



**City of Fontana
Community Services Department
FACILITY RESERVATION APPLICATION**

TIME / DATE STAMP

Staff Int: _____

Step 1- Request

Banquet/Meeting Facility

<input type="checkbox"/> Art Depot/Gallery	<input type="checkbox"/> Jack Bulik Center
<input type="checkbox"/> Cypress Center	<input type="checkbox"/> Jessie Turner Center
<input type="checkbox"/> Don Day Center	<input type="checkbox"/> Mary Vagle Nature Center
<input type="checkbox"/> Fontana Community Senior Center	<input type="checkbox"/> Steelworkers' Auditorium (Lewis Library)
<input type="checkbox"/> Heritage Center	<input type="checkbox"/> Other: _____

Pool Facility

<input type="checkbox"/> Don Day	<input type="checkbox"/> Martin Tudor
<input type="checkbox"/> Fontana Park	<input type="checkbox"/> Miller
<input type="checkbox"/> Heritage	
Park Facility _____	
Park Shelter # _____	
<input type="checkbox"/> Bouncer/Jumper Permit	

Step 2 – Applicant Information

Name of Applicant or authorized designee: _____

Name of Organization (if applicable): _____

Address: _____ City: _____ Zip: _____

Primary Phone: _____ Secondary Phone: _____ Email: _____

Is your organization Fontana Non-profit? _____ if yes, please submit a copy of your letter of determination from the IRS.

Step 3 – Additional Information

Type of Event: Meeting Wedding Birthday Family Gathering Musical/Play Other: _____

DATE OF EVENT: _____ **Alternative Date:** _____

Estimated Attendance: _____ Is this event open to the public? Yes _____ No _____

Set-up Time: _____ to _____ Event Time: _____ to _____ Clean-Up Time: _____ to _____
(Hours requested include set-up and clean-up times) only for Facility Rentals

Will you have any or all of the following? Disc Jockey/Live Band Live Entertainment Bouncer/Dunk Tank

Caterer Dance Floor Other (please describe): _____

Will alcohol be served? Yes _____ No _____
(Facility Rentals only) Pending approval

Security required? Yes _____ No _____
(Only Required for Facility Rentals if over 100 attendees and/or serving alcohol)

Step 4 – Refund Policy

_____ Initials

I have read and understand this Facility Reservation Application including the summary of the City of Fontana ordinances and City/Department refund policies

(For Office Use Only)

Step 5 – Approval Process		
(Staff use only)		
Coordinator: _____	Date: _____	
Supervisor: _____	Date: _____	
Approved	Pending	Denied
Customer contacted on: Date: _____		Initials: _____
Final payment date: _____		

Facility Deposit	\$
Alcohol Deposit	\$
Insurance Fee	\$
Alcohol Insurance Fee	\$
Reservation Fee	\$
Kitchen Fee	\$
Security Fee	\$
Other	\$
Total	\$

RESERVATION GUIDELINES

1. All applications are tentative until the approved Facility Permit is issued, this application submission does not secure a rental date or location.
2. All applications will be reviewed and contacted within 10 business days to the application submission date.
3. Security Deposit Payment is required to secure the facility/date requested. Payment will only be accepted after the application has been approved by the Community Services Department.
4. The applicant or authorized designee is responsible for reservation(s) listed on this application and for the conduct of all attendees. No third party rentals will be allowed.
5. The applicant or authorized designee must be 18 years of age or older, and shall be present during the time of reservation(s).
6. Facilities may not be scheduled more than twelve (12) months in advance.
7. Facility reservation(s) for business profit or subletting will not be allowed at any city facility.
8. All outside equipment must be approved by the Community Services Department prior to reservation date. Equipment includes, but it is not limited to: fog machines, dance floors, lights, etc.
9. Any non-sufficient funds (NSF) checks will void reservation with no guarantee of re-securing rental date.
10. The Facility Permit is proof of reservation, and should be kept with payment receipts.
11. Refunds or credits are issued at the discretion of the Community Services Department based on the refund policy and procedures.
12. For non-profit organizations - provide written verification of current non-profit status 501(C)3 form. Form is subject to verification.
13. Applicant shall provide a Certificate of Insurance in the amount of \$1 million general liability, \$2 million aggregate, naming the City of Fontana as additional insured and as a certificate holder, or purchase insurance through the City at an additional cost.
14. Residency Verification - At time of Security Deposit Payment, a picture ID and a current utility bill is required to verify residency.
15. The City of Fontana, Community Services Department reserves the right to refuse or cancel any Facility Reservation Application at any time.
16. Read and initial the following City/Department rules and policies.

Facility Reservation Permit

(Initials)

1. When applicable, refund checks, including refundable deposits, are issued to the payer within 4-6 weeks after the conclusion of the reservation.
 - Cancellations *more than* at least 60 days prior to the rental date will receive all fees paid minus the following:
 - Current Cancellation Fee at time of cancellation
 - Current Refund Processing Fee at time of cancellation
 - Any Administrative/Transaction Processing Fee(s)
 - Cancellations *less than* 60 days prior to rental date will forfeit 100% of all fees paid. As well as any cancellation fees that are applicable.

RESERVATION DATE TRANSFER:

A reservation date transfer is subject to the current Transfer Processing Fee at time transfer is requested.

Rental Deposits are not transferable.

2. All rentals that serve alcohol require an alcohol deposit and additional alcohol insurance, pending approval. In addition, all alcohol must be served by an approved licensed bartender.
 - Only beer and wine with alcohol content under 20% is allowed.
 - Beer and wine is to be served in non-glass containers.
 - Beer and wine may only be consumed inside designated rental area.
 - Beer and wine may be served a maximum of four hours, but not later than 10pm.
 - No person under the age of 21 years will be permitted to drink or serve alcohol.
 - Must be approved by Community Services Department.
3. Alcoholic beverages shall not be served to minors. The user's/renter's failure to comply, monitor and enforce this provision is grounds for terminating the event immediately and forfeiture of the refundable security deposits and all fees paid.
4. No alcohol will be allowed, if guest of honor is less than 21 years of age. In addition, alcohol will be prohibited when "the majority (50% plus one) of guests in attendance will be under the age of 21.
5. Security guard services (a minimum of two guards) will be required anytime there are over 100 guests, music entertainment and/or alcohol is served. For groups in excess of 100 people an additional guard is required, and an additional fee is required. Security guard(s) will be arranged by the Community Services Department.
6. Facility capacities are in place for the safety of your guests. Plan carefully when scheduling your event. If you have questions regarding facility capacities contact the Community Services Department at (909) 349-6900.
7. Applicant is required to wipe off tables, chairs, and counters, sweep floors, completely remove any decorations, and deposit all trash in trash receptacles at the conclusion of the rental.
8. Overnight storage for facility rental supplies or equipment will not be provided by the City of Fontana.

Park/Shelter Permit

(Initials)

Reservations for events of more than 100 guests require a Special Event Application.

1. For shelter reservations, the following cancellation policy applies:
 - Cancellations *more than* at least 30 days prior to the rental date will receive a 100% refund of fees paid minus the current Refund Processing Fee and any Administrative/Transaction Processing Fee(s).
 - Refund/Transfer requests can be made by phone call by the Named individual on the Facility Application or Facility Permit
 - Refunds are subject to an Administrative Processing Fee.
 - Transfers requested must be paid within 24hrs and are subject to an Administrative Transfer Fee.
 - Refunds will be approved if rain or inclement weather occurs on the day of shelter reservation. Notification must be made to the Community Services Office by 5:00 p.m., the next business day.
 - The Community Services Department may cancel any reservation due to adverse field conditions and/or required maintenance.

For shelter reservations, the applicant is responsible to keep surrounding areas clear of trash during and at the conclusion of the reservation. This includes spectator and parking lot areas.

2. Vehicles may not be driven into/onto areas of the park, other than the parking lot.
3. Reservations at park shelters where lighting is not available must end no later than dusk.
4. Park Rules: No animals, fires, alcoholic beverages, amplifiers, bands or disc jockeys (DJ's) or charcoal grills or propane grills are permitted.
5. ***Park shelters do not have electricity.***
6. All renters must adhere to City Ordinance Chapter 19 Sections 1-3 (provided for your review on the reverse side of your shelter reservation sign and on your Facility Reservation Permit).

Bouncer/Jumper Permit

(Initials)

A bouncer permit is required for all inflatable units. Inflatable bouncers that require water use are not permitted in City parks.

1. Bouncer permits are non-refundable.
2. **The City of Fontana does not provide electricity at parks and/or shelters.**
3. A certificate of insurance is required for all bouncers in the park. The insurance certificate must list the City of Fontana as additionally insured and certificate holder for \$1 million. Insurance certificates must be received by the Community Services Department two weeks prior to the event date. When faxing insurance certificates, please include the following information: customers name, park name, and event date, and fax to (909) 349-6911 Attn: bouncer permits and/or emailed to shelterreservations@fontanaca.gov

Garden Plot Permit

(Initials)

1. Garden plot permits require an additional application. See Community Services Department staff.

Pool Reservation Permit

(Initials)

1. The applicant is responsible to keep surrounding areas clear of trash during and at the conclusion of the reservation.
2. Pool decks do not have accessible electricity.

The following RULES are designed for the safety of everyone. The Community Services Department reserves the right to amend these rules for the safety of its participants. The City of Fontana also reserves the right to refuse service to any participant who violates any of these rules or ignores direction from aquatics staff.

Pool Rules: Pool rules are designed for the safety of all participants.

- No person shall enter the aquatic facility without a lifeguard present.
- A complete head and body shower must be taken before entering the pool.
- No running at any time.
- Bathing suits are required and must be hemmed; no cut-offs allowed.
- Only Coast Guard approved Personal Flotation Devices are permitted.
- Children 8 years old and younger must be accompanied by an adult.
- Smoking, gum chewing, and spitting are not permitted.
- Persons with open sores, cuts, or rashes are not permitted in pool complex; bandages are prohibited in pool.
- Persons and/or children who are sick and/or have diarrhea are not permitted in the pool
- Abusive and/or foul language is prohibited and will not be tolerated.
 - Diving is only permitted from diving boards. (see "Diving Board Rules")
 - Hanging on ropes or lane lines is not permitted.
 - Hanging and swinging on handrails is not permitted.
 - Horseplay (shoving, dunking, sitting on shoulders, etc.) is not permitted in pool or on deck.
 - Possession of alcohol in pool complex is prohibited.
 - Individuals appearing to be under the influence of alcohol and/or drugs will not be permitted to enter the aquatic facility.
 - Emergency equipment is for emergency use only. Only Lifeguards are permitted on lifeguard stands.
 - **NO** animals, fires, alcoholic beverages, amplifiers, bands or disc jockeys (DJ's), charcoal grills or propane grills are permitted on pool decks.
 - Glass bottles or containers are prohibited in pool complex.

Refund Policy:

(Initials)

- **Facility Reservations** - Cancellations less than 60 days prior to rental date will result in forfeit of 100% of all fees paid. Cancellations of more than at least 60 days prior to the rental date will receive a refund of all fees paid minus the following:
 - Current Cancellation Fee at time of cancellation
 - Current Refund Processing Fee at time of cancellation.
 - Any Administrative/Transaction Processing Fee(s).
 - Transfers are subject to a processing fees and may be subject to cancellation fees.
- **Park Shelter Reservations** – Refund/Transfer requests can be made by phone or in person by the Named individual on the Facility Application or Facility Permit and are subject to a processing fee that must be paid within 24hrs. Cancellations of more than at least 30 days prior to the rental date will receive a 100% refund of fees paid minus the following:
 - Current Refund Processing Fee at time of cancellation.
 - Any Administrative/Transaction Processing Fee(s).
 - Refunds will be approved if rain or inclement weather occurs on the day of the shelter reservation.
- **Pool Reservations** - Refund/Transfer requests can be made by phone or in person by the Named individual on the Facility Application or Facility Permit and are subject to a processing fee that must be paid within 24hrs. Cancellations of more than at least 60 days prior to the rental date will receive a 100% refund of fees paid minus the following:
 - Current Refund Processing Fee and Cancellation Fee.
 - Any Administrative/Transaction Processing Fee(s).
 - Transfers requested are subject to an Administrative Transfer Fee.
 - The Community Services Department may cancel any reservation due to pool conditions and/or maintenance requirements.
 - A reservation date transfer is subject to a current Transfer Process Fee at time transfer is requested.

City/Department Policies to Which Applicant Must Adhere:

(Initials)

1. Applicant will be held financially responsible for any damages to City facilities and equipment or be charged additional fees if applicant does not adhere to the agreement. Refusal by applicant to clean a facility may result in forfeiture of deposit and/or denial of future reservations.
2. All renters are required to provide proof of liability insurance in the amount of \$ 1,000,000.00 general liability insurance coverage per occurrence or \$ 2,000,000.00 for general aggregate naming the City of Fontana its officers, agents, and employees as additionally insured. Applicant will be

notified, after the application is reviewed, as to whether insurance and/or Special Event insurance is required. All insurance certificates will be reviewed by the City's Risk Manager. Failure to provide appropriate documentation will result in cancellation of reservation(s).

3. A security deposit, paid in full, is due at the time of the reservation date. This reservation is not guaranteed until security deposit is paid. The balance of all facility rental fees, including Aquatic Facilities/Pools, is due no less than 30 days prior to the reservation date. Fees not paid by the deadline date will result in cancellation of the reservation(s). Payment is made payable to the City of Fontana. Only cash, checks, money orders, and credit card payments are accepted. However, if the City allows any outstanding balances to be paid within 30 days prior to the date of reservation date, then only cash, credit card, or money orders will be accepted (no checks). Please allow four to six (4-6) weeks to process the return of the security deposit after the reservation date.
4. For indoor reservations, staff will assist in making chairs and tables accessible to the renter. Any city equipment to be outside designated rental area must be approved. All other city equipment must remain within designated rental area. Please consult staff at the facility you are reserving to make sure there are enough chairs and tables for your reservation. Additional chairs and tables brought by the applicant must first be approved in writing by an authorized representative of the Community Services Department.
5. Kitchens are designed for food warming and serving only, as cooking is prohibited. Applicant must furnish own towels and cleaning supplies. The applicant is encouraged to meet with facility staff prior to reservation to determine what kitchen appliances are available for use. Washing dishes and utensils in restroom sinks is strictly prohibited. Catering vendors must obtain a City of Fontana Business License, San Bernardino County Health Permit, and Insurance, and these must be preapproved by city staff.
6. The applicant agrees that if the event listed on this Facility Reservation Application is open to the general public that he or she will not exclude any person from participating in, deny anyone the benefit of, or otherwise subject to, discrimination on the basis of race, color, national origin, age or disability.

City Indemnification/Release of Liability:

Applicant hereby releases, waives, and discharges the City and its officials, officers, staff, volunteers (collectively, "Releasees") from any and all alleged and actual claims, damages, remedies, causes of action, demands and other liabilities (collectively, "Liabilities") arising out of or in any manner related to the Applicant's reservation and use of the City's facilities or the use of the City's facilities by guests of Applicant. The foregoing release and waiver applies to all Liabilities, whether retrospective, current, or prospective, known or unknown, foreseeable or unforeseeable, whether caused by the negligence of the Releasees or otherwise.

Applicant hereby assumes full responsibility for any risk of bodily injury, death or property damage due to the negligence of Applicant or their guests, or participation in any activity at the City's facilities, or while otherwise in or about the City's facilities in any manner related to the activity on any and all occasions that the Applicant or their guests enter the City's facilities during Applicant's reservation and use of City's facilities.

Applicant hereby agrees to indemnify, defend (with counsel of the City's choosing) and save and hold harmless the City and the Releasees from any and all liability, claims, suits, actions, arbitration proceedings, administrative or regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including actual attorneys' fees incurred by the City, court costs, interest, defense costs, expert witness fees, and any other costs of any kind incurred in relation to or in any way attributable to Applicant's use of City's facilities including, but not limited to, any liability, harm, penalty, or loss to persons or property, or which may arise from any violation of law.

With respect to the matters released hereunder, the Applicant waives any rights or benefits that they might otherwise have under California Civil Code section 1542, or any other similar law. California Civil Code section 1542 provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The prevailing party in any action to enforce this Liability Waiver and Release shall be entitled to reasonable attorney's fees and costs. Should any provision of this Liability Waiver and Release be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby.

Applicant agrees that they have carefully read and understand this Agreement and all of its terms. APPLICANT UNDERSTANDS THAT THE WAIVER AND RELEASE CONTAINED IN THIS AGREEMENT WILL PREVENT APPLICANT, ITS GUESTS OR EACH OF THEIR ESTATES FROM RECOVERING DAMAGES IN THE EVENT OF BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY. Nevertheless, Applicant executes this Agreement freely and voluntarily and agrees that it will be binding upon Applicant, Applicant's guests, and each of their heirs, assigns, successors, and legal representatives. Applicant agrees that they have read, understand and voluntarily sign this Release and Waiver of Liability covering any and all occasions that the Applicant or their guests use or enter the City's Facilities during any activity.

Applicant's Signature

(Printed Name)

Date

Applicant's Acknowledgement and Signature:

I, _____ (Applicant) have read and understand this Facility Reservation Application. **I UNDERSTAND THAT ALL PORTIONS OF THIS APPLICATION MUST BE SIGNED BEFORE IT WILL BE CONSIDERED BY THE CITY AND THAT SUBMISSION OF THIS APPLICATION DOES NOT CONSTITUTE OR GUARANTEE ITS APPROVAL.** The City reserves the right to refuse or cancel any approved application. I will be responsible for the reservation(s) listed on this application and if I or my guests breach this contract/agreement or any City Ordinance and City/Department Policies in any way, then I will forfeit the deposit(s) and the event will be cancelled. I will be responsible for any additional fees which will be imposed by the city. The City of Fontana Ordinances can be viewed online at www.fontanaca.gov

I, understand that I must be present during the entire reservation period, and agree to do so. My signature listed indicates that the information I have provided is true and accurate.

(Printed Name)

Data

Alternate's Signature

(Printed Name)

Date _____