



Lucia Mar Unified School District (LMUSD)

OCEANO COMMUNITY CENTER (OCC)

1425 19th Street ♦ Oceano, CA 93445 ♦ (805) 474-3900

<http://www.luciamarschools.org/oceano-community-center/>

SPECIAL (Non-Sporting) EVENTS FACILITY USE APPLICATION AND SERVICES CONTRACT

*This application is required for all non-recreational events (i.e. quinceañeras, receptions, parties, etc.).
For Facility Use through June 30, 2020*

RESERVATION REQUIREMENTS

1. An original application must be submitted no later than FORTY (40) days prior to the date of the event. Faxed copies are NOT acceptable. Type or write *legibly* – if we cannot read it, it will be returned to you for resubmittal.
2. Be clear on the date and time.
3. The following documentation and fees must be attached to the application BEFORE a reservation can be made:
 - \$15.00 nonrefundable application fee.
 - Security deposit, check form only, (see “Oceano Community Center Use Fee Policy Agreement”), totally refundable after the event date **providing all terms of the contract are met.**
(Please allow 4-6 weeks for processing of your security deposit return.)
 - The General Liability insurance requirement for use of LMUSD (hereinafter referred to as “District”) facilities is as follows: \$1,000,000* per occurrence covering personal injury, bodily injury, and property damage. The insurance must be written on an occurrence basis and shall be stated on the certificate with current coverage dates. A copy of your certificate of liability insurance, **naming Lucia Mar Unified School District, its officers, agents, and/or employees as ADDITIONAL INSURED**, must be attached to each application. [*Note: District reserves the right to request a higher liability amount (\$1.5 million to \$2.0 million) dependent upon the applicant’s stated purpose of facility and/or equipment use. Any higher amounts will be negotiated prior to the approval of any facility application for use or services contract.]

Liability insurance can be secured through your homeowner’s policy or through a program offered by Diversified Risk Insurance Brokers. Applications for special event coverage can be accessed on-line at <http://eventinsure.com>.
4. If alcohol is being sold, renter will need a permit. It can be obtained from the California Department of Alcoholic Beverage Control (ABC license), (805) 543-7183, or visit abc.ca.gov for further information and online forms. **A copy of this permit must be submitted with this application before a reservation can be made.**
5. Cancellation policy:
 - a) Written cancellation must be received 15 days prior to your event, or your security deposit shall be forfeited.
 - b) If renter cancels with less than 15 days notice, the security deposit will be kept, and any associated costs incurred by District (such as security guards, custodial or other support staff, etc.) will be deducted from the prepaid facility use fee.
 - c) If renter cancels with less than 48 hours notice or is a “no show,” the entire facility use fee will be kept and only the security deposit will be refunded.

Please contact Barbara Dean, Secretary, regarding cancellations at 474-3900, or by email at barbara.dean@lmusd.org and/or Wendy Bruse, Director of Special Programs, (805) 474-3000 x1227, email wendy.bruse@lmusd.org.

**Lucia Mar Unified School District
OCEANO COMMUNITY CENTER**

SPECIAL EVENTS FACILITY USE APPLICATION AND SERVICES CONTRACT

Note: Application and all required documentation must be submitted at least forty (40) days prior to date facilities are desired. **Please type or print legibly.**

The Oceano Community Center, hereinafter referred to as "OCC," has the following rooms available for rent:

1. **Gymnasium:** 8,112 sf (78' x 104') with indoor/outdoor stage (520 sf - 20' x 26'). The capacity of the gymnasium is as follows:
 - **Banquet style:** Maximum of **300** people. This number includes ALL ATTENDEES: adults, children, babies, grandparents, servers or kitchen crew, performers, etc. The number of people cannot exceed what is stated on the contract; **any additional people will be turned away.**
 - **Theater style:** Maximum of 500 people.
2. **Kitchen:** 20' x 24' with a 7' x 16' pantry and restroom. Contains two serving hatches, one opening to the gymnasium and the other opening to the outside lawn area.
3. **Boardroom:** 585 square feet (18' x 24'). Contains whiteboard. Also has an adjoining restroom.

All District policies are enforced at this facility.

RENTER INFORMATION

Renter/Organization		Authorized Representative/Supervising Adult (Name, Title)	
Billing/Mailing Address		City	Zip
Day Phone	Cell Phone/Evening Phone	Email	

Please check: Gymnasium _____ Boardroom _____ Kitchen _____
 Please attach drawing for room set-up desired. Sample floor plans are available at the OCC and on the website,
<http://www.luciamarschools.org/oceano-community-center/>

Event information: Type of Event: _____ Event Date: _____
 Event Start time: _____ Event End time: _____ # of Guests: _____
 Set-up time (for renter to decorate/deliver equipment): From: _____ To: _____

The facility is available to renter on the morning of the event for decorating, delivery of food and beverages, set up of band/DJ equipment, etc., as identified in this agreement. *Delivery of items and decorating other than on the day of the event requires prior approval from OCC secretary or Director of Special Programs.* District staff must be on site at all times the facility is open. Renter will be charged the hourly use fee and associated District staff costs for all hours the facility is open. Such fees will be included in the overall rental fee.

Alcohol is defined as beer, wine, and champagne.

No liquor of any kind is allowed in or around the facility (including the parking lot).

Please plan carefully. Facility will NOT be open to guests PRIOR to event start time stated above.

Facility must be completely vacated no later than 10:00 PM. All music and serving of alcohol must end one (1) hour prior to contracted event end time, 9:00 PM, to give renter time to clear off tables, remove personal items/equipment, etc., in order to vacate the facility on time. If facility is NOT vacated by contracted end time, resulting overtime fees and security guard fees will be taken from renter's security deposit.

- Please check: Alcohol will be served/host bar Alcohol will be sold/no host bar (*ABC license required*)
 Live band/DJ Dancing Extra Stage Panels Floor Plan (attach **legible** drawing)
 Kitchen (*requires a certified food service worker [ServSafe®] if food is being prepared AND sold*)

FOR DEPARTMENT USE ONLY

DISTRICT APPROVALS

<u>DIRECTOR OF SPECIAL PROGRAMS/SITE ADMINISTRATOR</u> _____ APPROVAL	<u>DATED</u> _____
<u>LEAD CUSTODIAN</u> _____ APPROVAL	<u>DATED</u> _____
<u>SUPERVISOR, CUSTODIANS AND GROUNDS</u> _____ APPROVAL	<u>DATED</u> _____
<u>DIRECTOR, FACILITIES, MAINTENANCE. OPERATIONS</u> _____ APPROVAL	<u>DATED</u> _____

- | | |
|---|------------------------------|
| LIABILITY INSURANCE ATTACHED: | <input type="checkbox"/> YES |
| APPLICATION FOR USE ATTACHED AND SIGNED: | <input type="checkbox"/> YES |
| COMMUNITY USE FEE POLICY AGREEMENT ATTACHED AND SIGNED: | <input type="checkbox"/> YES |
| SERVICE CONTRACT ATTACHED AND SIGNED | <input type="checkbox"/> YES |
| FACILITY RULES AND RENTER RESPONSIBILITIES ATTACHED AND SIGNED: | <input type="checkbox"/> YES |
| RULES AND REGULATIONS/HOLD HARMLESS ATTACHED AND SIGNED: | <input type="checkbox"/> YES |
| ABC LICENSE, IF REQUIRED, ATTACHED: | <input type="checkbox"/> YES |
| SERVSAFE® CERTIFICATE, IF REQUIRED, ATTACHED | <input type="checkbox"/> YES |

RECORD OF PAYMENTS:

<input type="checkbox"/> \$15.00 nonrefundable Application Fee received	Check # _____	Receipt # _____
<input type="checkbox"/> Security Deposit received	Amount: _____	Check # _____
		Receipt # _____
_____ Received by	_____ Date	

NOTES: _____

LUCIA MAR UNIFIED SCHOOL DISTRICT COMMUNITY USE FEE POLICY AGREEMENT

Any individual or group desiring to use the OCC facilities will be charged a use fee. **A \$15.00 application fee is due and payable with the submission of this application.**

Fees are broken down into two categories:

1. **Direct Cost Rental Fees:**

Direct Cost rental fees will be assessed non-profit organizations serving the youth of the community and not charging an admission fee. The Direct Cost rental fee recovers the direct costs to the District required by organizations use of the facilities (Education Code Section 38134(c) (g)).

2. **Fair Rental Value:**

Fair Rental charges will be assessed to those organizations, which require admission fees or solicit contributions, and the funds are not expended for charitable purposes (Education Code Section 38134(e) (h)). Fair Rental charges include direct costs, plus the amortized costs of the facilities and grounds.

SECURITY DEPOSIT*

A security deposit is required and must be attached to your application. *No date is guaranteed until this deposit is made.* This fee is totally refundable after the event date **providing all terms of the contract are met.** (Please allow 4-6 weeks for processing of your security deposit return.)

Security deposit rate is \$1,000.00 in check form, personal, cashier's or money order.

*Administration reserves the right to determine whether a security deposit is required for an event.

CANCELLATION POLICY

- Written cancellation must be received 15 days prior to your event, or your security deposit shall be forfeited.
- If renter cancels with less than 15 days notice, the security deposit will be kept, and any associated costs incurred by District (such as security guards, custodial or other support staff, etc.) will be deducted from the prepaid facility use fee.
- If renter cancels with less than 48 hours notice or is a "no show," the entire facility use fee will be kept and only the security deposit will be refunded.

Please contact Barbara Dean, Secretary, regarding cancellations at 474-3900, or by email at barbara.dean@lmusd.org and/or Wendy Bruse, Director of Special Programs, (805) 474-3000x1227, email wendy.bruse@lmusd.org.

District staff must be on site at all times when the facility is open.

KITCHEN USE: Whenever food is being prepared AND sold in the kitchen, someone with ServSafe® certification must be present at all times. A copy of his/her ServSafe® certification must be attached with this application otherwise District will supply the food service worker at the cost of \$30.00/hour in addition to the kitchen rental charge.

CUSTODIANS: Whenever a custodian is required to be present or perform duties requiring time and labor outside of their regular duties or schedule, but which are necessary due to the use of the Oceano Community Center (i.e., to open and close the facility or clean-up), renters will be charged \$35.00/hour in addition to the basic use fee.

All room use applications will be charged an hourly rate for restroom facilities.

Renter will be charged for the basic usage fees shown on the attached fee schedule. All remittances are to be made payable to Lucia Mar Unified School District, Oceano Community Center, 1425 19th Street, Oceano, CA 93445.

Acceptable methods of payment are personal check, cashier's check, or money order.

I have read and agree to pay all fees associated with the rental of the Oceano Community Center as identified in this contract.

Signed: _____

Date: _____

OCEANO COMMUNITY CENTER SPECIAL EVENTS FACILITY AND EQUIPMENT FEE SCHEDULE

(Subject to administrative adjustments as needed)

Please read through all of the rate information provided below. Once you have decided to book your event at OCC, please call the office for an appointment and estimate of fees.

FACILITY	DIRECT COST	FAIR RENTAL COST
Gymnasium Rental (includes men's and women's restrooms)	\$ 30.00 /hr.	\$ 35.00 /hr.
Boardroom (includes one adjacent restroom)	\$ 15.00 /hr.	\$ 20.00 /hr.
Parking Lot only (no building access)	\$ 10.00 /hr.	\$ 15.00 /hr.
Back Grass Area only (no building access)	\$ 5.00 /hr.	\$ 10.00 /hr.
Kitchen (includes kitchen restroom)	\$ 25.00 /hr.	\$ 30.00 /hr.
Food Service Worker	\$ 30.00 /hr.	\$ 30.00 /hr.
Event Custodian ¹	\$ 35.00 /hr.	\$ 35.00 /hr.
Security Guards ²	\$ 30.00 /hr. ea.	\$ 30.00 /hr. ea.
OCC Equipment ³		
Protective Floor Covering for gymnasium (set-up and tear down)	\$ 300.00	\$ 300.00
Dance Floor (set-up and tear down)	\$ 300.00	\$ 300.00
Tables and Chairs (set-up and tear down)	\$ 300.00	\$ 300.00
Custodial clean up after the event (restrooms, lobby, trashing, mopping)	\$ 150.00	\$ 150.00
Trash	\$ 50.00	\$ 50.00
Chairs in excess of 300	\$ 1.00 ea.	\$ 1.00 ea.
Extra stage panel – Up to four (4) 4 ft. x 8 ft. panels are available	\$ 30.00 ea.	\$ 30.00 ea.

¹Whenever a custodian is required to be present or perform duties requiring time and labor outside of normal hours, but which are necessary due to the use of a school building or room (i.e., to open and close the facility, be on site during facility use, and clean up after an event), an hourly rate will be charged in addition to the basic use fee. OCC Administration reserves the right to determine whether custodial support is required for an event.

²Security guards must be present from the time the event begins (alcohol is being served) until the very last person exits the facility. District is responsible for hiring security. One (1) guard is required for every 75 people where alcoholic beverages are being served. Events with no alcoholic beverages *may* be charged one (1) guard for every 100 people. **If the number of guests and/or duration of the event exceeds the terms of the contract, the resulting additional security coverage and other man-hour fees will be deducted from renter's security deposit and any remaining amount will be billed.** Administration reserves the right to determine whether security is required for an event.

³OCC will provide protective floor covering, dance floor, tables, and chairs. District custodial staff will be responsible for set up and tear down of OCC equipment.

NOTES: CHARGES MAY BE CHANGED ADMINISTRATIVELY TO REFLECT SUBSTANTIAL INCREASES IMPOSED BY UTILITY COMPANIES OR OTHER SIGNIFICANT INCREASES.

**OCEANO COMMUNITY CENTER SPECIAL EVENTS FACILITY USE
SERVICE CONTRACT**

The rental fee is due *THIRTY (30) days prior to event date.*

All remittances are to be made payable to Lucia Mar Unified School District and submitted to the Oceano Community Center, 1425 19th Street, Oceano, CA 93445.

Acceptable methods of payment are: personal check, cashier's check, or money order.

Payment plans are available, but all event fees must be received no later than 30 days in advance of the event – no exceptions.

I have read, understand, and agree with all of the terms above.

Name of Renter (please print)

Signature of Renter

Date

Reservation will be held upon receipt of the nonrefundable application fee, security deposit, completed application, liability insurance, and other documentation as necessary.

OCEANO COMMUNITY CENTER SPECIAL EVENTS FACILITY USE FACILITY RULES AND RENTER RESPONSIBILITIES

FACILITY RULES

- Walls will NOT be marked in any way.
- No rice, birdseed, confetti, hay bales or spray streamers are allowed inside or outside the building.
- The use of a fog machine is not permitted.
- Lights may be dimmed for specific purposes, but at least one set of lights will be kept on at all times in the gym.
- Children must be supervised, inside and outside of facility, at all times by a parent or guardian.
- No glassware (glasses, serving dishes, etc.) is permitted inside or outside the building (including the parking lot).
- No smoking is permitted inside or outside the building, including the parking lot.
- Fireworks are strictly prohibited in or around the building, including the parking lot.
- No drugs or weapons of any kind are allowed on the premises, including the parking lot.
- Receptacles for trash and recyclables are provided by the District and must be used appropriately.
- Only beer, wine and champagne are allowed on the premises. No hard liquor can be served. No open alcoholic beverages are allowed in the parking lot. Alcoholic beverages cannot be served to anyone under 21 years of age. Any violations of these rules, as determined by District and/or security staff will result in IMMEDIATE SHUT DOWN of the event.
- Any alcohol found on or around the facility for NON-ALCOHOL, events will result in IMMEDIATE SHUT DOWN of the event.
- All beverages must be served from the kitchen hatch. Beer kegs and wine bottles are strictly prohibited in the gym.
- **Extra custodial fees incurred as a result of violations of the contract will be deducted from renter's security deposit and any remaining amount will be billed.**

RENTER RESPONSIBILITIES

- Renter is responsible for the conduct and control of all participants at the event.
- Maximum capacity is 300 people, which includes everyone involved with your event. Your event will be closed down if you exceed maximum capacity of 300.
- Renter is responsible for clearing tables and removing any personal items/equipment from the premises. Trash bags will be provided.
- Renter is responsible for removing personal items/equipment from the kitchen area.
- If alcoholic beverages are being sold, renter will need a permit. It can be obtained from the California Department of Alcoholic Beverage Control (ABC license), (805) 543-7183, or visit abc.ca.gov for further information and online forms. **A copy of this permit must be submitted with your application.**
- Renter is responsible for vacating the premises on time. All serving of food and alcohol MUST be stopped one hour PRIOR to contracted end time to ensure on time departure.
- It is renter's responsibility to make sure the fees are paid on time.

FLOOR PLAN

A sample floor plan is attached. If renter requires a different floor set up, renter must provide a floor plan in a legible, easy-to-read format.

I have read and concur with the above rules and responsibilities:

Signature of Renter

Date

RULES AND REGULATIONS GOVERNING THE USE OF BUILDINGS AND GROUNDS FOR NON-SCHOOL PURPOSES

(Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.)

1. Completed forms shall be returned to the Oceano Community Center office. A copy of the contract will be mailed to the applicant after official action has been taken on the request.
2. Use of buildings, grounds, and equipment for non-school purposes shall comply with the California Education Code, Sections 38130 through 38138. Use under the Civic Center Act is available only to parent-teacher organizations, character building organizations, and groups or clubs of citizens formed for recreational, educational, political, economic, artistic or moral activities. No concessions will be allowed, except as authorized in the agreement approving the activity and the use of facilities. Smoking, alcohol, and drugs are not permitted on the grounds of the Oceano Community Center.
3. The applicant shall not be affiliated with any group, society, or organization which has as its object the overthrow of the present form of government of the United States or of the State of California by force, violence, or other unlawful means. All groups shall be under the supervision of someone at least 21 years of age.
4. No person at any meeting in a school building shall be permitted to utter remarks, sing songs, or distribute literature of a seditious nature or tending to incite unlawful resistance to or the overthrow of the government of the United States, the government of the State of California, or of any of the subdivisions of either by force, violence, or any other unlawful means.
5. All requests shall be denied where the proposed use is inconsistent with the proper and regular use of the facilities or where the purpose of the meeting would constitute a clear and substantial threat to order or the efficiency of the schools.
6. All permits will be issued for specific rooms and for specific hours. It shall be the responsibility of the organization to see that the unauthorized portions of the building are not defaced and that the premises are vacated as scheduled. All properties not belonging to the schools must be moved after the event or on the next day at the latest, upon approval.
7. The applicant will be responsible for informing Oceano Community Center staff about the equipment needed, the opening of the building, etc., at least one week before the use of any school facilities. No equipment or furniture shall be moved except as noted in approved floor plan that accompanies the rental request. Moving equipment, adjusting scenery, creating lighting effects and operating other equipment must be handled by District staff. The use of decorations must be approved in advance of the event and noted on the floor plan.
8. School premises must be clean and orderly at the conclusion of each activity. No writing or mutilation of the walls, scenery or other equipment will be allowed. The applicant will be held responsible for any damage. If any District property is damaged, the user may be charged for the damages. The Superintendent or designee is authorized to cancel an activity should he/she determine that the applicant's use will damage District facilities beyond normal wear and tear.
9. The General Liability insurance requirement for use of District facilities is as follows: \$1,000,000 per occurrence covering personal injury, bodily injury, and property damage. The insurance must be written on an occurrence basis and shall be stated on the certificate, coverage dates must be current and the **Lucia Mar Unified School District, its officers, agents, and/or employees must be named as ADDITIONAL INSURED.** The Board of Education, Superintendent, or designee reserves the right to revoke any permits granted without liability should such action be deemed necessary or desirable.

STATEMENT OF INFORMATION

The undersigned states that, to the best of his/her knowledge, the school property of use which application is hereby made will not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the government of the United States by force, violence, or other unlawful means.

That (individual/organization) _____, whose behalf he/she is making application for use of the school property, does not, to the best of his/her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means and that, to the best of his/her knowledge, it is not a communist-action organization or communist-front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

The Governing Board may require the furnishing of such additional information as it deems necessary to make the determination that the use of school property for which application is made would not violate Section 38135 of the Education Code.

Any person applying for the use of school property on behalf of any society, group, or organization shall be a member of such application group and, unless he/she is an officer of such group, must present written authorization from such application group to make such application.

The Governing Board of any school district, may in its discretion, consider any statement of information or written authorization made pursuant to the requirements of this section as being continuing in effect for the purposes of this section for the period of one year from the date of such statement of information or written authorization.

HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE

I, (individual/organization) _____, hereinafter referred to as "Undersigned," being permitted to use facilities owned or controlled by the Lucia Mar Unified School District, hereinafter referred to as "District," for personal purposes, between the dates listed on application form do hereby covenant and agree that the District, their officers, employees, agents, members or representatives shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by or arising from any undersigned's use of the facilities, pursuant to the restrictions and limitations of Education Code Section 38133

Notwithstanding anything to the contrary herein contained and irrespective of any insurance carried by the District, the Undersigned agrees to protect, indemnify, covenant not to sue and hold the above enumerated entities harmless from any and all damages or liabilities of whatsoever nature arising out of or in connection with the use of facilities, pursuant to the restrictions and limitations of Education Code Section 38131.

My signature below indicates that I have read and will comply with all of the above.

Signed _____

Dated _____