
**City of Dana Point
Recreation
34052 Del Obispo St.
Dana Point, Ca 92629
Phone: 949-248-3536 Fax: 949-496-3497
www.danapoint.org**



**CITY OF DANA POINT
COMMUNITY CENTER &
BALL FIELD POLICIES**

City of Dana Point Recreation Community Center & Ball Field Rules & Regulations

I. Facility Use Agreement

A City of Dana Point Recreation Division approved Facility Use Agreement must be obtained before any person shall occupy any room at the Dana Point Community Center or City ball field, on a reserved or exclusive-use basis.

II. Application

Any person or group wanting to utilize a City facility must submit a Facility Use Agreement Application with the City of Dana Point Recreation Division a minimum of ten (10) working days in advance of the proposed date of use.

III. Cancellation

Any cancellation of scheduled facilities must be made ten (10) working days prior to the scheduled date. Any request for a refund must be submitted in writing at this time. Costs incurred by the City of Dana Point will be deducted from the refund.

IV. Criteria for Approval of Permits

Applications are approved based on the following criteria:

- A. The proposed activity, or use, will not unreasonably interfere with general public's enjoyment of other facilities.
- B. The proposed use will not interfere with public health, welfare, or safety.
- C. The proposed use is not unlawful.
- D. The proposed activity will not entail unusual, extraordinary, or burdensome expense to the City of Dana Point or involve excessive police operations.
- E. The facility has not been previously reserved.
- F. The necessary fees have been paid.

V. The Rules and Regulations

- A. If additional City of Dana Point personnel are required, due to the nature of the rental, staff costs shall be paid by applicant in addition to the rental fee.
- B. Any group using the facilities outside of the established times of normal operation (8 am - 10 pm), shall pay \$10.00 for each hour, or any part thereof, in addition to the regular rental fee.
- C. It is understood the renter shall be responsible for cleaning the facility and equipment unless otherwise provided for in the Facility Use Agreement.
- D. For groups using the lighted ballfields, City ordinance stipulates that the lights must be turned off no later than 10:00 p.m., at Del Obispo Park.
- E. No permit for use of the building or grounds shall be granted for a period exceeding six months.
- F. Any cancellation of scheduled facilities must be made, in writing, at least ten (10) working days prior to the scheduled event. Applicants canceling thereafter shall be refunded only one-half their deposit.
- G. Depending on the nature of the rental, security officers (uniformed or plain clothes according to conditions), may be required. The cost of such shall be borne by the group or organization sponsoring the activity.
- H. Due to the floor surface in the gymnasium, no food, drinks or shoes with a high heel will be allowed. When renting this room please notify your guests of this regulation.
- I. Under no circumstances will equipment be removed from the facility, except with the written approval of the Recreation Manager.
- J. The Community Center is available to reserve from 8:00 a.m. to 10:00 p.m., Monday through Sunday.
- K. Repeat reservations of any group will be contingent upon care of property and observance of rules and regulations.
- L. The City of Dana Point reserves the right to limit the hours of use of the Community Center or ball fields.
- M. The City of Dana Point reserves the right to cancel or reschedule any confirmed reservation or use as necessary to accommodate City events or programs, facility maintenance, and unforeseen circumstances or emergencies. When

appropriate, a mutually- Where no alternate date is agreed-upon, the applicant may be entitled to receive a full refund of the reservation fees.

- N. No alcoholic beverages are allowed on City property.
- O. If decorations are planned for any activity, prior approval must be given by the City of Dana Point Community Services Dept. No staples or tape will be allowed on painted surfaces.
- P. It is the policy of the City of Dana Point that no non-City sponsored dances take place at City facilities.
- Q. Applicant must comply with all City ordinances and regulations related to the use of City facilities as well as City, County, State and Federal law.
- R. Fires, floods, earthquakes, and other natural disasters may not be considered the responsibility of the City of Dana Point. The results of "acts of God" may not be charged against the City of Dana Point.

VI. Responsibility of Renter

Any loss, damage, or injury sustained by the City of Dana Point, or to any person as a result of the activities related to the rental, shall be the responsibility of the person(s)/organization(s) to whom the permit is issued. All renters are required to provide the City of Dana Point with a certificate of liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; along with an additional insured endorsement listing the City of Dana Point, its employees, officials and agents listed as additional insureds, and stating that the insured's insurance is primary and non-contributory with the City's insurance. There shall be no cross liability exclusion for claims or suits by one insured against the other. The insurer must have a current A.M. Best's rating of A- or better and a financial size of VII or greater, unless otherwise acceptable to the City. Renters may utilize private insurance or purchase low cost Special Event insurance through the City of Dana Point. The City's approval of insurance documents is required prior to the City's approval of the applicant's requested Facility Use. If you would like to purchase insurance through the City please complete the Rental Special Event Insurance form and Insurance Credit Card authorization form, if paying by credit card for the insurance.

VII. Appeal

An appeal regarding the facility use rules and regulations may be made in writing to the City of Dana Point Deputy Director of Community Services.

VIII. Fees and Charges

- A. A \$50.00 deposit, or the price of the room rental (whichever is less), is required at the time the reservation is made in order to reserve the desired date. This deposit does not apply to on-going, long-term rentals.
- B. All fees, less the deposit if previously paid, must be paid in full at least ten (10) working days prior to the event.
- C. A refundable security deposit, as shown in Exhibit A, may be assessed to groups that fall into categories "A", "B", "C" and "D" depending on the nature of the event. This deposit is based on the type of event being held. A refundable security deposit will be required for Category E and groups over 200 people.

IX. Refunds

Security deposits will be refunded within ten (10) working days after the date of use of the facility, if the facilities have been left in the condition they were prior to the rental. If, however, extra maintenance costs and damage are incurred by the City of Dana Point, the amount of these costs will be deducted from the deposit and the balance will be refunded within 45 days.

X. Rental Priority

Priority use for City facilities is as follows:

1. City sponsored or co-sponsored programs.
2. Local youth programs, which are open to all applicants, serving the City of Dana Point.
3. Local youth and adult organizations and groups whose membership consists of at least 50% City of Dana Point residents.
4. Residents of the City of Dana Point.
5. Merchants whose businesses are located in the City of Dana Point, or non-profit organizations who serve the City of Dana Point.
6. Non-resident organizations.
7. Non-resident individuals.

XI. Resident Fund Raising Organizations or Groups

Any requests for a reduction or waiver of fees shall be covered under the City Council Policy for fee reductions or waivers.

XII. Revocation

The City of Dana Point has the authority to revoke a permit upon finding a violation of any provision of the facility use rules and regulations.

XIII. Room Occupancy

Room	Theater Seating	Dining Seating
A	N/A	N/A (Room A is utilized for a dance or exercise room only, no tables/chairs are allowed.)
B	N/A	57
C	60	35
Gym	500	300



FACILITY USE AGREEMENT APPLICATION

(Community Center/Ballfields)

Applicant's Full Name: _____

Organization Name: *(If applies)* _____

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Day Phone: _____ **Cell Phone:** _____ **E-mail Address:** _____

Type of Event: _____

Expected Attendance: _____ **% of Dana Point Residents:** _____

Equipment Requested: *(Room Rentals Only)* **Chairs** **Tables** **Other** _____

Room or Ballfield Name: _____

Single Usage Date Request:

Day of Week _____ **Date** _____ **Month** _____ **Year** _____

(Be specific with your set-up, event time and end/completion time request listed as follows):

Set-Up Time: _____ **Event Start Time:** _____ **Event End Time:** _____ **Clean-Up Ends:** _____

Multiple Usage Date Request:

Day of Week _____ **Date** _____ **Month** _____ **Year** _____ **Times** _____ **am/pm to** _____ **am/pm**

Day of Week _____ **Date** _____ **Month** _____ **Year** _____ **Times** _____ **am/pm to** _____ **am/pm**

Day of Week _____ **Date** _____ **Month** _____ **Year** _____ **Times** _____ **am/pm to** _____ **am/pm**

Day of Week _____ **Date** _____ **Month** _____ **Year** _____ **Times** _____ **am/pm to** _____ **am/pm**

Day of Week _____ **Date** _____ **Month** _____ **Year** _____ **Times** _____ **am/pm to** _____ **am/pm**

AGREEMENT, WAIVER AND RELEASE

Please read and sign the following:

Applicant/Renter shall indemnify, defend, and hold harmless the City of Dana Point, 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 use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Dana Point, its officers, employees, or agents. Applicant/Renter shall procure and maintain general liability insurance against 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 Applicant/Renter's use or occupancy of the City of Dana Point's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the City of Dana Point, its officers, employees, and agents as additionally insureds prior to the rental date of the Facility. Applicant/Renter shall file certificates of such insurance with the City of Dana Point, which shall be endorsed to provide thirty (30) days' notice to the City of Dana Point of cancellation or any change of coverage or limits. Applicant/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 use or occupancy of the City of Dana Point's facilities and adjoining property to the City of Dana Point Recreation Manager, in writing and as soon as practicable. Applicant/Renter waives any right of recovery against the City of Dana Point, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Applicant/Renter waives any right of recovery against the City of Dana Point, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the Facility and adjoining property, even if the City of Dana Point, its officers, employees, or agents seek recovery against Applicant/Renter.

I hereby certify that I have read, understand and agree to abide by ALL of the City of Dana Point's rules, regulations, conditions, and terms of site usage as documented in the Facility Rules & Regulations. By signing this I acknowledge my comprehension of the stipulations of site use and of the application/permitting process. I further certify that I/or the Applicant, whom I represent, will abide by these terms and to all other directives of the City of Dana Point and its authorized agents, which may be communicated. I am aware that this is a release of liability and contract between the City of Dana Point, its officers, employees and agents, and myself, and I sign it of my free will. I understand that submittal of this application does not guarantee approval of my application.

Applicant's Signature: _____ **Date:** _____

Application * & Deposit Received _____ Amount Rec'd _____ Cash Check Credit Card Other _____

Final Payment Rec'd _____ Amount Rec'd _____ Cash Check Credit Card Other _____ Insurance Req. Rec'd _____ Date _____

CITY OF DANA POINT RECREATION

FEE SCHEDULE FOR COMMUNITY CENTER & BALLFIELDS

CATEGORY	RESIDENT NON-PROFIT A		RESIDENT PRIVATE B		NON-RESIDENT NON-PROFIT C		NON-RESIDENT PRIVATE D		COMMERCIAL E	
	Per Hour	Per Event	Per Hour	Per Event	Per Hour	Per Event	Per Hour	Per Event	Per Hour	Per Event
ROOM										
Gymnasium	\$60	\$375	\$120	\$365	\$150	\$750	\$165	\$800	\$180	\$875
1/2 of Gym (Stage)	\$50	\$250	\$80	\$375	\$100	\$500	\$115	\$530	\$130	\$565
1/2 of Gym (Office)	\$30	\$160	\$50	\$220	\$70	\$290	\$80	\$330	\$90	\$375
Room * A, B, C	\$20		\$30		\$40		\$50		\$60	
1/2 Room B	\$10		\$15		\$20		\$25		\$30	
Kitchen	\$20		\$30		\$40		\$50		\$60	
Athletic Fields	\$10 per Hour - 2 Hour minimum		\$100 per day if use in excess of 8 hours		Seasonal Use - \$500 per field 1 field maximum 15 weeks				Light fee \$20 per hour Field Prep fee \$20	

Note:

Youth sports groups are entitled to a 50% reduction in rental fees.

Staff Fee:

An additional \$10.00/hour will be charged if the building is staffed before 8:00am or after 10:00pm

Set-Up:

Set-up fee when *entire facility* is rented is **\$100.00**

A set-up fee may be charged for groups over 50 people.

***Room A:** Room A usage for dance, exercise or other activities not requiring tables and chairs.

Security Deposit:

A refund security deposit will be assessed to groups that fall into categories "B", "D" and "E" and maybe charged for categories "A" and "C". This deposit is based on the type of event being held. A party for 200 people or more will be charged a refundable security deposit of \$300.00 at the time of reservation. A security deposit of \$100.00 will be charged a group of less than 200 persons. Finally, a group renting a room for use as a luncheon will be charged a security deposit of \$50.00 for the event. The City reserves the right to deny any group rental of the facility based on a prior rental problem. Security deposits will be returned to the issuer within ten (10) working days after the event if the facility is left in the same condition it was in when the renter arrived. If, however, extra maintenance costs are incurred by the City of Dana Point, the amount of these costs will be deducted from the deposits.

City of Dana Point Park Rental/Special Event Insurance

The City of Dana Point provides low-cost Special Event Insurance for short term events including wedding ceremonies, park rentals, birthday parties and other special events. The cost of Special Event Insurance varies based on the number in attendance as well as the type of event that is requiring coverage.

Your insurance certificate/s will be mailed or e-mailed directly to you, and another will be forwarded to the Recreation Department and/or Community Development for their files. Please keep a copy of the Insurance Certificate along with the Use Agreement with you the day of the event.

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ E-mail: _____

Event Date: _____ Event Type: _____

Start Time: _____ End Time: _____

Event Location: _____

Expected Attendance: _____

No alcohol permitted at this event _____ (initial)

Please place a check mark next to each premium that applies to your event and calculate the total premium. All other events need a special quote.

____ Attendance 1-100	\$ 85.00	\$ _____
____ Attendance 101-500	\$ 119.00	\$ _____
Total event insurance premium		\$ _____

- Please include this completed insurance form when mailing back your completed park application.
- If you are paying by check or money order for insurance, please include a separate payment for insurance.
- If you are paying for your insurance with a credit card, please COMPLETE AND SIGN the credit card payment authorization form on the next page and return both pages with your completed park application to:

City of Dana Point, Attn: Park Rentals
34052 Del Obispo
Dana Point, CA 92629

For all questions: contact **Park Rentals (949) 248-3534**

**SPECIAL EVENTS PROGRAM
CREDIT CARD AUTHORIZATION
FOR EVENT INSURANCE ONLY**

EVENT INFORMATION:

Event Name: _____

Event Date (s): _____

Public Entity Name: _____

Event Premium: _____ (Event Premium must match Credit Card Total below)

PAYMENT INFORMATION:

Type of Credit Card: Master Card Visa

Credit Card Number: _____

Expiration Date: _____ (MM/DD/YY)

3 Digit Authorization Number: _____

Name on Credit Card: Please print legibly

Company Name: _____

Individual Name: Last: _____ First: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Credit Card Total: \$ _____ Credit Card Total must match Event Premium above

Cardholder Signature: _____ Date: _____

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Refund Policy:

All transactions on this program are non-refundable, as full payment is required prior to the event.

Alliant Use Only

Date Processed: _____

Premium Information Verified: _____