

**EAST ANAHEIM COMMUNITY CENTER | 8201 E. SANTA ANA CANYON RD. | ANAHEIM | CA 92808**  
**ANAHEIM COMMUNITY SERVICES DEPARTMENT (ACS) -- FACILITY USE GENERAL REGULATIONS**

1. Agreements for Use forms and any other required paperwork must be filed and all fees paid at the time of application. Fees must be paid by charge card (Master Card, Visa or Discover), check, or money order, **no cash**.
2. Approved Agreements for Use forms may not be transferred, assigned, or sublet.
3. All facility uses will be scheduled with payment on a first-come, first-served basis. Allocation of rooms will be the responsibility of the ACS representative. Agreements for Use forms may be issued up to one year in advance of the date. Applications submitted less than ten (10) working days in advance of desired use shall be approved only if staffing and other requirements can be met. A rush fee will be applied.
4. Agreements for Use for non-alcohol events will only be issued to persons 18 years or older. Agreements for Use for events involving alcoholic beverage service will only be issued to individuals 21 years or older.
5. Agreements for Use may be terminated by ACS on the basis of the following reasons:
  - The Facility is incapable of accommodating the proposed activity or the number of people who will be involved.
  - The applicant has failed to comply with all the conditions required for the event or with facility usage policies, procedures, and regulations.
  - The nature of the activity endangers the participants, facility, equipment, or staff.
6. Loss of security/damage deposit fee will result if one or more of the following exist:
  - Cancellation of event by Tenant.
  - Facility damage beyond normal use.
  - Excessive maintenance is required following use.
  - Any act by the Tenant group requiring police action.
  - Closing down of an event in progress due to violation of City policies, rules, or regulations governing such usage.
7. Cancellation of Agreement for Use must be received in writing. Cancellation fees are assessed as follows:
  - If written cancellation notice is received 90 to 120 days prior to reserved date, the application processing fee, as well as fifty-percent (50%) of all rental fees are forfeited (remain as revenue to the City). The security/damage deposit (DTF) must be returned to the tenant. Payment for Liability Insurance (Alcohol) must be returned to the tenant.
  - If written cancellation notice is received 31 to 89 days prior to reserved date, the application processing fee, as well as seventy-five percent (75%) of all rental fees are forfeited. The security/damage deposit (DTF) must be returned to the tenant. Payment for Liability Insurance (Alcohol) must be returned to the tenant.
  - If written cancellation notice is received 30 days prior to reserved date, all fees including security/damage deposit (DTF), and processing fees are forfeited. Payment for Liability Insurance (Alcohol) must be returned to the tenant.
  - Upon approval, a credit balance, either from refunded rental fees, liability insurance, or security/damage deposit, maybe held for up to 120 days (4 months) from the original reservation date.
8. Half of all fees must be paid at the time of booking, including refundable damage deposit and administrative fees. Balance of fees must be paid ninety (90) days prior to event date.
9. All groups and individuals using the facilities must comply with City, County, State, and Federal laws. Failure to abide by these laws or established ACS policies and regulations shall result in the loss of Agreement for Use and forfeiture of all fees and deposits.
10. Maximum occupancy for event shall be stated on the agreement and must be adhered to at all times. Exceeding occupancy limits will result in termination of event.
11. Changes, alterations, or defacement to any facility, its furnishings or equipment will not be permitted. Any person or group causing damage to property or equipment will be required to pay for current cost of repair including labor, or replacement to restore facility, furnishings, or equipment to its original condition. Until full payment for damage is received, the City shall have the right to reject future applications without any stated cause.
12. Removal of equipment from building is prohibited. Moving, rearranging, or altering equipment is also prohibited.
13. Facility user's property, supplies, and equipment including dance floors must be removed from the facility immediately following activity. Room rental fees applicable for floor storage before and after events. General storage is not permitted.
14. Smoking is not permitted in the facility. Smoking is limited to the outside patio areas.
15. Animals are not permitted in the facility except for those that are used in aiding a person with a disability.

16. Advertising signs are not permitted at any ACS facilities. Advertising materials, flyers, or other promotional material in the public interest may be left in the office for approval and will be displayed in designated areas as space is available. Any items posted without approval will be removed and discarded.
17. All exhibits, shows, and public gatherings must comply with the minimum fire safety requirements established by the Anaheim Fire Department.
18. Decorations are allowed in all rooms provided they are of flame resistant materials and are approved in advance. Open flame, candles, and/or other devise require a fire permit. Use of nails, staples, tacks, tape, or other materials are prohibited. All decorations must be removed by tenant immediately following activity.
19. Use of bubbles, birdseed, rice, or other granular substances is prohibited.
20. Tenant is responsible to leave the facility clean, with all trash in the provided receptacles, or bagged securely adjacent to the receptacles.
21. Insurance Certificates and endorsements shall be required for events and activities open to the public, and for events involving moderate to high risk activities as determined by the City's Risk Manager. Policy limits shall be a minimum of \$1,000,000 combined single limits unless otherwise required by the City's Risk Manager. The policy must list the City of Anaheim, its officers, employees, and volunteers as additional insured.
22. Approved bonded, licensed security guards and/or off-duty Anaheim Police Officers may be required for events as determined by ACS representative. It shall be the responsibility of the applicant to make the required security arrangements and payments directly to the security provider. Written proof of contract is required thirty (30) days prior to event.
23. Public dance permits are required for dances open to the public.
24. For events open to the public that offer items for sale, a current Anaheim Business License is required.
25. Applicant desiring to serve alcoholic beverages must read and sign an Alcohol Regulations Form and agree to abide by the regulations listed.

**—HOLD HARMLESS INDEMNIFICATION—**

By executing the AGREEMENT, TENANT acknowledges that TENANT has received a copy of the "EAST ANAHEIM COMMUNITY CENTER -- FACILITY USE GENERAL REGULATIONS." These Regulations are considered to be incorporated in the AGREEMENT. TENANT shall abide by all terms and conditions contained therein, and any modifications to such Regulations of which TENANT receives written notice. TENANT may obtain additional copies of the Regulations from an ACS representative.

TENANT agrees to indemnify. Defend (at CITY'S option) and hold harmless the City of Anaheim (CITY), their officials, officers, and employees (also referred to as "INDEMNIFIED PARTIES") from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with TENANT'S use and/or occupancy of ACS premises or arising out of any act or omission of TENANT or any of TENANT'S employees, agents, contractors, representatives, patrons, guests, or invitees' excepting such claims, demands, defense costs, liability, expense or damages arising out of the sole negligence of one or more of the INDEMNIFIED PARTIES.

Notwithstanding the provisions of the above paragraph, TENANT further agrees to assume all risk, and to indemnify, defend, and hold harmless the INDEMNIFIED PARTIES from and against all claims, demands, defense costs, liability expense, or damages of any kind or nature arising out of or in connection with damage or loss of any property belonging to TENANT or TENANT'S employees, exhibitors, contractors, representatives, patrons, guests, or invitees. It is understood by the parties that, should TENANT wish to attempt to mitigate its liability for damage to or loss of the property of its exhibitors, it is the sole responsibility of the TENANT to ensure that TENANT'S agreements with its exhibitors contain wording holding TENANT and the INDEMNIFIED PARTIES harmless for such loss or damage; however the inclusion or exclusion of such language in no way diminishes TENANT'S liability or responsibility to the INDEMNIFIED PARTIES under this paragraph.

TENANT further agrees to indemnify CITY for damage to or loss of CITY property arising out of or in connection with TENANT'S use and/or occupancy of an ACS premises, or arising out of any act or omission of TENANT or any of TENANT'S employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the sole negligence of one or more of the INDEMNIFIED PARTIES.

I have read and understand the above Regulations and Hold Harmless/Indemnification and agree that my group and I will abide by these.

Tenant's Name (printed) \_\_\_\_\_

Tenant's Signature \_\_\_\_\_

Date: \_\_\_\_\_