COUNCIL POLICY # 100-6

Policy for Use of Public Facilities at Pacific Grove City Hall
300 Forest Avenue

The Facilities at City Hall include:

City Council Chambers
Forest Avenue Conference Room
City Manager's Conference Room

GENERAL RULES AND PROCEDURES:

Each use described herein is a rental of The Facilities, whether or not a fee is required. No rental use will be approved without a completed application/rental agreement form and fees, if any, submitted to the Office of the City Manager at least five days in advance of the proposed use. Each rental agreement form shall include a Hold Harmless Agreement that shall be signed by the responsible person who is renting The Facilities.

The Facilities shall NOT be available for private meetings or other gatherings that exclude members of the public, except those held for official City business.

During times that City Offices are open for business, The Facilities are available for meetings sponsored by city, county, state or federal agencies at no charge. The meeting space is not available on recognized City holidays. The second and fourth Wednesday of each month is reserved for the City Council unless special permission has been granted by the City Manager.

During times that City Offices are open for business, The Facilities are available for meetings sponsored by officially recognized non-profit organizations, formed within the City or organized elsewhere, as defined below. A fee based on the City Fee schedule will be charged.

During times that City Offices are closed, including weekday evenings and weekends, The Facilities may be available for meetings sponsored by city, county, state or federal agencies and Pacific Grove officially recognized non-profit organizations for a fee based on the City Master Fee Schedule.

A Pacific Grove officially recognized non-profit organization is defined as a non-profit organization organized within the City limits of the City of Pacific Grove, or where the membership of the organization is so that at least 75 per cent of the members are Pacific Grove residents; or where attendance at the meeting is 75 per cent Pacific Grove residents.
Users of The Facilities will be fully responsible for the care and maintenance of the areas that they use. Failure to care for any of The Facilities shall be cause for the loss of future privilege to use The Facilities. No chairs, tables, or other furniture shall be brought into The Facilities. Projectors, easels, and other presentation materials may be used in The Facilities, but all must be removed, without damage to the The Facilities when the use is over for the day. Multiple day users may be allowed to keep these items in The Facilities only with prior permission from the City Manager.

No meeting or use of The Facilities will be approved that disrupts the normal operations of the City, as determined by the City Manager.

Any costs incurred for damage to City property will be billed to the user of The Facilities.

PROHIBITED USE

➢ No individual, group of individuals, organization, or agency shall be permitted to use The Facilities for any activity that violates any provision of the Pacific Grove City Charter, the Municipal Code, or state or federal law.

RULES FOR SPECIFIC FACILITIES:

City Council Chambers:

☐ No meeting will be scheduled that anticipates less than ten (10) or more than seventy (70) persons in attendance.
☐ No food or drink shall be served in the City Council Chambers.
☐ City presentation equipment may be used; however, a special equipment deposit of $200 per use will be required. Deposit will be refunded upon return of key and/or remote control devices. Computers to use projector must be supplied by renter.
☐ Meetings may not begin prior to 8 a.m. and must be concluded by 5 p.m., or full use fee will be required.
☐ Dais chairs shall not be removed from the dais.
☐ No materials may be mounted to the walls by any means, except the presentation board.
☐ Sound amplification system may be used; however, changes to the sound level may be performed only by the City Clerk.
☐ Portable microphones are available, a special equipment deposit of $200 per microphone will be required.
Policy for Use of Public Facilities at
Pacific Grove City Hall
Page 3 of 5

☐ All chairs and other equipment in the Chambers must be replaced to their original positions at the end of the meeting.
☐ The Forest Avenue door to the old City Hall must remain locked at all times during use of the Council Chambers.
☐ All uses of the Chambers for regular official meetings of any government body other than the City of Pacific Grove shall be televised. Arrangements for the broadcast of the meeting shall be the responsibility of the renting agency. Television equipment may not be stored in The Facilities.

Forest Avenue Conference Room:

☐ No meeting will be scheduled that anticipates more than ten (10) persons in attendance.
☐ Presentation equipment may be used but must be supplied by the renter.
☐ Meetings may not begin prior to 8 a.m. and must be concluded by 5 p.m., or full use fee will be required.
☐ All chairs and other equipment in the Conference Room must be replaced to their original positions at the end of the meeting.
☐ The Forest Avenue door to the old City Hall must remain unlocked at all times during use of the Forest Avenue Conference Room.

City Manager's Conference Room (Second Floor):

☐ No meeting will be scheduled that anticipates more than twenty (20) persons in attendance.
☐ Presentation equipment may be used but must be supplied by the renter.
☐ Meetings may not begin prior to 8 a.m. and must be concluded by 5 p.m., or full use fee will be required.
☐ All chairs and other equipment in the Conference Room must be left in their original positions.
☐ Entry to this Conference Room is from the City Hall Plaza, stairs or elevator, to second floor.
☐ The Forest Avenue door to the old City Hall must remain locked at all times during use of the City Manager's Conference Room.

GENERAL INFORMATION AND REGULATIONS:

1. Public restrooms are located on the first floor of City Hall. They are accessible from outside of the building, off the Civic Center Plaza. Restrooms and the first floor entrances must remain open during the meeting and secured prior to leaving the premises.
2. Lighting in the City Hall Buildings is on motion detectors. Do not turn lights off, unless necessary for presentations. Lights will go off automatically a short time after everyone has left the room. Heating is also automated. Make no changes to thermostats located in the buildings.

3. No verbal or telephone reservations will be accepted.

4. Person signing the Facilities Use Permit must be twenty-one (21) years of age or older.

5. Reservations will be taken on a first come, first served basis, a maximum of six months and a minimum of five (5) working days prior to use. Facilities are not reserved until applicable fees have been paid, all permits are signed and final approval is granted.

6. A security deposit of ____ (not included in the rental fee), plus The Facilities’ fee, and a valid driver’s license must be presented with a signed application to secure date.

7. The security deposit or portion of will not be refunded if there are damages to furnishings, floors, walls, extra cleanup, landscaping, noise/sound permit violation, refusal to vacate premises at established ending time, or other unusual costs incurred. Renters are responsible for guests’ conduct and/or damages and will be billed for any costs not covered by the security deposit. Payment for additional fees, damages, etc., is due in full, ten (10) calendar days after billing date.

8. City is not responsible for any items left on premises.

9. Any group using a City facility on a rent-free basis is expected to clean up after such usage. Any group which fails to clean up to the City’s satisfaction will be charged a minimum clean-up fee of $50.00.

10. The renter agrees to indemnify and hold harmless the City of Pacific Grove, its agents, employees, or any other person against loss or expense, including attorney’s fees, by reason of the liability imposed by law upon the City, except in cases of the City’s sole negligence, for damage because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage of property are due or claim to be due to any passive negligence of the City, its employees or agents, or any other person. It is further understood and agreed that the renter shall, at the option of the City, defend the City of Pacific Grove with appropriate counsel, and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.
CITY OF PACIFIC GROVE – CITY HALL
300 Forest Avenue
Pacific Grove, CA 93950
TEL: (831) 648-3106
www2.ci.pacific-grove.ca.us

CITY HALL FACILITY USE PERMIT APPLICATION
PLEASE PRINT

A. Check Facility Requested:
   ☐ City Council Chambers
   ☐ City Manager’s Conference Room
   ☐ Forest Avenue Conference Room

   Today’s Date: ____________________________

B. NAME OF INDIVIDUAL/ORGANIZATION:
   ________________________________________

   Street address: ___________________________ City ____________ Zip _________

   Home phone: _____________________________ Work phone: ______________________

   Mailing address (if different than above): ________________________________________

C. Purpose Of Use:
   ________________________________________

D. Estimated Attendance: Adults _____ Youth (18 & Under) _____ Total: _______

E. Event Open To The Public? ☐ Yes ☐ No

F. Will Admission* Be Charged, Or Donation Collected? ☐ Yes ☐ No
   * Admission Includes Dues, Fees, Collections, Donations, Or Other Charges.

G. Purpose Of Admission:
   ________________________________________

   Price Of Admission: Adult ________ Youth ________

H. Does Your Group Plan To Have Live Or Recorded Music? ☐ Yes ☐ No
   (Live Or Recorded Music Requires Sound Permit Approval By Pacific Grove Police Department - $10 Fee)

I. Dates and times of use: (for recurring meetings, bookings are made six (6) months in advance.)

DATE(S) OF EVENT								TIME OF EVENT

FOR OFFICE USE ONLY:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT PAID</th>
<th>DATE</th>
<th>REC'D BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Charge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Charge after 4 hrs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit (Refundable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sound Permit (if needed)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Host Liability Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Certificate issued</td>
<td></td>
<td>cert #</td>
<td></td>
</tr>
</tbody>
</table>

City Manager Approval __________________________________ DATE OF EVENT: _______________
These regulations are intended to provide access to the City Hall Facilities while keeping The Facilities free from damage or misuse. Rules may be changed by the City Manager from time to time to protect the facilities and to maintain normal operations of the city government.

Dated: September 18, 2002
Council Policy 100-6
Resolution No. 2-042
RENTAL POLICIES

1. Renter agrees to abide by the policies stated below and those contained in Council Policy 100-6.
2. All renters of The Facilities shall complete and have on file with the City Manager a rental Facility Use Application. The Facilities may not be sublet by renters.
3. Reservations will be initiated by completing and signing all necessary Permits, and paying the applicable fees. Reservations will be confirmed (or denied) within two (2) business days of receipt of the completed permit application.
4. NO VERBAL OR TELEPHONE RESERVATIONS WILL BE ACCEPTED.
5. Person signing the Use Permit must be twenty-one (21) years of age or older.
6. Reservations will be taken on a first come, first served basis, at a maximum of six months and a minimum of five (5) working days prior to use. Facility is not reserved until applicable fees have been paid, all permits are signed and final approval is granted.
7. A security deposit of $ _____ (not included in the rental fee), plus the event fees, and a valid driver’s license must be presented with a signed application to secure date.
8. The security deposit or portion of will not be refunded if there is damage to furnishings, floors, walls, extra cleanup, landscaping, noise/sound permit violation, a refusal to vacate premises at established ending time, or other unusual costs incurred by the City. Renters are responsible for guests’ conduct and/or damages and will be billed for any costs not covered by the security deposit. Payment for additional fees, damages, etc., is due in full, ten (10) calendar days after billing date.
9. Time used for set-up and/or clean up will be included in the total number of hours charged to an individual or organization.
10. The City Manager may require appropriate deposits or extra payments for special charges incurred.
11. Sound Amplification may not be used outside of building without a Sound Amplification Permit that must be signed and returned with applicable fee 30 days prior to event. Live music requires authorization from City Manager.
12. Candles or other open flame devices are prohibited.
13. A City of Pacific Grove Police officer or reserve officer may be required at some activities at renter’s expense, as deemed necessary by the City. A minimum of one officer will be utilized.
14. City is not responsible for any items left on premises.
15. Future usage will depend on adherence to all policies and procedures governing use of the facility.
16. Any group using a City facility on a rent-free basis is expected to clean up after such usage. Any group which fails to clean up to the City’s satisfaction will be charged a minimum clean-up fee of $50.00.
17. The renter agrees to indemnify and hold harmless the City of Pacific Grove, its agents, employees, or any other person against loss or expense, including attorney’s fees, by reason of the liability imposed by law upon the City, except in cases of the City’s sole negligence, for damage because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage of property are due or claim to be due to any passive negligence of the City, its employees or agents, or any other person. It is further understood and agreed that the renter shall, at the option of the City, defend the City of Pacific Grove with appropriate counsel, and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

This certifies that I have read the regulations of this Facility Use Permit Application and agree to abide by and enforce all rules and regulations of the City of Pacific Grove, to guarantee proper use and care of the facility requested herein, and to reimburse the City for any loss or damage.

_________________________  ______________________
Signature                      Date