

CITY OF BEVERLY HILLS FACILITIES RENTAL POLICY

I. Purpose

The City of Beverly Hills rents certain City facilities to the general public for particular types of short-term events. In determining to whom and for what uses its facilities will be rented, the City acts in a proprietary capacity. The City has never designated its rental facilities as a forum for unlimited expression by the general public.

The purpose of this policy is to prescribe standards for the City's rental of its facilities to the general public. These standards are intended to facilitate orderly processing of rental applications and to preserve the non-public forum status of the facilities.

City-sponsored events and events conducted by government entities, including the Beverly Hills Unified School District, are exempt from this policy. As used in this policy, "Facility Administrator" means the City Manager or the designee thereof.

II. Scope

This policy applies to the following City Hall facilities: Crescent Drive lawn; Council Chamber; Municipal Gallery; meeting rooms; Palm Court; and Rotunda. This policy also applies to: Civic Center Plaza; and Public Works Building at 345 North Foothill Road.

III. Application Processing

A. Eligible Events. City facilities may be rented by the general public for use in connection with the following events: artistic performances; dinners; walks and runs; educational programs; festivals; hearings; meetings; receptions; weddings; and bar and bat mitzvahs.

B. Application Submittal. Rental applications shall be submitted to the Community Services Department Office between 30 and 90 days in advance (depending on size and elements of event) of the date on which an event is proposed to be held. Applications shall be filed on a City-provided form and shall be accompanied by a non-refundable application fee in an amount set by the City's Schedule of Fees and Charges.

C. Review Criteria. Rental applications shall be reviewed solely according to the following criteria:

1. Satisfaction of the event eligibility criteria.

2. Availability of the subject facility.
3. Proximity in location and time to any previously approved event scheduled to occur at another City facility on the date of the proposed event.
4. Compliance by the applicant, and persons affiliated with the applicant, with the terms of this policy and applicable laws in connection with all other events held at a City facility within the 12 months prior to the date of the proposed event.

D. Approval or Denial of Application. Rental applications shall be processed by the Facility Administrator. An application may be approved if the applicant has not conducted more than 3 prior events at City facilities during the current calendar year and if there is no ground for denial based on the review criteria; otherwise the application shall be denied. In no case shall an application be denied due to the viewpoint of speech disseminated by the applicant or associated with the proposed event. Notice of the approval or denial of an application shall be given to the applicant in writing. If the application is denied, the notice shall include an explanation of the reasons for the denial. A decision approving or denying an application shall be final.

IV. General Requirements

A. Pre-Event Submittals. Upon approval of an event application, the person renting the City facility shall submit the following to the Community Services Office:

1. *Rental Fee Deposit.* The rental fee deposit amount shall be 50% of the rental fee set by the City's Schedule of Fees and Charges. The application fee shall be applied to the rental fee deposit. The rental fee deposit shall be submitted within 5 business days of event approval.

2. *Indemnification Agreement.* The indemnification agreement shall obligate the person renting the City facility to indemnify, defend and hold harmless the City and its officers, employees and agents against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies that the City shall incur or suffer as a result of the event. This obligation shall include payment of interest, penalties and attorney's fees. The form of the indemnification agreement shall be approved by the City Attorney. The indemnification agreement shall be submitted within 5 business days of event approval.

3. *Rental Fee Balance.* The rental fee balance amount shall be 50% of the rental fee set by the City's Schedule of Fees and Charges. The rental

fee balance shall be submitted no later than 10 business days prior to the event date.

4. *Restoration Deposit.* The restoration deposit amount shall be as set by the City's Schedule of Fees and Charges. The restoration deposit shall be submitted no later than 10 business days prior to the event date.

5. *Staff Service Charge.* The staff service charge amount shall be based on the staff time (including time related to planning) associated with an approved event. The staff service charge shall be submitted no later than 10 business days prior to the event date.

6. *Proof of Comprehensive Liability Insurance.* The insurance amount shall be determined by the Facility Administrator. Such insurance shall be issued by an insurance company that both (i) is admitted and licensed to do business in the State of California; and (ii) is rated A or better according to the most recent A.M. Best Co. Rating Guide. The policy shall name the City as an additional insured; shall specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss; and shall contain a provision that no termination, cancellation or change of coverage of insured or additional insureds shall be effective until after 30 days notice thereof has been given in writing to the City. Proof of comprehensive liability insurance shall be submitted no later than 10 business days prior to the event date.

7. *Proof of Alcoholic Beverage Control Permit.* If the Facility Administrator has approved the serving of beer, and wine at the event, proof of the required Alcoholic Beverage Control permit shall be submitted no later than 10 business days prior to the event date. No alcohol shall be permitted to be served at anytime in the Council Chamber or meeting rooms in City Hall.

B. Facility Use Permit. When all pre-event submittals have been delivered to the Community Services Department Office, a facility use permit shall be issued. The Facility Administrator may impose event-specific conditions on a facility use permit as deemed necessary or appropriate. In no case shall a condition be imposed due to the content or viewpoint of speech disseminated by the applicant or associated with the proposed event.

C. Parking. Event participants and attendees shall park in the City parking structure designated by the Transportation Department. Parking rates shall be as set by the City's Schedule of Fees and Charges.

D. Equipment Storage. Equipment associated with an approved event may be stored overnight at a City facility with the prior written consent of the Facility Administrator.

E. Commercial Fee Prohibited. No fee for profit shall be charged at an approved event.

F. Restoration of City Property. The person renting a City facility shall be responsible for post-event clean up of the facility and for the cost of repairing or replacing City property that is damaged or destroyed as a result of such person's event. The restoration deposit shall be refunded in full unless the City incurs clean up, repair or restoration expense. If the restoration deposit amount exceeds the cost of clean up, repair or replacement, then the difference shall be refunded upon completion of the work. If the cost of clean up, repair or replacement exceeds the restoration deposit amount, then the difference shall be paid by the person renting the City facility within 10 days of receipt of an invoice from the City.

G. Cancellation. Notice of cancellation of an approved event must be provided in writing. Cancellation notice must be submitted no later than 5 business days prior to the event date or else all fees and deposits shall be forfeited. A 10% service fee will be charged on all cancellations.

H. City Staff Directives. City staff shall have unlimited access to approved events and may issue directives to ensure compliance with this policy, the facility use permit, the Municipal Code and other applicable laws.

I. Termination of Event. Failure to comply with this policy, any facility use permit condition, the Municipal Code, any applicable law or any City staff directive shall be grounds for immediate termination of an approved event.