



**BOYS & GIRLS CLUB**  
OF THE HI-DESERT

FACILITY RENTAL AGREEMENT- RULES, RATES & FEES

General Information and Rental Rules:

1. The following Boys & Girls Club of the Hi-Desert (BGCHD) facilities are available for rental, in accordance with BGCHD established rules and rental rates:
  - a. Gymnasium: approximately 6100 sq. ft.
    - a. Dining Event (tables and chairs): 275 maximum occupancy
    - b. Conference Event (chairs only): 350 maximum occupancy
  - b. Café Area: approximately 850 sq. ft.
    - a. Dining Event (tables and chairs): 25 maximum occupancy
    - b. Conference Event (chairs only): 50 maximum occupancy
  - c. Kitchen: approximately 240 sq. ft.
2. Individuals 25 years of age or older may apply for reserved use of BGCHD facilities at least 30 days and no more than 12 months prior to the proposed event.
3. Reasonable attempts will always be made to avoid scheduling conflicts. However, if necessary, the BGCHD Board of Directors reserves the right to decide the outcome of any scheduling issues.
4. To obtain reserved use of available BGCHD facilities, individuals or organization representatives must complete and return a current BGCHD Facility Rental Application & Agreement and submit all required diagrams, deposits, permits, contracts and appropriate insurance documents to the BGCHD Executive Director or Director of Operations at least 14 days prior to the event date(s) of use. Forms and documentation received within 14 days of the event date will be accommodated, as available, at the discretion of the BGCHD Executive Director or Director of Operations.
5. By signing the BGCHD Facility Rental Application & Agreement the renter, whether an individual, group or organization, agrees that it shall indemnify, reimburse and hold the BGCHD and its agents harmless from any and all manner of costs, expenses, liabilities, damages, actions, cause of actions, suits, debts, dues, sums of money, judgments, claims and demands whatsoever.
6. The BGCHD is not responsible for lost or damaged items from the individual, group or organization or anyone visiting, vendors or workers that are part of the event.
7. Under no circumstances is any approved user authorized to share access with other groups or individuals, to sublet or permit another group or individual to use the BGCHD facilities before, during or after the approved time of use. Doing so will result in cancellation of the approved use and forfeiture of all deposits.

8. The BGCHD reserves the right to deny the application of individuals, groups or organizations that have previously not complied with BGCHD requirements, rules or regulations, including all costs of defense relating to the same.
9. The BGCHD reserves the right to inspect any reserved areas at any time to ensure cleanliness and proper compliance with typical health and safety standards. Clutter, damage, vandalism, unsafe or unclean conditions will result in revocation of the approval to use the facility.
10. Facility rental does not include outside areas, except for the parking of non-commercial guest vehicles for the duration of the facility rental period.
11. With respect to the BGCHD indoor/outdoor facilities, the following activities are NOT PERMITTED:
  - a. Serving, selling and/or drinking alcohol– to possess any can, bottle or other receptacle containing any alcoholic beverage that has been opened, a broken seal, or the contents partially removed. Any request for an exception to this rule must be approved in advance by the BGCHD Board of Directors with the user obtaining a valid liquor license issued by the State of California Alcohol Beverage Control which is signed in advance by the BGCHD Executive Director or Director of Operations and the appropriate San Bernardino County Sheriff’s Department representative. NO ONE UNDER THE AGE OF 21 MAY SERVE, SELL, OR CONSUME ALCOHOL AT ANY TIME- NO EXCEPTIONS.
  - b. Smoking in the facilities or within 20 feet of any entrance of BGCHD property, as well as any outside area designated for children’s play or athletic activities. The discarding of any lit or unlit cigarette, cigar or tobacco-related litter in said areas is also forbidden.
  - c. The hanging of banners, signs or any decorations of any kind may not be used which require nails, staples or any other device causing holes and/or damage to the walls of the facility.
  - d. The leaving of refuse, trash, garbage, gum, cans, bottles, papers, etc., other than in the receptacles provided. If no receptacle is provided, patrons are responsible to remove all waste and dispose of it in an appropriate manner.
  - e. Loitering or playing in the lobby area, bathrooms, Teen Center or stairs. The northwest gym doors are to be used as entrance/exit for the event. No other exterior door is to be used for the entrance/exit of guests.
  - f. Unsupervised children at any time in or around Club property.
  - g. The allowing of any kind of animal or fowl inside BGCHD property. Seeing-eye dogs and other properly designated service animals are not subject to these restrictions. However, the owners of said animals are responsible for the proper disposal of all waste and fecal matter.
  - h. The throwing or other use of rice, birdseed, glitter, or confetti.

- i. The lighting and burning of candles or any other similar object with a flame.
- j. The riding or using of any roller skates, scooters, skateboards or bicycles by guests inside or outside the BGCHD facilities.
- k. Obstruction of any pathways or access routes inside or outside the BGCHD building, or that otherwise interferes with the safety or convenience of the public.
- l. CHEWING GUM of any kind

Building Rental Rates & Fees:

1. Fees for the Gym, Kitchen & Café use are \$250.00 per hour for the first three hours and \$100.00 per hour after that until the maximum of 8 hours is reached.
2. The following equipment is available for use at the rental rates outlined below.

Tables:

Small Round (seats 6-8):	\$8.00 each (8 available)
Large Round (seats 8-10):	\$10.00 each (14 available)
6' Rectangles (if available):	\$8.00 each
8' Rectangles (if available):	\$10.00 each

Chairs:

146 White Plastic:	\$1.00 each
110 Gray Metal:	\$1.00 each

Portable Beverage Bar:

\$25.00

If the building is rented for 8 hours, the table, chair, and beverage bar fees are waived. Any rental of chairs, tables, equipment, etc. from outside vendors is the sole responsibility of the user.

3. Fees for reserved use of BGCHD facilities will be charged for the entire time the user group requires access to the facility, including time for setting up the event, decorating, cleaning up, etc. The minimum rental period is 3 hours. The maximum rental period is 8 hours. All parties/events must be finished by midnight. This includes guests gone, music off and cleaning completed. Facilities are not available for rent or reserved use on Sundays or holidays unless approved in advance by the Board of Directors.
4. When the BGCHD facilities are rented or reserved, the following deposits are required. Payment of the full deposit amount is required even if facility use fees are waived or reduced by the BGCHD Board of Directors. Any exceptions require approval in advance by the BGCHD Board of Directors.
  - a. Initial Deposit: Half (50%) of the total hourly rental fee is due at the time the signed Facility Rental Application & Agreement is submitted. (If cancellation is communicated to the BGCHD Executive Director or Director of Operations more than two weeks before the event, 50% of the initial deposit is refundable. If cancellation is given less than two weeks before the event, the initial deposit will not be refunded.)

- b. Cleaning Deposit: There is a refundable \$500 cleaning deposit. This deposit will be refunded if the standards for building cleanliness are met (see attached Rental Cleaning Checklist) AND the event does not exceed 8 hours, including event set-up and clean-up. If the event exceeds 8 hours, OR the building is not cleaned according to Checklist standards, the cleaning deposit will not be refunded.
5. **All fees and deposits must be paid in full at least 7 days prior to the event. Refunds, if any, will be given within 7 days of the event.**
6. If damage to BGCHD property occurs during use or if excessive cleanup is necessary after use, the Cleaning Deposit will not be refunded.
  - a. If the cost of repairs and/or cleanup exceeds the Cleaning Deposit amount, the user will be billed for the difference.
7. At no time whatsoever may heavy speakers/DJ stand/sound equipment or related, as well as a stage, dais or related heavy furniture be slid or dragged across the gym floor without using proper protective devices such as rugs or pads. If the user is planning on bringing in this type of equipment/furniture, advance notice must be given to the BGCHD Executive Director or Director of Operations. Any repairs for scratches, gouges or other damage to the gym floor will be billed to the user.
8. If the user group misrepresents any material facts about the event (i.e., the serving of alcohol, etc.), the entire Cleaning Deposit will not be refunded, and the user may not be permitted to rent the BGCHD facilities in the future.

Security Requirement:

1. At times the BGCHD Executive Director, Director of Operations or Board of Directors deem appropriate, the BGCHD will notify the San Bernardino County Sheriff's Department and contract with an approved and licensed security company for event security.
2. The BGCHD designee will confer with the Sheriff's Office to determine the specific security requirement for each event, but generally two officers will be required.
3. If it is determined that an event requires security, the BGCHD will provide licensed security for an additional fee. This fee will be determined based on length of event, number of guests, and serving/selling/consuming of alcohol.

Insurance Requirements:

1. For one-time events (weddings, receptions, parties, large meetings, etc.), the BGCHD requires that the applicant/user provide a certificate of insurance (from an insurance company admitted in California and rated 'A-' or better) in the minimum amount of \$1,000,000, or in a greater amount as determined by the BGCHD Board of Directors, with an endorsement naming the BGCHD, its officers, employees, agents and volunteers as additional insured.
2. Organizations and agencies requesting reserved use of BGCHD facilities may be required to provide a certificate of insurance (from an insurance company admitted in California

and rated 'A-' or better) in the minimum amount of \$1,000,000, or in a greater amount as determined by the BGCHD Board of Directors, with an endorsement naming the BGCHD, its officers, employees, agents and volunteers as additional insured.

3. To assist users in compliance with the insurance requirements, the BGCHD makes coverage available through :

Markel Insurance- [www.markelinsuresfun.com/products/event](http://www.markelinsuresfun.com/products/event)

Contact Hann Insurance at (760) 365-9744 for any questions

#### Fee Waiver or Fee Reductions:

1. The BGCHD Board of Directors is authorized to make a determination on all requests for fee waivers or fee reductions. If a waiver or reduction is granted, the group's use will be accommodated on a space-available basis. Waivers or reduction requests will be considered if the applicant complies with all BGCHD facility use requirements, and the proposed use meets one of the following conditions:
  - a. The activity or event is conducted by a local organization and the primary purpose of the activity or event is to provide services for the youth of the community.
  - b. The activity or event is of large scale community-wide interest or benefit and is conducted by a local organization.
2. If the recipient of a waiver or fee reduction does not strictly comply with all conditions regulating the use of BGCHD facilities, including adherence to approved entry and exit times, the user group will be responsible to pay all fees normally associated with such use.

#### Requests to Allow the Serving/Usage of Alcohol:

1. As outlined previously, alcohol serving, selling or drinking is prohibited unless previously approved by the BGCHD Board of Directors. Also, the following conditions must be met:
  - a. The applicant/user must obtain a valid liquor license issued by the State of California Alcohol Beverage Control which must be signed in advance by the BGCHD Executive Director or Director of Operations and the appropriate San Bernardino Sheriff's Department representative.
  - b. The applicant/user shall ensure full compliance with state and local laws regarding the consumption of alcohol during their facility use. The applicant will be held responsible for the behavior of all attendees.
  - c. Alcohol may not be served without a licensed bartender. License must be displayed at the bar at all times.
  - d. Any person, including the bartender, guests or catering staff serving anyone under the age of 21 will be subject to prosecution.
  - e. Anyone drinking alcohol under the age of 21 will be asked to leave the premises and law enforcement will be notified.
  - f. The applicant/user is to provide the BGCHD with a liquor liability insurance policy endorsement in the amount of \$1,000,000 naming the BGCHD, its officers, employees, agents and volunteers as additional insured for the date(s) of facility

use. Proof of such insurance must be on file in the BGCHD Administrative Offices at least 7 days prior to the event.

2. At least one BGCHD staff member must be present at any event where liquor is served/consumed.

**This Facility Rental Agreement was approved by the BGCHD Board of Directors on (04/20/2015).**