



**CITY OF MONROVIA • PUBLIC SERVICES DEPARTMENT  
FACILITY USE AGREEMENT**

It is the City of Monrovia's desire that all patrons who periodically use a City of Monrovia building, room, land, auditorium, gymnasium, arena, stadium, field, area, or other City of Monrovia property (the "FACILITY") are able to enjoy the facility. This AGREEMENT has been set in place to achieve that goal.

The person signing this AGREEMENT and the organization on whose behalf the Facility rental is being made (collectively the "RENTER") are responsible for compliance with this AGREEMENT. All RENTERS are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out FACILITY, RENTER, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

**1. FACILITY INFORMATION – please circle facility requesting:**

Community Center Room (please list all rooms requesting):  
119 W. Palm Ave.  
Monrovia, CA 91016 \_\_\_\_\_

Library's Community Room 321 S. Myrtle Ave Monrovia, CA 91016	Historical Museum 742 E. Lemon Ave. Monrovia, CA 91016	Canyon Park – Cabin / Fireman's Flat 1200 N. Canyon Blvd. Monrovia, CA 91016	Mary Wilcox Youth Center 843 W. Olive Ave. Monrovia, CA 91016
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Urban Park: Park Name: \_\_\_\_\_ Address: \_\_\_\_\_

**2. RENTER INFORMATION**

Contact Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Main phone: \_\_\_\_\_ Other phone: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Security Deposit/Refund made payable to: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

**3. EVENT INFORMATION**

Date of event \_\_\_\_\_ Open to the public? Yes No

Set Up Begin Time: \_\_\_\_\_ a.m. / p.m. Will minors be present? Yes No

Time event begins: \_\_\_\_\_ a.m. / p.m. Admission fee charged? Yes No

Time event ends: \_\_\_\_\_ a.m. / p.m. Will there be music? Yes No

Clean Up Time: \_\_\_\_\_ a.m. / p.m. Type of music \_\_\_\_\_

Description of event \_\_\_\_\_ Will food be served? Yes No

\_\_\_\_\_ Will food be sold? Yes No

\_\_\_\_\_ Will alcohol be served? Yes No

Estimated attendance \_\_\_\_\_ Will alcohol be sold? Yes No

Name of representative: \_\_\_\_\_

**I. CONDITIONS OF USE**

**A. RESERVATIONS**

**Initial:** \_\_\_\_\_

1. RENTER desirous of a FACILITY should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly. Reservation made within 30 days of the rental date must be paid in full by cash or credit card, check will not be accepted.
2. A FACILITY is not considered rented until (1) RENTER submits the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City of Monrovia; and (2) the City of Monrovia, in its sole discretion, approves such rental in writing.
3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this AGREEMENT.
4. RENTER shall provide the City of Monrovia Manager or his/her designee with a single contact who is to serve as the representative for RENTER's activities.
5. RENTER shall be responsible for securing all required permits and licenses.
6. The FACILITY shall be used for the purpose stated in this agreement and no other use will be permitted.
7. RENTER shall not use the City of Monrovia's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Monrovia's Recreation Manager or his/her designee. RENTER's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. RENTER shall permit any City of Monrovia officers, employees, or agents to visit the event described in this AGREEMENT.
9. RENTER shall be responsible for picking up the keys to the FACILITY, if any, from the City of Monrovia prior to the event. RENTER shall return keys immediately following the event to the City of Monrovia.
10. Under no circumstances shall RENTER sublease or allow any other organization or individual to use the FACILITY for the period for which RENTER has contracted. RENTER is an independent contractor and not the agent or employee of the City of Monrovia.
11. The City Manager shall have the authority to cancel or postpone use of the FACILITY if such action is deemed necessary by the City of Monrovia. Whenever possible, a twenty-four hour notice will be given to the RENTER.
12. Cancellations or changes to the AGREEMENT must be submitted in writing from the RENTER.
13. Refunds are not available for early departure from a scheduled event.
14. Cancellation refunds will be processed within forty-eight (48) hours upon submission of the written cancellation. Please allow four to six weeks for the Finance Department to process and mail.
15. Reservation cancellation charges are processed as follows:
  - 61 days or more before the event will result in City's retention of 50% of the security deposit rental fee
  - 31 to 60 days before the event will result in City's retention of 50% of the required room rental fee
  - 30 days before the event will result in retention of the full amount of the room rental

**B. FEES**

**Initial:** \_\_\_\_\_

1. The City of Monrovia requires a 50% of the rental fee and/or a deposit from RENTER. If the rental is 30 days or less the rental fees are due in cash or credit only.

2. Any person or agency holding a reservation for the use of City of Monrovia facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the FACILITY.
3. The City of Monrovia may charge an additional rental rate for any event continuing past the ending time stated in this AGREEMENT.
4. RENTER is responsible for any lost keys, and any costs that the City of Monrovia might incur to replace and/or re-key the FACILITY.
5. In the event the FACILITY is left damaged, RENTER shall be charged for any and all janitorial and/or repair fees incurred by the City of Monrovia as a result of same and these fees shall be billed to RENTER.

**C. INDEMNIFICATION AND INSURANCE**

**Initial:** \_\_\_\_\_

1. RENTER shall indemnify, defend, and hold harmless the City of Monrovia, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Monrovia, its officers, employees, or agents.
2. **General liability insurance.** RENTER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name the City of Monrovia, its officers, employees, agents, and volunteers as additional insureds prior to the rental date of the FA. RENTER shall file certificates of such insurance with the City of Monrovia, which shall be endorsed to provide thirty (30) days notice to the City of Monrovia of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of Monrovia may deny access to the FACILITY.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the City of Monrovia requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Monrovia.

3. RENTER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with RENTER's use or occupancy of the City of Monrovia's facilities and adjoining property to the City of Monrovia Manager or his/her designee, in writing and as soon as practicable.
4. RENTER waives any right of recovery against the City of Monrovia, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. RENTER shall not charge results of "acts of God" to the City of Monrovia, its officers, employees, or agents.
5. RENTER waives any right of recovery against the City of Monrovia, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with RENTER's use or occupancy of the FACILITY and adjoining property, even if the City of Monrovia, its officers, employees, or agents seek recovery against RENTER.

**D. SECURITY**

**Initial:** \_\_\_\_\_

1. The City of Monrovia, at its sole discretion, may require a certain number of security officers for the event. RENTER shall be responsible for procuring and paying for security officers through the City of Monrovia or a private security agency.
2. RENTER is solely responsible for supervising all individuals at the FACILITY and adjoining property during the event. The City of Monrovia is not responsible for providing this supervision. However, the City of Monrovia may evict individuals from the FACILITY during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

**E. SET UP / CLEAN UP / DECORATIONS**

**Initial:** \_\_\_\_\_

1. RENTER, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the FACILITY prior to or after the event time period. RENTER shall be responsible for arranging access during the time requested for entry and exit of the FACILITY.
2. RENTER shall not prepare or decorate the FACILITY prior to the rental start time, unless RENTER provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
3. RENTER shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the FACILITY and shall not make or allow to be made any alterations of any kind therein.
4. RENTER shall be responsible for all cleanup of the FACILITY, including adjacent grounds, at the end of the rental. RENTER shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the FACILITY, leaving the FACILITY clean and free of all trash and litter. RENTER shall also leave all fixtures, if any, in good working condition.
5. RENTER shall not store any equipment or materials at the FACILITY or adjoining property without the prior written approval of the City of Monrovia Manager or his/her designee.
6. RENTER shall be responsible for any and all damage to the FACILITY and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, RENTER shall be charged for any and all janitorial and/or repair fees incurred by the City of Monrovia as a result. Any damage or breakage to the building or equipment must be reported immediately to the City of Monrovia.
7. If applicant chooses to rent equipment (tables, chairs, etc.) site Staff are not responsible for set-up or tear down of rented equipment.

**F. EQUIPMENT / ACCESSORIES**

**Initial:** \_\_\_\_\_

1. RENTER shall not remove, relocate, or take City of Monrovia property outside of the FACILITY for any reason without the prior written approval of the City of Monrovia Manager or his/her designee.
2. RENTER shall not use City of Monrovia equipment, tools, or furnishings located in or about the FACILITY without the prior written approval of the City of Monrovia Manager or his/her designee.
3. RENTER shall not drive motorized vehicles on field or green space.
4. The City of Monrovia does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. RENTER, at its own cost, may bring these systems into the FACILITY for their use.
5. RENTER shall secure the approval of the City of Monrovia before using audio/visual systems, public address systems, and live or recorded amplified music. RENTER shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Monrovia Manager or his/her designee.

**G. MISCELLANEOUS**

**Initial:** \_\_\_\_\_

1. RENTER shall comply with all local, state, and federal laws and regulations related to the use of the FACILITY. The RENTER agrees to abide by all applicable federal and state accessibility standards and regulations.
2. RENTER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the FACILITY.

3. Gambling of any kind is not permitted at the FACILITY.
4. Smoking is not permitted at all FACILITIES.
5. No animals are permitted at the FACILITY, with the exception of service animals. Under the Americans with Disabilities Act, service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
6. If RENTER violates any part of this AGREEMENT or reports false information to the City of Monrovia, we may refuse RENTER further use of the FACILITY and RENTER shall forfeit a portion of or all of the rental fee and/or the deposit.
7. The City of Monrovia may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
8. Any person aggrieved by the City of Monrovia's decision with respect to this AGREEMENT may appeal to the City of Monrovia Manager or his/her designee in writing no later than five (5) days after the City of Monrovia's decision has been communicated to the aggrieved party.
9. If any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
10. The Fire Chief, City Manager, or Community Services Manager may close the park and or cancel rental reservations in the event of hazardous weather conditions, fire hazards, and fire in the area. Whenever possible, a 24 hour notice will be given. Please observe and obey all posted fire closings. MMC 12.32.070
11. All applications by Monrovia Schools, groups and or clubs must be approved by the Monrovia Unified School District Superintendent.

**SIGNATURE PAGE FOLLOWS**

**IMPORTANT**

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and the attached specific facility regulations and agree to all of the aforementioned rules, regulations, and conditions of use.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print name  
\_\_\_\_\_  
Organization  
\_\_\_\_\_  
Staff Signature  
\_\_\_\_\_  
Staff Name  
\_\_\_\_\_  
Agreement Date

----- **CITY OF MONROVIA USE ONLY** -----

Date Application Received: \_\_\_\_\_ Permit # \_\_\_\_\_ Date Distributed: \_\_\_\_\_

**TYPE OF USER GROUP:** Priority I \_\_\_\_ Priority II \_\_\_\_ Priority III \_\_\_\_

Tax ID Number / Business License Number: \_\_\_\_\_

Facility Fee (1) _____	\$ _____	
Facility Fee (2) _____	\$ _____	
Additional Hours _____	\$ _____	
Event Staff Recovery Fee _____	\$ _____	_____ Staff X \$ _____ per hour X _____ hours
Security Guard(s) _____	\$ _____	_____ Guard(s) X \$ _____ per hour X _____ hours
Kitchen _____	\$ _____	
Maintenance Fee _____	\$ _____	
Electricity/Other _____	\$ _____	
Total Facility Fees _____	\$ _____	
Security Deposit _____	\$ _____	
<b>Total Amount Due</b> _____	<b>\$ _____</b>	<b>Due By:</b> _____

Payment 1: \_\_\_\_\_ Balance: \_\_\_\_\_ Receipt #: \_\_\_\_\_  
Payment 2: \_\_\_\_\_ Balance: \_\_\_\_\_ Receipt #: \_\_\_\_\_

\_\_\_\_\_  
Department Approval  
\_\_\_\_\_  
Date

**Send Payment to:  
Monrovia Community Center  
119 W. Palm Ave. Monrovia, CA 91016  
Checks payable to the  
City of Monrovia**