



**BOYS & GIRLS CLUB
OF CAMARILLO**

1500 Temple Avenue, Camarillo, CA 93010

Phone: 805.482.8113

admin@bgccam.org

Facility Rental Information

Dear Applicant:

Thank you for considering a facility rental of the Boys & Girls club of Camarillo (BGCC) for your special function. Your support of our organization helps make it possible for us to provide positive, constructive programs and activities for our community's young people.

Enclosed you will find:

1. Facility Use Policy: Includes information about our alcohol & safety policies, etc.
2. Facility Descriptions & Rental Fees
3. Facility Application
4. Hold Harmless Agreement

Please read each section of this packet carefully so you fully understand our requirements and ensure our facility meets your expectations. If you would like a tour of the facility or have any questions, please be sure to reach out to our Administrative Office and schedule a meeting time so we can best assist with your needs. By signing the rental agreement, you are verifying that you have read and understand the contents of this packet.

After reading the packet and completing your Facility Application, please submit it to the Administrative Office. We will check our master calendar to determine availability and respond to you within five (5) business days of receipt of your request. Once your rental has been approved, you will be asked to schedule a Facility Walkthrough at which time we will provide you a detailed contract verifying costs and details of your function. The BGCC is a private organization that reserves the right to decline a facility rental for any reason.

Once your application has been received and processed, we will require the following items:

1. Rental Agreement: Verifying that BGCC has determined that the date and venue is available.
2. Deposit: Due upon completion of the Rental Agreement
3. Insurance Paperwork: Must be received no later than 14 days prior to the rental.
4. Rental Payment: Must be received no later than 14 days prior to the rental.
5. Additional Items: When applicable, includes proof of professional security, ABC license, proof of certified bartender, etc. and is due no later than 21 days prior to the rental.

Please advise if your function is through or on behalf of a 501.C.3 non-profit organization, as the BGCC has a different fee structure for non-profit and community-based organizations.

If you have any questions, feel free to call the Administrative Office at 805.482.8113 Ext. 5, or email us at admin@bgccam.org.

Thank you again for considering renting the Boys & Girls Club of Camarillo facility.

Facility Use Policies & Procedures

RENTAL DETAILS

- In completing a rental agreement, renter and renter's guests and contractors hereby agree to defend, indemnify, and hold harmless the Boys & Girls Club of Camarillo and all its officers, directors, agents, staff, and assigns from any and all claims, demands, controversies, actions, causes of action, obligations, liabilities, expenses, costs, attorney's fees and damages, of whatsoever character, nature and kind, in any way relating to the management, operation, condition or use of the property or facilities of the BGCC, including claims arising from the acts or omissions of BGCC. Guest's indemnity obligation extends to, without limitation, all claims, demands, controversies, actions, causes of action, obligations, liabilities, expenses, costs, attorney's fees and damages arising out of the injury or death of any person or damage to property, including property of the BGCC.
- Each facility rental will require a refundable safety deposit. All, or some of the deposit/rental fee may be withheld IF notification of cancellation is received less than 14 days prior to rental, or if any damage is done to the facility during the rental. Events which include alcohol will also have a Alcohol Security Deposit.
- If all requested materials are not received 14 days prior to the event, there may be a charge of \$25 or more per day the items are late.
- Rental payments are due 14 days prior to the event and can be made via credit card, money order, cashier's check, business check, or cash.
- A completed Facility Rental Application, Rental Agreement, and Hold Harmless Agreement are required to use/rent the facilities, no other forms of application shall be accepted in lieu of these documents.
- Once determined that a desired date & time of rental are available, a refundable deposit will be required to reserve that date & time against possible damage to the facilities.
- Please note what is included in your rental (chairs, tables, kitchen, etc.) to ensure it meets your expectations.
- There is a non-refundable cleaning fee for all rentals.
- Food/Drink is only allowed in designated areas, only lidded water is allowed in the BGCC gymnasium.
- For parties of 100 guests or more, there will be a \$100 fee for utilizing the Club's dumpsters.
- The Renter shall not enter the facility before, nor leave the facility after, the approved and agreed upon times in the Rental Agreement, this includes both set-up and clean-up.
- No unapproved or unauthorized changes to the BGCC facility shall be made. Adhesive putty and painter's tape are the only items that can be used to secure decorations to walls. Nothing shall be hung from the ceiling.
- There is no smoking or weapons allowed in or around the BGCC facility.
- Lit candles and open flames shall not be used during the function.
- Renters and their guests shall always conduct themselves in a safe and responsible manner while using the BGCC facilities. Any known or suspected illegal activity conducted will be reported to law enforcement.
- Minors must always be supervised by an adult.
- All music and noise must be kept at a reasonable level as to not disturb our neighbors.
- Event shall not go past 10 p.m.
- The BGCC has a shared use parking agreement with the Pleasant Valley Recreation & Park District, the number of parking spaces available varies so please plan accordingly as the BGCC does not guarantee a certain number of parking stalls available. There is no overnight parking allowed.
- BGCC shall not rent out the facility to any individuals or groups that prohibit any guests solely based on race, religion, gender, ethnicity, etc.
- The BGCC is not responsible for any damage or loss of personal items that may have occurred in the BGCC facility or surrounding parking lot.
- Unless you have requested and paid for an "Exclusive Event" there may be other rentals in the building during your event or during set-up and clean-up.

- Rental rates can be adjusted at the discretion of the CEO of the BGCC.
- BGCC reserves the right to refuse a rental for any purpose.

INSURANCE REQUIREMENTS

- The BGCC requires a Certificate of Insurance (COI) for your event, which names the Boys & Girls Club of Camarillo as additionally insured, as well as a separate Endorsement Page naming the Boys & Girls Club of Camarillo as additionally insured.
- The Endorsement Page must include the following:
 - Policy Number
 - Language stating “This endorsement changes the policy”
 - Language stating “This endorsement modifies insurances provided under the following: General Liability Coverage.
- The COI should include the complete name of our organization, the event date(s), complete address of the BGCC and the name of the Renter or Renter’s business / organization.
- All insurance requirements must be received no later than 14 days prior to the use of the facility.
- The certificate must be no less than the amount of \$1,000,000 (one million) per occurrence, \$2,000,000 (2 million) in the aggregate.
- Should Renter hire or contract with any paid staff, proof of worker’s compensation coverage including a waiver of subrogation must be provided no later than 14 days prior to the event.
- Should Renter have an owned or rented/contracted vehicle(s) on the BGCC Facilities, written approval must be obtained beforehand and proof of auto liability insurance, naming the BGCC as additional insured must be provided.

SECURITY REQUIREMENTS

- Security is required for any event where alcohol is served.
- For every function with more than 100 guests, one licensed, bonded, and insured security guard is required, for every 100 guests. A copy of the security guard agreement must be provided to BGCC no later than **21** days prior to the function. Guards must remain at the facility until all guests have left and are there to protect all guests and the BGCC property. If BGCC has determined that additional security is required, the BGCC shall notify the renter at least 14 days prior to the event.
- If BGCC keys are issued, no copies are to be made. All keys must be returned within one business day of the event. If a security code is issued, the code shall not be given to any person other than the authorized Renter listed on the Rental Agreement.

SET UP & CLEAN UP

- Renters are solely responsible for set up and clean-up of the space. BGCC staff may be available to do set-up or clean-up for an additional cost of \$50/ hour.
- During the Facility Walkthrough, BGCC staff will identify where the Renter can locate items for use, such as tables, chairs, thermostats, and cleaning supplies, etc.
- The BGCC facility shall be left in the agreed upon condition in the Rental Agreement and according to the Room Set Up Diagram/Photos provided. All decorations, food & beverage, and trash shall be removed from the facility, all used areas shall be cleaned to the condition it was found in, and all used items such as chairs & tables shall be returned to their original locations. Any additional post-event cleanup that BGCC staff needs to do because of the function shall be deducted from the Renter’s deposit at a rate of \$50/hr.
- The Facility Rental Checklist shall be completed by the Renter, signed, and submitted to the BGCC in an agreed upon manner.

ALCOHOL POLICY

The use of alcoholic beverages in the BGCC facility is by advanced written permission only and must comply with all state & city laws, BGCC policies, and A.B.C. regulations, when applicable. Failure to comply may result in immediate revocation of permission to use or serve alcoholic beverages; possible termination of the event; and forfeiture of deposits and/or rental fees. **It is the Renter’s sole responsibility to determine current A.B.C.**

regulations that may apply to their specific event. Please call the Alcohol Beverage Control Board 805-289-0100 for more information.

- Serving refreshments containing alcohol is prohibited unless dispensed by a licensed caterer, a certified bartender, or through the certification of an A.B.C. certification for an event. A.B.C. regulations are to be strictly enforced by the Renter. Alcoholic beverages are not to be consumed outside the facility, except for the enclosed patio area, when this space is included in the Rental agreement.
- The license number and verification of the company and/or bartender serving alcohol must be submitted to BGCC by Renter at least 14 days prior to the function.
- Alcoholic beverage refers to ANY beverage that contains any amount of alcohol.
- Alcohol may not be served to anyone under the age of 21. Renter's failure to comply, monitor, and enforce this law is grounds for terminating activities and forfeiting the refundable deposits and all rental fees.
- Alcoholic beverages may neither be served nor sold prior to or following the scheduled event time, nor until security guards arrive at the facility.
- Service of alcoholic beverages is limited to a maximum of six (6) hours. All services of alcoholic beverages must end sixty (60) minutes prior to the contract ending time.
- When serving wine or champagne, all bottles must be uncorked in the kitchen (and nowhere else) prior to serving. Unopened bottles must be stored in the kitchen.
- Food and/or substantial snacks must be served during the entire time alcoholic beverages are available for consumption.
- If the Renter is required to obtain an Alcoholic License, the BGCC will issue a letter of facility use confirmation. The Renter will need to pick up this letter and present it to the Alcohol Beverage Control Board upon application for the permit.
- A copy of the Alcohol License must be furnished to the BGCC at least 14 days prior to the event. The original permit must be posted by the Renter in plain public view near where the alcohol is being served.

Arbitration Agreement:

- The parties hereto agree that any claim of violation of this Agreement or arising out of or related to this Agreement shall be resolved finally through binding arbitration before a neutral, mutually-selected arbitrator, pursuant to the procedural rules of either the American Arbitration Association or JAMS/Endispute.

Governing Law and Venue:

- This Agreement, and all matters arising out of or relating to this Agreement, will be governed by, and construed in accordance with, the laws of the State of California, without regard to any choice or conflict of laws provisions thereof. The Parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in state courts of Ventura County, California. The Parties agree they will not contest the **choice of law and venue** provisions in this Paragraph.



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Facility Rental Descriptions & Costs

Rental	Facilities	Guest Capacity	Cost / Hr.
Event Package *Minimum of 5 hour rental*	-E.J. Harrison Family Auditorium -Frances Dee Performing Arts Stage -Kitchen -Tables & Chairs -TV Monitors & Screen & projector -WiFi	Dining: 181 Theater/dancing: 390	Commercial Rate - \$250 Non-Profit Rate - \$150 Refundable Deposit - \$1,000 Processing Fee - \$50
Joel McCrea Gymnasium *Minimum 2-hour rental*	*Only water Allowed	Maximum Capacity: 600	Commercial Rate - \$200 Non-Profit Rate - \$100
E.J. Harrison Family Auditorium *Minimum 2-hour rental*	-Tables & Chairs -2 TV Monitors -Screen & Projector -WiFi	Dining: 181 Theater/dancing: 390	Commercial Rate - \$150 Non-Profit Rate - \$100
Auditorium Rooms: A., B., or C.	-Tables & Chairs - TV Monitor (A or C Only) -Screen & projector (B only) -WiFi	Conference Room: 25 Theater: 50	Commercial Rate - \$50 (A & C) Non-Profit Rate - \$40 (A & C) Commercial Rate - \$75 (B) Non-Profit Rate - \$60 (B)
Miller Wing Exhibit Hall & Patio *Minimum 3-hour rental*	-Tables & Chairs -TV Monitor -WiFi	Dining/ Conference Room: 75 Theater/dancing: 125	Commercial Rate - \$150 Non-Profit Rate - \$100
Cedric & Lorna Kyles Teen Center	-Tables & Chairs -TV Monitor -WiFi	Classroom: 25 *Only water allowed	Commercial Rate - \$60 Non-Profit Rate - \$50
Kathryne Beynon Foundation Jr. High Club	-Tables & Chairs - TV Monitor -WiFi	Classroom: 25 *Only water allowed	Commercial Rate - \$50 Non-Profit Rate - \$40
Kitchen	-Oven -Refrigerator -Ice Machine		Commercial Rate - \$45 Non-Profit Rate - \$35
Nutrition Area	-Cafeteria Tables -WiFi	Classroom: 25	Commercial Rate - \$45 Non-Profit Rate - \$35
Art Room	-Tables & Chairs -WiFi	Classroom: 25 *Only water allowed	Commercial Rate - \$50 Non-Profit Rate - \$40
Exclusive Venue *Minimum 4-hour rental*	No other rentals will be in the facility during your function		Commercial Rate - \$150 Non-Profit Rate - \$100 *In addition to your rental cost, and requires additional deposit

All Facility rentals are subject to a refundable deposit and application processing fee



BOYS & GIRLS CLUB
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Facility Rental Application

Today's Date: _____

Person Making Request _____ Phone # _____

Main Contact Person: _____ Phone# _____

Organization (if applicable) _____

Non-Profit Organization: Yes No

Street Address: _____

Email Address: _____

Date of Event: _____ Time Frame (including set up & clean up.): _____

Type of Event: _____

No. of Attendees: _____

Room(s) Requested (Please check the box(es):

<input type="checkbox"/>	Event Package
<input type="checkbox"/>	Auditorium Room A., B., or C.
<input type="checkbox"/>	Jr. High Club
<input type="checkbox"/>	Art Room

<input type="checkbox"/>	Gymnasium
<input type="checkbox"/>	Exhibit Hall & Patio
<input type="checkbox"/>	Kitchen
<input type="checkbox"/>	Exclusive Rental

<input type="checkbox"/>	Entire Auditorium
<input type="checkbox"/>	The Club Teen Center
<input type="checkbox"/>	Nutrition Area

Will you be serving food/drinks? [] No [] Yes Will the event be catered? [] No [] Yes

Will you be serving alcohol? [] No [] Yes If yes, additional items required

Equipment requested [] tv [] podium [] microphone [] overhead projector

Additional requests or instructions: _____

The BGCC does not set up or break down rooms due to limited staff resources. Your organization is responsible for returning room to its original state – please see diagram in each room. Initial _____

Staff Notes _____

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(For Staff Use Only)

Application Approved [] No [] Yes If no, state reason: _____

Liability Insurance: ? [] No [] Yes

Facility Security Deposit _____ Rental Fee: _____

Alcohol Security Deposit _____

Approval Date: _____ Approval Signature: _____



Boys & Girls Club of Camarillo
1500 Temple Avenue, Camarillo, CA 93010
Phone: 805.482.8113
Fax: 805.388.8799

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnity Agreement is made on _____20____; between _____, herein referred to as the "Indemnitor" and the Boys & Girls Club of Camarillo, hereinafter referred to as the "Indemnitee".

SCOPE OF INDEMNITY

1. The Indemnitor agrees to comply with the Boys & Girls Club of Camarillo policy and will be personally responsible for any damage sustained by the Boys & Girls Club of Camarillo facilities as a result of the use of the property by the Indemnitor. The Indemnitor has made an application for the use of the Boys & Girls Club facilities. The indemnitor's use of the facilities is conditional on assumption of the obligations of the Agreement.
2. The Indemnitor agrees to hold harmless and to indemnify the Boys & Girls Club of Camarillo, its governing board, and their authorized agents and representatives from every claim or demand which may be made by reason of:
 - A. Any injury of person(s) or property sustained by the indemnitor or by any person associated directly or indirectly by him upon or connection with the use of the facility, however caused and
 - B. Any injury of person(s) or property sustained by any person caused by any act, neglect, default, or omission of the Indemnitor or of any person associated indirectly or indirectly by him or in connection with the activity whether the injury or damage occurs upon or adjacent to the property. The indemnitor at his own cost, expense, and risk shall defend any and all actions, suits, and other legal proceedings that may be brought or instituted against the Indemnitee on any such action, suit or legal proceedings.

NOTICE OF CLAIM

3. The Indemnitee shall give to the Indemnitor within seven (7) days written notice of any claim regarding the subject matter of the Agreement.

BINDING EFFECT

4. The terms of the Agreement shall bind and insure to the benefit of the parties and their heirs, legal representatives, successors and assigns.

Print Name: _____ Signature _____ Date _____

Indemnitee: The Boys & Girls Club of Camarillo

Print Name: _____ Signature _____ Date _____

Indemnitor