

ATTACHMENT 2

CITY COUNCIL POLICY NO. 2301: USE OF VETERANS' MEMORIAL AUDITORIUM:

Subcommittee/Staff Comments/Recommendations:

- The current Policy be broadened to cover not just the Veterans' Memorial Auditorium, but the entire Veterans' Memorial Complex (VMC);
- Establish the policies/procedures of the VMC by an Administrative Policy/Procedure, rather than a City Council policy statement;
- Include a policy statement such as: "It is the intent of the City Council to provide facilities that offer the opportunity for diverse activities as well as venues for public and private events."
- Update outdated language (i.e. change "Auditorium Manager" to "Veterans Memorial Complex Rental Operations Coordinator");
- Change end time for events from 12:30 a.m. to 12:00 midnight; renter "load out" must be completed by 1:00 a.m. (later hours impact staff resources and noise impacts to residents in the Veterans Park area);
- Maintain current regular hours, which staff believes work very well now: Sun – Thurs: 9:00am – 12:00am; Fri – Sat: 9:00am – 1:00am (staff monitors the exiting and provides the renter with an invoice form if they have a late exit);
- Rentals for private parties or activities, in general, would not be reviewed by the Committee on Permits and Licenses (CPL), unless they involve activities that are not contemplated by or are inconsistent with the established Policy;
- Application for event that needs CPL approval must be heard by the CPL at least two weeks prior to event date, so as not to impact the rental operation, and also to provide sufficient time in the event a denial of a permit by the CPL is appealed to the City Council;
- Current policy allows for denial of a permit by the CPL to be appealed to the City Council, which creates a timing issue, as the CPL would need to reach a decision well before the time that an appeal would need to be filed, so that the permit could be resolved by the City Council well in advance of the event. Currently the CCMC requires an appeal of the Committee be filed within 5 days of the CPL's decision. Requiring the permit being considered by the CPL at least two weeks prior to the event may help resolve this issue, but a longer time (i.e. three weeks may need to be considered); and
- Prohibited certain types of activities in the VMC. Some examples of the type of activity include, but is not limited to: smoking/vaping; medical procedures; guns, weapons, or weapons exhibitions; pyrotechnics, any fire presentations unless permitted by CCFD; confetti, rice, glitter, piñatas or similar products; drone flying; live, non-service animals, reptiles, birds, insects, fish or other sea creatures; gambling for money or property; adult film production; massage and exotic dancing; helium balloons (in the Auditorium); rigging from the ceilings; jumpers;
- Provide the PRCS Direction with authority to establish additional rules and regulations that are not inconsistent with the Policy.

Additional Issues for Consideration:

- Whether to allow overnight events;
- Exception to the exit time for New Years' Eve renters; and
- Whether to include in the Policy all or some of the terms contained in the facility rental contract (copy attached).

TERMS AND CONDITIONS OF CONTRACT:

Your event at the VETERANS MEMORIAL COMPLEX, hereinafter "FACILITY", is controlled by the Terms and Conditions of the contract. Read it carefully. Failure and/or violation of any Term and/or Condition may result in the loss of your damage deposit, and/or immediate cancellation of your event.

I. PAYMENT CONDITIONS

- 1) No rental is considered final until all fees and deposits are paid in full. A minimum payment of fifty (50%) of the expected rental fees as determined by FACILITY Manager must be paid at the time reservations are made. All fees and damage deposits must be paid in full 30 days prior to Auditorium events, and 14 days prior to events booked in all other rooms. If full payment is not received on time, the event will be canceled and any payments LESSEE has already made will not be refunded. There will be a \$35.00 additional charge for all returned checks. If an Auditorium reservation is made within 30 days of the event, or if a reservation for any other room is made within 14 days of the event, full payment must be made at the time of reservation. If a reservation is made within 14 days of an event or meeting, payment must be made IN CASH. **No Exceptions.** _____ Initial
- 2) If LESSEE must cancel LESSEE's event after LESSEE has made a reservation and paid all or part of the fees, LESSEE must notify the FACILITY Office in writing. Cancellations must be made a minimum of 60 days prior to your scheduled event date for Auditorium bookings, and a minimum of 30 days prior to dates scheduled in all other rooms. A cancellation fee of \$25.00 will be charged for cancellations done within the appropriate times. If the event is canceled after these deadlines, **regardless of when the event was booked**, there will be no refund of monies paid. LESSEE may not "postpone" or change reserved dates. All date changes will be treated as cancellations. **No Exceptions.** _____ Initial
- 3) All rooms rented are to be left "broom clean". If in the sole discretion of FACILITY Manager or her designee, the clean-up from your event is in excess of normal cleaning, you may be charged additional cleaning fees at \$25.00 per/hour.
- 4) Damage deposit will be returned to LESSEE within 30 days following event, provided that none of the Terms and Conditions of the contract have been violated.
- 5) Culver City Police Officers, in a number to be determined by the Culver City Police Department, are required at any event where alcohol is served. Payment of the following fees for Police Officer assignments shall be made concurrently with the room rental fees: Mon-Fri events: \$350 per Officer per event; Sat/Sun/Holidays: \$450 per Officer per event. _____ Initial

II. PERMIT AND INSURANCE REQUIREMENTS

- 1) LESSEE is responsible for the procurement of and payment for all permits, licenses and insurance required by Federal, State and Municipal Law.
- 2) LESSEE must supply this office with a copy of LESSEE's Culver City Event permit if the event is open to the public, whether admission fees are charged or not. An additional permit is necessary if LESSEE or any of LESSEE's attendees will be selling merchandise, souvenirs etc. at the event. An application for permit may be obtained through the City Treasurer's office in City Hall. Call 310-253-5870 for hours and information. Please allow 45 working days for permit approval. Permit must be posted at the rental space.
- 3) LESSEE may not broadcast; telecast, video tape for future broadcast, or authorize or permit such, without the written consent of FACILITY Management. LESSEE must obtain the appropriate permits from the Police Department for all filming and videotaping. Call the Film Permit Office at 310-253-6216 for information.
- 4) LESSEE must have a permit from the Culver City Fire Department to bring the following into FACILITY: candles, fire, fireworks, vehicles containing petroleum/gasoline (i.e. motorcycles, automobiles, generators, etc.). Call 310-253-5900 for information. Incense burning is not permitted.
- 5) All events open to the public will be required to supply FACILITY Office with General Liability Insurance Coverage. At the discretion of the City, General Liability insurance may be required where LESSEE invites third parties to attend the event, whether admission is complementary or for a fee. In addition, the City, its agents, employees and elected and appointed officials, must be named as additional insured in an endorsement to the policy. A copy of the City's insurance requirements may be obtained from the rental office. All insurance certificates must be approved by the City Attorney prior to an event. Insurance certificate and policy endorsement showing the additional insured must be submitted to FACILITY Office a minimum of two weeks prior to the event or meeting.

III. LIABILITY

- 1) By acceptance of this contract, LESSEE shall and hereby does covenant and agree to indemnify, defend, hold harmless, release and discharge the City, and each of its elected and appointed officials, agents, officers and employees from any and all liability, claim, losses or judgements arising out of any personal injury, death, or damages to real or personal property resulting from LESSEE'S use of the FACILITY. At the discretion of the City, the LESSEE may be required to provide liability insurance coverage in amounts and with endorsements as required by the City.
- 2) LESSEE agrees to pay for any and all damages to FACILITY and/or loss of any property and/or equipment of FACILITY resulting directly or indirectly from such occupancy and/or use of FACILITY. At the discretion of the City, the LESSEE may be

required to provide insurance in an amount designated to indemnify the City against liability and/or damage to FACILITY's property and/or equipment.

- 3) FACILITY assumes no responsibility for loss and/or damages of any material or equipment brought onto City property. No overnight storage for meeting materials/equipment is permitted in FACILITY.

IV. DESIGNATED RENTAL AREAS, TIMES, AND LESSEE'S RESPONSIBILITIES FOR LESSEE'S GUESTS

- 1) All activities will end at the designated time on the rental contract. ALL EVENTS MUST END NO LATER THAN 12:30 A.M. The load-out of equipment and personal belongings must be completed and the FACILITY vacated no later than 1:00 A.M. Use of FACILITY beyond the specified rental period will result in overtime rental and staffing charges.
- 2) LESSEE, LESSEE's guests, and employees shall at all times strictly comply with and abide by all laws and ordinances, Federal and/or State and/or Municipal and applying to or affecting the use and occupancy of FACILITY.
- 3) LESSEE IS RESPONSIBLE FOR THE CONDUCT OF LESSEE'S GUESTS. Disorderly conduct by LESSEE or any of LESSEE's guests may be cause for losing your damage deposit and/or cancellation of your event. In the event FACILITY Management, in their sole reasonable discretion and after a reasonable warning, is of the opinion that such disorderly conduct is continuing, FACILITY Management may immediately terminate the event and order LESSEE and LESSEE's guests to vacate the FACILITY. Failure to vacate the premises will be grounds for arrest for trespass. Common courtesy is expected to be shown to neighboring renters and residents. ALL noise and music must be at a minimum level while in the hallways, rooms and parking lots. If a complaint is received regarding your event and the Culver City Police are called in to maintain order, LESSEE may be held liable for the cost incurred by the Police Department for Officers' time.
- 4) ALL CHILDREN MUST, UNLESS UNDER ADULT SUPERVISION, REMAIN IN THE ROOM WHERE THEIR EVENT IS TAKING PLACE. Adults are responsible for watching, controlling and keeping their children from disrupting others at all times.
- 5) RENTAL IS FOR DESIGNATED ROOM ONLY. THE LOBBIES, HALLWAYS AND PARKING LOTS ARE NEVER PART OF RENTAL AND ARE PUBLIC ACCESS WAYS. No tables, chairs or other equipment may be placed outside of the rooms you have rented. No loitering in halls, lobbies, parking lots or other outside park areas. Hallways may not be used for organized "waiting" or rehearsal areas.
- 6) LESSEE shall not prop or block fire doors open at any time.
- 7) The specific number of guests attending the event may not exceed the number indicated on LESSEE's contract. LESSEE may be required to provide FACILITY Management with an alphabetized guests list, including children, so that FACILITY Staff may monitor attendance at your event. FACILITY Management may also require a ticket sale manifest and/or ticket sale authorization codes.
- 8) City certifies FACILITY is a place of public accommodation and is accessible to persons with disabilities and in compliance with Title II & III of the Americans with Disabilities Act (ADA). LESSEE shall not render or allow any LESSEE's guests, contractors, agents, invitees to render the FACILITY inaccessible to persons disabled, or otherwise cause the FACILITY to be out of compliance with the ADA. In the event that LESSEE or any of LESSEE's guest, contractors, agents, invitees or other persons it permits on the premises render FACILITY inaccessible to persons disabled or otherwise cause the FACILITY to be out of compliance with ADA, LESSEE shall immediately remedy the cause and return FACILITY to compliance. LESSEE shall pay and hold the City harmless from any and all damages, loss or liability of any kind whatsoever resulting from its actions or those exhibitors, contractors, agents, invitees or other persons its permits on the premises in rendering FACILITY inaccessible to persons disabled or otherwise causing FACILITY to be out of compliance with the ADA, and LESSEE will, at LESSEE's own cost and expense, defend and protect the City against any and all such claims or demands.
- 9) If you anticipate that a participant in your program will be unable to participate because some aspect of the FACILITY is inaccessible to them, please notify the FACILITY Management at the time that you reserve the FACILITY.

V. FOOD, BEVERAGE AND ALCOHOL REGULATIONS

- 1) If LESSEE or an outside caterer hired by LESSEE brings food and non-alcoholic beverages into the FACILITY, LESSEE must obtain prior approval from FACILITY Management and pay all applicable food cleanup fees. If LESSEE hires an outside caterer to come on to the FACILITY premises, the caterer must provide the FACILITY office with a Culver City Business License and Insurance Certificate for one million dollars general liability naming the City of Culver City as additionally insured. If LESSEE brings food or beverages into FACILITY buildings without prior permission from FACILITY Management, LESSEE may lose damage deposit and/or rental privileges.
- 2) **All open flame heating devices and candles must comply with the following conditions:**
 - a. No flammable or combustible liquids or gases allowed in the area, except those necessary for a safe process.
 - b. Combustible materials to be kept at a safe distance.
 - c. All tablecloths must be treated with flame-retardant or be an approved flame-resistant material.
 - d. Fire extinguishers, class A (water) and multi-purpose (ABC) type to be immediately available in the event of a fire emergency.
 - e. A 30 minute fire watch is required after use of open flame.
 - f. Smoking is prohibited in City facilities.
 - g. All permits are subject to revocation at discretion of CCFD.

- 3) No food or beverages may be sold to the public during the event by LESSEE, any vendor contracted by LESSEE, or any of LESSEE's guests. All rights to concessions at FACILITY are the sole property of the City of Culver City.
- 4) LESSEE must sign a separate form and obtain Management permission to bring alcoholic beverages into FACILITY. No alcoholic beverages may be brought into or sold in FACILITY by a renter or guest of a renter without written consent from management.
- 5) If alcohol is served at your event, FACILITY Management will require, Culver City Police Officers and City-contracted security guards pursuant to Section VI, Item 3, below.
- 6) All alcohol service must conclude one half-hour prior to the rental ending time or at 12:00 A.M., whichever is earlier.

VI. CITY AND FACILITY STAFF RIGHTS AND RESPONSIBILITIES

- 1) The City Manager of the City may cancel your rental contract without prior notice when in the sole discretion of the City Manager, the proposed use of FACILITY will be contrary to the public interest or LESSEE has misrepresented itself or the event.
- 2) Any authorized City representative has the right to enter any event at any time during the occupancy of the lease.
- 3) SECURITY may be required for any event at the sole discretion of FACILITY Management. FACILITY Management requires Culver City Police Officers for any event where alcohol is served, at LESSEE's cost in accordance with the fees set forth in Section I, Item 5 above. When required, City-contracted security guards will be provided by FACILITY at LESSEE's expense. **Outside security companies are prohibited.** City-contracted security guards are at all times under the supervision and direction of FACILITY management. At no time are City-contracted security guards under the supervision or direction of LESSEE, nor are they available to serve as house staff for LESSEE's event. (See Section VI, Item 5 below.)
- 4) FACILITY Staff handle the entire complex with no one assigned exclusively to each event, but available for maintenance purposes. FACILITY Management may in their sole discretion require LESSEE to hire a FACILITY worker to be dedicated to LESSEE's event at LESSEE's expense.
- 4) Services not included in this rental contract, including but not limited to electrical installments, ushers, ticket takers, security, stage crew and projectionist, may be obtained subject to prior approval of FACILITY Management. Such services may be acquired through arrangements with FACILITY Manager or obtained by LESSEE. In either case LESSEE is responsible for payment of such services.

VII. PUBLICITY, SIGNAGE, DECORATIONS, DELIVERIES AND ROOM SETUP

- 1) Lessee may not publicize FACILITY's office telephone number for event information.
- 2) Arrangements for all exterior signage and banners must be pre-approved by FACILITY Manager a minimum of two weeks prior to event. Exterior signage and banners will only be approved for open-to-the public events scheduled in the main Auditorium, and may only be displayed during the time designated for LESSEE's rental of the FACILITY. Exterior signs and banners must be hung in predesignated areas. For banner specifications, please contact FACILITY office. LESSEE may not tape signs up on exterior walls, or doors or the walls of interior hallways, and except as outlined above, may not place any kind of signage in hallways, lobbies, or any part of the exterior of the FACILITY.
- 3) No tape, nails, pins or staples may be used in walls or wood. Nothing may be hung from curtains. Absolutely no glitter, confetti, birdseed or rice is permitted on the property. Clean-up fees pursuant to Section I, Item 3, above will be charged for the use of glitter, confetti, birdseed and rice.
- 4) All setup arrangements must be submitted to FACILITY office a minimum of two weeks prior to event. Any changes in arrangements following these dates (i.e. equipment needs, room setup changes etc.) may result in additional charges. All large Auditorium, Auditorium foyer, and lobby setups must be approved by FACILITY Manager or her designee and the Culver City Fire Department. FACILITY will not store diagrams from past shows. Fees charged for setups are for one setup only; additional fees will be charged for changes and breakdowns during an event.
- 5) LESSEE or LESSEE's guests shall not at any time allow any item, including but not limited to merchandise, tables, chairs and wheelchairs, to be placed in any aisle or hallway, or to block doors in any way. LESSEE or LESSEE's guests may not move tables and chairs out of setup arrangements approved pursuant to Section VII, Item 6 above, without the approval of FACILITY Management. LESSEE or LESSEE's guests may not at any time place additional tables, chairs or merchandise outside of vendor's areas as approved by FACILITY Management pursuant to Section VII, Item 6 above.
- 6) LESSEE must be present for delivery and/or pickup of any items at FACILITY. FACILITY Management will not accept or release items without an authorized person present. Items must be delivered and picked up the day of the event unless otherwise contracted with FACILITY Management.

VIII. SPECIAL LIMITATIONS

- 1) Amplified or loud music is not permitted in the Kaizuka, Yanji City, Iksan, Uruapan, or in Rooms A, C or D. _____Initial
- 2) Multipurpose Room Rentals are for the Multipurpose Room and Patio only. LESSEE and LESSEE's Guests must enter through the patio gates. _____Initial
- 3) Senior Center rental hours are limited. Evening rentals do not begin until 6pm. Under no circumstances will LESSEE or LESSEE's Guests have access to the Senior Center prior to 6pm for deliveries, decorating or any other purpose. Weekend morning rentals of the Senior Center end at 11am. The building must be completely vacated by that time. The Senior Center Pool Room, Patio, and kitchen are not part of the rental and are not available to LESSEE or LESSEE'S GUESTS for any purpose. Senior Center property, including but not limited to decorations, wall hangings, flyers and books may not be moved or removed for your event. _____Initial
- 4) **The City Council sets the fees annually. Fees may be adjusted every July 1st and any increases shall be applied to all facility rentals regardless of when booked.** _____Initial

LESSEE agrees to abide by all Terms and Conditions attached and on the front and back of this contract. If LESSEE or anyone attending the event violates any of the above Terms and Conditions, LESSEE may lose all or part of its Security deposit and/or future rental privileges.

Acknowledged and Agreed:

LESSEE

Date: _____