s tape (not masking or duct tape) is allowed.
3. Prohibited items include, but may not be limited to: burning of all types of candles (including dripless candles), smoke/fog machines, incense, confetti, glitter, bubbles, bird seed, rice, bounce houses, firearms, weapons, and fireworks.
4. Prior approval must be obtained for the use of helium balloons. A fee will be charged for the removal of any/all balloons which remain in the vaulted ceiling, lights, etc. of the facility.
5. Minimum rental time for the Ballroom is four (4) hours, and meeting rooms are two (2) hours. There are no refunds for time reserved, but not used.
6. Amplified sound is not permitted without prior approval. Sound may not interfere with regular operations or impact the residential neighborhood.
7. The approved use of outdoor amplified sound must be concluded by 10:00pm.
8. Animals are not permitted in the Center, with the exception of designated service dogs as defined by ADA guidelines, that have been individually trained to do work or perform tasks for people with disabilities.
9. Smoking/vaping of any nature is prohibited in any City facility and recreational area, to include but not be limited to patios, parking lots, gardens, and other open space in accordance with City ordinance LNMC sec. 13-1-114.
10. Seasonal decorations in the lobbies and public spaces of community buildings will remain in place, and may not be moved to accommodate individual event preferences.

F. Use of Vendors
1. All businesses providing catering or event services must be disclosed in the Permit Application.
2. If the City permits the use of the vendor, the vendor must supply a copy of a Certificate of Insurance naming the City of Laguna Niguel as additionally insured for an amount no less than $1,000,000 per occurrence. All vendors must also supply a copy of the Worker’s Compensation to cover employees.
3. Sale of any goods, wares, merchandise, or food products or their solicitation or distribution for commercial purpose is prohibited without prior written approval. Vendor permit(s) may be required.

G. Use of Facility for Fundraising
1. Publicity or sponsorship shall be designed in such a way that no suggestion of endorsement and/or sponsorship is implied. All publicity regarding activities to be held in the Center must be approved by the designated staff at the facility.
2. Non-profit 501 (c) (3) groups may use the facility for fundraising activities and charge entrance fees and collect donations provided that a detailed plan of the event, including the expenses, marketing plan, and procedure for collecting fees, is submitted with the Facility Request Form.
3. Proof of non-profit status is required at the time of application.
4. Private groups wishing to collect fees, donations, or admission charges, or those using the facility to market a product, give a presentation, or advertise their business, will be considered commercial users.

H. Clean-Up
1. A security deposit for the facility will be required from all individuals and groups prior to facility use. The facility must be cleaned and returned to original condition prior to refund of any deposit. A charge will be made for carpet or other cleaning/repairs. A fee of $100 will be assessed in the event the room is not vacated by the time stated on the permit in addition to hourly staff, security and rental fees, as agreed to on the permit. Groups requiring set up and take down time must include time on application and permit.
2. Although it is the permit holder’s responsibility to allow ample time to clean the facility as required, there is a mandatory one hour clean-up period for the ballroom, which takes place one (1) hour prior to the end of the contracted rental period, after the event has ended and the guests have departed.
3. Costs incurred from food and beverage stains that require professional cleaning will be charged directly to the permit holder.
4. All decorations and catering equipment must be removed and all rubbish, garbage, and litter shall be deposited in designated receptacles. Failure to comply will result in forfeiture of the deposit.
5. Any items left in the facility will be disposed of.
6. The oven, stove, and refrigerator are available with the rental of Ballroom facilities and must be cleaned by applicant.
7. All kitchen appliances, countertops, and sinks must be thoroughly cleaned at the conclusion of the rental event.
8. Cleaning supplies are not provided by the Center, and are the responsibility of the permit holder to bring.
9. City facilities are provided for the enjoyment of the public. Leadership and group supervision are expected in order to maintain the facility for others to enjoy.