



**BIOLA COMMUNITY SERVICES DISTRICT
APPLICATION AND PERMIT FOR COMMUNITY
CENTER USE
Biola Community Center-Hall Rental**

THIS AGREEMENT ENTERED INTO ON (DATE) _____
BETWEEN THE BIOLA COMMUNITY SERVICES DISTRICT, HEREINAFTER CALLED "BCSD", AND

(NAME OF PERSONS) AND OR ORGANIZATION)

HEREIN AFTER CALL "APPLICANT," FOR THE PERMIT AND USE OF THE BIOLA COMMUNITY CENTER, 4925 N SEVENTH STREET, BIOLA, CALIFORNIA 93606.

DATE OF RENTAL: _____

TYPE OF EVENT: _____

EVENT START TIME: _____ EVENT END TIME: **11PM**

No music or excessive noise allowed after 11pm pursuant to the BCSD ordinance. Premises must be vacant by 12am.

NUMBER OF GUESTS: _____ (Maximum persons allowed 300)

Contact Information

Applicant: _____
Print Name

Home Telephone: _____ Work Phone: _____

IMPORTANT NOTES FOR APPLICANT – please initial

_____ 1. Noise/Music/Curfew: **No music or excessive noise allowed after 11:00pm. The hall and premises are to be vacated no later than 12:00am weekends and 10:00pm weekdays.**

***A penalty charge of \$200.00/ hour will have to be assessed for anytime that the hall is not vacated after 12:00am weekends and 10:00pm weekdays; paid to the guards by the applicant + additional time paid to the guards.**

_____ 2. Surveillance: 24/7 video surveillance is for the safety of guests.

_____ 3. DEPOSIT: To guarantee your event date, the **entire deposit amount must be paid in FULL**. The DEPOSIT is held as security for compliance with the Rules and Regulations of the BCSD Center as stated herein. Failure to abide and comply with said Rules and Regulations can result in forfeiture of your deposit, a claim against your insurance carrier, and further legal action.

_____ 4. FULL PAYMENT: **Full payment** for rental of the Center **must be received one month prior to the scheduled event. We only accept check or money orders.** If not paid in full, the event date will be canceled.

_____ 5. Access to hall to set up: Event set-up must be on the DAY OF EVENT. On the event day, the hall will be opened as early as 8am to start setting up and will remain open until 12am. Hall manager contact information will be provided below. Please contact them if you have any questions regarding event readiness and event cleanup.

Hall Manager Contact Information

Name: Phillip Cervantes

Telephone: (559) 681-7994

ACCEPTANCE OF THIS AGREEMENT:

In consideration for the right to use the Biola Community Services District Community Center, the applicant herein agrees to hold harmless and indemnify the Biola Community Services District, its officers, agents and employees, for any injury to persons or property arising out of, or in any way connected with, the Applicant's use of the District's premises.

In accepting the Agreement as stated herein the Applicant agrees to comply with the attached rules and regulations. The Applicant agrees to furnish proof of insurance as required by the District, for the protection of the public and the BCSD. The Applicant further agrees to leave the Community Center premises in neat and clean condition at the conclusion of the Applicant's use of the premises.

The BCSD reserves the right to revoke any permit and cancel any meeting or event at any time for any reason. If that occurs, any rental fee and/or deposit will be refunded.

Permit Granted: Biola Community Services District

By: _____ (Authorized Signature of BCSD) Date: _____

Applicant: _____
Print Name

_____ Address City Zip Code

Home Telephone: _____ Work Phone: _____

Driver's License No. _____ Copy For File to Verify Residence

The Biola Community Services District Community Center belongs to the community of Biola and is supported by its citizens financially and through volunteers. The rules and regulations are necessary to preserve the integrity and structure of the Center. We thank you for having your event in Biola and know that the occasion will be memorable. Our staff is dedicated to assisting you.

OFFICE USE ONLY

CENTER HALL - \$1,300 (all inclusive: kitchen use, restrooms, chairs, round tables only)

- *FLAT RATE DEPOSIT - \$500.00 \$ _____ Date paid: _____

SECURITY FIRM: Watkins Global Security (LICENSED) - \$25.00/ hour

2 GUARDS ARE REQUIRED FOR THE ENTIRE EVENT DURATION AND WILL BE PRESENT AT THE START OF THE EVENT. A 3rd guard is added if the number of guests is above 200 guests.

of hours _____ Total \$ _____

Event start time: _____ Event end time: _____

TOTAL FEE FOR CENTER USE: \$ _____ (Includes deposit, hall & guards total)

Copy of ID or Driver's license

Additional charge \$200.00 per hour after curfew Hrs. _____

PAID IN FULL. Date: _____ *Please highlight this section when completed*

Date: _____ Amount Paid: _____ Balance Remaining: _____

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Date: _____ Amount Paid: _____ Balance Remaining: _____

PERMIT RULES AND REGULATIONS

All federal, state, county and local ordinances must be obeyed or BCSD personnel will close down your event for noncompliance with any of the rules. No loitering hallways, no drugs, no weapons of any kind, no gang colors, and fighting. Professional licensed security personnel must be in attendance at all times during events. Two security guards are required for every event and shall stay until the premises have been vacated. **You will be held responsible for the actions of your guests. Breach of contract will result in the forfeiture of your overall deposit.**

_____ **1. Noise/Music.** Live music amps and equipment, or jockey equipment, must be plugged into several electrical outlets in order to prevent a power failure. Surge protectors are required. **No music or excessive noise allowed after 11:00pm pursuant to the BCSD Ordinance.**

_____ **2. Parking.** Building and parking lot Curfew is 12:00am weekends and 10:00pm weekdays. **The premises (the areas within the fence) must be vacated no later than 12:00am on weekends and 10:00pm weekdays. A penalty charge of \$200.00/hour will be assessed for any time after 12:00am.**

_____ **3. Surveillance.** 24/7 video surveillance is for the safety of guests.

_____ **4. Door Access and Keys.** 1.) BCSD personnel must unlock and lock the premises. No keys to the gate or center will be given to applicants. 2.) The front entrance has two doors divided by a post. Do not remove the middle post or your deposit will be forfeited, and your event will be closed. **3.) All doors must be closed if the air conditioner or heater is on. Additional charges may be imposed and/ or your deposit forfeited if you fail to heed this NOTICE.** 4.) Do not block the "Exit" doorways with tables, chairs, or people. Hall monitor contact information will be provided on the front page of the application.

_____ **5. Access to Hall- for Event Readiness.** Setting up: Event set-up must be on the DAY OF EVENT. On the event day, the hall will be opened as early as 8am to start setting up and will remain open until 12am. Hall manager contact information is provided on the front page of the application. Please contact them if you have any questions regarding event readiness and cleanup.

_____ **6. Guest/Attendees.** 1.) Parents and/or guardians must accompany all children and minors. Children must be chaperoned at all times in the Center and in the parking lot and yard area. Do not leave any children unattended at any time. 2.) The BCSD reserved the right to count guests upon arrival in order to comply with the legal capacity requirement of the Center.

_____ **7. Prohibited Items.** 1.) No glass bottles are allowed. All beverages must be in cans, plastic, or paper cups. 2.) No alcoholic beverages are to be served or consumed by any person under the age of 21 years, according to proof. 3.) Smoking is permitted outdoors and within 20 feet from the building; in the parking lot **only**. 4.) No open candles are allowed. Must be enclosed in a chimney with flame below the glass or may be floating. 5.) No barbecues, clay ovens, or outside cooking is allowed without BCSD approval. 6.) No hanging anything from the hall ceiling. 7.) **No rice, birdseed, glitter, confetti, soap bubbles, or foreign matter may be used inside or outside. If they are used, your deposit is automatically forfeited.**

_____ **8.** All items brought into the BCSD Center must have prior approval of BCSD personnel.

_____ **9. Post Event Clean Up.** The Center will be unlocked at 9:00am the day following your event for cleaning. You will have (2) hours to clean the Center. The cleanup must be completed by 11:00am, at which time the Center shall be vacated and locked, or your deposit will be forfeited. Hall manager contact information will be provided on the front page of the application. Please contact them if you have any questions regarding event readiness and cleanup.

_____ **10.** The BCSD is not responsible for anything left overnight thereafter.

_____ **11.** The BCSD is not responsible for items delivered or left by caterers or party rental companies.

_____ **12. Cleaning and Scrubbing.** Upon inspection of the Center and surrounding premises by BCSD personnel following the cleaning, you will be notified within 24 hours of any charges against your deposit.

_____ **13.** The decision of BCSD personnel regarding charges against your deposit is final.

_____ **14.** Deposit refunds are authorized and paid by the Board of Directors following your event. Refunds usually take two (2) to three (3) weeks and will be mailed to you to the address on the application.

_____ **15. You are responsible for cleaning and scrubbing the following.**

_____ A. All decorations, paper, cans, trash, etc. must be removed from the center, Center's yard, and the surrounding streets where your guest parked for your event.

_____ B. All garbage cans must be emptied and cleaned, including but not limited to, kitchen and restrooms. The garbage bin is in the parking area.

_____ C. All tables must be wiped clean and any tape from decorations must be removed prior to your breaking down tables and restacking them in the storage area.

_____ D. All chairs must be wiped clean and put back on the racks or stacked in the storage area.

_____ E. The stove top and ovens must be wiped clean inside and out.

_____ F. All counters and sink tops must be wiped clean.

_____ G. The refrigerator and freezer must be emptied and cleaned inside and out.

_____ H. All spills, stains, writing, graffiti, and/ or other markings must be removed.

_____ I. Floors: All floors must be swept and then mopped clean. The brooms, mops, and Cleaners are in the custodian room.

The floors are to be mopped with cleaning supplies provided by BCSD.
Very Important: NO Bleach is allowed on the Hall floor. BCSD does not provide any linen, dish towels etc.

_____ J. Toilets, toilet walls, sinks, mirrors, and restrooms, floors, must be scrubbed, mopped, and wiped clean.

_____ **16.** All garbage must be placed in the refuse bin located in the N/W corner of the parking lot.

_____ **17.** Do not drag tables or chairs across the floor. No chair carts or table carts allowed inside; the floor could be damaged.

_____ **18.** No BCSD tables or chairs are allowed outside of the Center building property without BCSD approval. If approved, tables and chairs will only be allowed in the "COURTYARD AREA".

_____ **19.** Decorations may be put in the Hall room with scotch or masking tape only. Nails, thumbtacks, push pins, or staples are not allowed on the walls or on the tables. All decorations must be flame retardant.

_____ **20.** No grease, oil, or food particles permitted in the sink drains. There is no garbage disposal.

1. Transfer of Liability Waiver:

- A. I (We) agree to assume responsibility for repair or replacement of any damaged equipment or facilities occurring as a result of my use of the Biola Community Center. It is agreed that any rental deposit submitted may be forfeited and held by the BCSD as a deposit toward any repair or replacement of damages caused by any occupancy of BCSD facilities.

Cancellation

If you cancel your permit within 30 days of your event, your deposit fee, minus \$100.00, will be refunded. A full deposit refund will be returned if you cancel more than 30 days prior to your event.

I have read and have agreed to the above conditions for use:

Signed by Applicant

Biola Community Center
4925 N Seventh Street
Biola, CA 93606
Corner of 7th and C Street

Office Number (559) 843-2657
Fax Number (559) 843-2274
After Hours Cell Number (559) 840-5503

Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups and people.

Biola Community Services District (BiolaCSD) has put in place preventative measures to reduce the spread of COVID-19; however, BiolaCSD **cannot guarantee** that you, your children, or any other person, will not become infected with COVID-19. Further, attending BiolaCSD facilities for a program, activity, or event could increase your risk and your family's risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family and I may be exposed to or infected by COVID-19 by attending BiolaCSD facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to BiolaCSD employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family or myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I or my family may experience or incur in connection with our attendance at BiolaCSD facilities. On my behalf and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify BiolaCSD, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of BiolaCSD, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation and or attending any BiolaCSD program or facility.

Signature

Date

Print Name