

**LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF RIVERSIDE
AND
RIVERSIDE COUNTY OFFICE OF EDUCATION**

This **LEASE AGREEMENT** ("Lease") is made and entered into this _____ day of _____ 2022, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and RIVERSIDE COUNTY OFFICE OF EDUCATION ("Lessee").

RECITALS

A. WHEREAS, City owns that certain property located at 2060 University Avenue, Riverside, California 92507, also known as the Cesar Chavez Community Center ("Community Center"), and utilizes the Community Center for office space from which various nonprofit corporations or associations may operate programs which benefit the citizens of the City of Riverside; and

B. WHEREAS, Lessee desires to use a portion of the Community Center consisting of approximately 693 square feet of classroom space known as Room 114 ("Property") for the purpose of providing educational classes for adult students Monday through Friday; and

C. WHEREAS, City is agreeable to said use subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **GRANT OF LEASE.** City hereby grants to Lessee the use of the Property as is generally depicted in **Exhibit "A,"** which is attached hereto and made a part hereof by this reference.

2. **FEES AND DEPOSITS.** The following fees and deposits shall be paid by Lessee to City at the time this Lease is executed by Lessee and submitted to City for processing:

- a. A non-refundable processing fee of Twenty-Five Dollars (\$25.00).
- b. A refundable security deposit of Seven Hundred Fifty Dollars (\$750.00).
- c. A refundable deposit of Thirty-Five Dollars (\$35.00) per key to the Property.

3. **TERM.** The term of this Lease shall commence on July 1, 2022 ("Commencement Date"), and terminate on June 30, 2023, with the option to extend for four (4) additional one (1) year periods unless this Lease is earlier terminated pursuant to the provisions contained herein.

4. **USE OF PROPERTIES.** The Property shall be used solely for the purpose of administering and providing services to a target area within the boundaries of University Avenue

to the north, Chicago Avenue to the east, Victoria Avenue to the west, and Martin Luther King Avenue to the south, in the City of Riverside. Such use shall not interfere with the primary function of City's use of the Community Center. Lessee shall be subject to the following terms and conditions:

- a. **All additional requests for use of the Premises shall be mutually agreed upon by LESSEE and CITY.** LESSEE is strictly prohibited from transferring or subleasing its use and/or access to the Property to any third party; LESSEE is strictly prohibited from any action that is contrary to the permitted uses of the Property as set forth herein; any such action shall be grounds for immediate termination of this Lease. LESSEE shall not change the use of the Property to a purpose other than described in this Lease without obtaining the prior written consent of City, which consent may be withheld by City in its sole and absolute discretion.
- b. The Property shall be kept in a safe operating condition at all times, and Lessee hereby assumes all liability arising from any injury or damage to any person or entity caused by the exercise of the rights herein granted.
- c. Access to and use of the Property shall be limited to Lessee, its employees, invitees, agents, and contractors. City shall conduct quarterly inspections of the Property for cleanliness and any necessary repairs.
- d. Lessee shall keep the Property locked at all times.
- e. Lessee shall maintain the Property in a neat, clean, and safe condition at all times.

5. CONSIDERATION. As consideration for rent of the Property, Lessee shall pay the following to the City, if extensions to term of Lease are exercised after initial term of Agreement:

- a. \$365.80 per month from July 1, 2022 thorough June 30, 2023
- b. \$384.09 per month from July 1, 2023 thorough June 30, 2024
- c. \$403.29 per month from July 1, 2024 thorough June 30, 2025
- d. \$423.46 per month from July 1, 2025 through June 30, 2026
- e. \$444.63 per month from July 1, 2026 through June 30, 2027

6. NON-DISCRIMINATION. Except as provided in Section 12940 of the California Government Code, during Lessee's performance of this Lease, Lessee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression or sexual orientation in use of the Property during the term of this

Lease. Further, Lessee agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Lease.

7. **SUPERVISION.** Lessee shall be responsible for supervising and monitoring all activities on the Property, including control of access to the Property at all times, and monitoring and abating any nuisance that is caused, or may be caused, by Lessee or Lessee's use. Lessee shall ensure all restrooms are securely locked after Lessee's use.

8. **IMPROVEMENTS.**

- a. Any tenant improvements shall be subject to City standards.
 - b. Any alterations, improvements, or installation of fixtures by Lessee must have the City's prior written consent. Lessee must submit plans to the City before any such actions, and must comply with all City permits and requirements. City shall not unreasonably withhold its consent. Requests for alterations, improvements, or installation of fixtures shall be sent to 6927 Magnolia Avenue, 2nd Floor, Riverside, CA 92506, Attn: Parks, Recreation and Community Services Director.
 - c. All alterations, improvements, and fixtures shall become property of City and may not be removed.
 - d. Lessee shall be solely responsible for the repair, maintenance, and operation of any electrical and communications improvements installed by or on behalf of Lessee during or prior to the term of this Lease. Lessee shall surrender the Property by the end of the last day of the term or any earlier termination date, clean and free of debris and in good operating order, condition, and state of repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Lessee performing all of its obligations under this Lease. The obligation of Lessee shall include the repair of any damage occasioned by the installation, maintenance, or removal of improvements to the Property by Lessee.
 - e. Improvements to be completed by City and/or Lessee prior to the Commencement Date are as set out and incorporated herein by reference. Lessee understands that the Property is leased in its "as is" condition. However, City is to make repairs and/or replacements to HVAC, plumbing and electrical systems as necessary in order for said systems to be in good repair and operable condition at the Commencement Date.
9. **KEYS.** Lessee shall be issued two (2) keys to the Property at a cost of Thirty Five Dollars (\$35.00) per key. Any additional key shall cost Thirty-Five Dollars (\$35.00) per key. Lessee shall be responsible for all costs incurred to enter and re-key the Property in the event the keys are lost or stolen. All keys must be surrendered to City upon termination of this Lease.

10. **RIGHT OF ACCESS.** City shall permit access by Lessee and its employees and invitees to and from the Property for all purposes contemplated by this Lease, provided, however that no right of access to the Property shall be provided at such times the Community Center is not open to the general public. City's Park, Recreation, and Community Services Director ("Director") may change the hours the Community Center is normally open to the public at any time upon forty-eight (48) hours' prior written notice to Lessee. Currently, the Community Center's hours of operation are 8:00 a.m. to 6:00 p.m., Monday through Friday. The Community Center is closed to the general public on Saturday, Sunday, and holidays.

In the event Lessee desires access to the Community Center other than the times the Community Center is normally open to the general public, such access may be permitted subject to at least thirty (30) days' advance written notice to City. Lessee shall pay to City an after-hour use fee. The fee shall be based upon the costs associated with City's Park, Recreation and Community Services staff time and/or established by resolution of the City Council. Such fee shall be considered as additional payment due City hereunder. City shall receipt the receive the Facility Request Application (**Exhibit B**) and full payment thirty (30) days prior to the scheduled event.

11. **FLAMMABLES, WASTE AND NUISANCE.** Lessee agrees that it will not place or store or allow any placement or storage of any hazardous waste, hazardous material or flammable materials within the boundaries of the Property and/or Community Center, and that it will not commit any waste upon or damage to the Property and/or Community Center, nor suffer any to be done. Lessee also specifically agrees that it will not allow others to take such actions within the boundaries of the Property and/or Community Center. Lessee further agrees that it will keep the Property clean, free from rubbish and debris, and in a condition satisfactory to City in accordance with Section 7.
12. **HAZARDOUS SUBSTANCES INDEMNITY.** Lessee expressly agrees to and shall indemnify, defend, release and hold the City, its officers, officials, directors, agents, servants and employees harmless from any against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal or clean-up, and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorneys' fees, expert fees and court costs) in any way related to the disposal, treatment, transportation, manufacture or use of any Hazardous Substances on, in, under or about the Property by Lessee, its officers, directors, agents, servants or employees. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Lease.
13. **HAZARDOUS SUBSTANCES DEFINED.** Hazardous Substances shall mean any: (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to CERCLA, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the

Hazardous Waste Control Act, California Health and Safety Code ("H&SC") § 25100, et seq.; the Hazardous Substance Account Act, H&SC § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H&SC § 25249.5, et seq.; Underground Storage of Hazardous Substances H&SC § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H&SC § 25300, et seq.; the Hazardous Waste Management Act, H&SC § 25170.1, et seq.; Hazardous Materials Response Plans and Inventory, H&SC § 25001, et seq.; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance, or material, as now or at any time hereafter in effect; (b) substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes; (c) petroleum, crude oil, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and (d) polychlorinated biphenyls (PCB), radon gas, urea, formaldehyde, asbestos and lead.

14. UTILITIES/ CUSTODIAL/ MAINTENANCE. [Intentionally omitted].

15. COMMON AREA MAINTENANCE (CAM). [Intentionally omitted].

16. TAXES. Without admitting any liability, Lessee recognizes and understands that this Lease may create a possessory interest subject to Property's taxation pursuant to California Revenue and Taxation Code Section 107 and that Lessee may be subject to the payment of Property's taxes levied on such interest if such a determination is made by the Riverside County Tax Assessor or other government entity with the authority to make such determination. All taxes and assessments which become due and payable with respect to the Property, and any improvements thereon, shall be the sole responsibility of Lessee, and any such payments shall not reduce any payment due City hereunder.

If Lessee shall, in good faith, desire to contest the validity, the imposition, or the amount of any tax or assessment, or any other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so; provided, however, Lessee shall not permit or allow any lien to be placed or assessed upon the Property or any improvements thereon.

17. CITY'S RIGHT TO INSPECT. City shall have the right to inspect the Property and any improvements made thereto quarterly to ensure compliance with the terms of this Lease. Any repairs found necessary as a result of inspections are the responsibility of Lessee and shall be made promptly by Lessee, but in no event shall such repairs be initiated by Lessee later than ten (10) calendar days after receipt of written notification of the need for such repairs, and such repairs shall be completed within a reasonable time after receipt of such notification. Lessee shall be solely responsible for the cost of any repairs deemed necessary by the City.

18. FREE FROM LIENS OR CLAIMS. Lessee shall keep the Property free from any mechanics' or materialmen's liens or other liens of any kind or nature for any work done,

labor performed, or material furnished thereon at the insistence of or on account of Lessee, and Lessee further agrees to indemnify and save harmless City from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed, or materials furnished. The City at any time may post and keep posted on the Property appropriate notices to protect the City against the claims of any such persons, firms, or corporations.

19. **INSURANCE.** Prior to City's execution of this Lease, Lessee shall obtain and shall thereafter maintain during the term of this Lease, at Lessee's sole expense, such commercial general liability insurance as required to insure Lessee against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with or acting for or on behalf of Lessee.

- a. All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a liability rating of A or higher and a financial rating of at least VII.
- b. Lessee's commercial general liability policy shall cover both bodily injury (including death) and property damage (including, but not limited to, the Property's operations liability, products-completed operations liability, independent contractors' liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate.
- c. These minimum amounts of coverage shall not constitute any limitation or cap on Lessee's indemnification obligations under Section 21 hereof.
- d. Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Lease, for commercial general liability, shall be filed with City and shall include City, its officers, agents, and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following:

"It is agreed that the City of Riverside, and its officers, employees, and agents, are added as additional insureds under this policy."
- e. The policies shall not be cancelled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail.
- f. City, its agents and employees make no representation that the limits of the insurance specified to be carried by Lessee pursuant to this Lease are adequate to protect Lessee. If Lessee believes that any required insurance coverage is inadequate, Lessee shall obtain such additional insurance coverage as Lessee deems adequate, at Lessee's sole expense.

20. **NONINTERFERENCE WITH USE.** Lessee's use of the Property and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's operations. City shall at all times have access to the Community Center. The rights herein granted are not exclusive rights and in no way limit the use of City's use of the Community Center for purposes not inconsistent with the uses granted herein.

21. **INDEMNIFICATION.** Except as to the sole negligence or willful misconduct of City, Lessee shall protect, defend, indemnify, and hold City, its officers, agents, employees, and volunteers complete harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the Community Center or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, Lessees, invitees or guests, regardless of where the injury, death, or damage may occur, unless such injury, death, or damage is caused by the negligence or willful misconduct of City and/or its officers, employees, or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of Lessee or any of Lessee's officers, agents, employees, contractor, subcontractors, Lessees, invitees or guests. City shall give Lessee reasonable notice of any such claims or actions. Lessee shall use counsel reasonably acceptable to City in carrying out its obligations hereunder.

The parties expressly agree that any payment, attorney fee, cost or expense City may incur or makes to or on behalf of an injured employee under City's self-administered workers' compensation program is included as a loss, expense, or cost for the purpose of this section, and that this section shall survive termination of this Lease.

22. **ASSIGNMENTS.** This Lease is personal to Lessee, and Lessee shall not assign or transfer this Lease or any privilege thereunder, in whole or in part, and any attempt to do so shall void and shall confer no right on any third party.

23. **NON-POSSESSORY INTEREST.** No permanent or possessory interest shall accrue to Lessee in the Property by reason of this Lease or by exercise of the permission given and Lessee agrees to claim no such interest.

24. **GOVERNING LAW AND JURISDICTION.** Lessee agrees that in the exercise of its rights under this Lease, Lessee shall comply with all applicable federal, state, county, and local laws and regulations in connection with its use of the Property. The existence, validity, construction, operation, and effect of this Lease and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

25. **TERMINATION.** In addition to the other methods of terminating this Lease, as provided herein, this Lease may be terminated for any reason by City or Lessee, at any time, upon ninety (90) days' notice in writing.

Upon termination of this Lease in any manner provided in this Lease, the Property shall remain in its improved condition, including, but not limited to, all improvements, landscaping (personal property not applicable) existing on the Property at the time of termination, unless the City submits a written request to Lessee that some or all of the improvements be removed, in which case Lessee is given thirty (30) days to complete said removal of the improvements as identified by City. Should the City accept the Property with all improvements thereon, then such improvements shall become property of City.

If the Property is abandoned by Lessee for a period of two (2) months, all rights of the Lessee shall automatically terminate hereunder. Further, if Lessee fails to conform to the terms and conditions of this Lease, all of the Lessee's rights hereunder shall terminate.

No termination hereunder shall release the Lessee from any liability or obligation, which may have attached or accrued prior to or which may accrue as of the time of termination of this Lease.

26. **DAMAGE/ DESTRUCTION.** Lessee shall be responsible for any damages or destruction to the Property resulting from acts or omissions of Lessee's officers, agents, employees, invitees, or guests, and shall repair or compensate City for such damages or destruction and shall return the Property to City upon termination of this Lease, in the same condition as when received or following construction of any and all improvements, excepting reasonable wear and tear and damages by civil disorder, the elements, act of God, or any circumstances over which Lessee has no control.

27. **DEFAULTS/ REMEDIES.** Notwithstanding Section 25, Termination, above, if Lessee defaults on any payments due or any condition under this Lease and if Lessee remains in default for three (3) days after service of notice of such default, City, acting by and through its City Manager, may treat such default as a total breach of this Lease and thereupon declare this Lease terminated. In case of any other default upon the part of Lessee, City may give written notice of the same to Lessee and if the same shall not be corrected within ten (10) days after the giving of such notice or such longer period provided in said notice, City, acting through its City Manager, may treat such default as a total breach of this Lease and thereupon declare this Lease terminated.

If, after service of a notice of default, Lessee fails to cure such default within the time provided in said notice, City may at any time thereafter recover possession of the Property by any lawful means and remove Lessee or other occupants and any possessions thereof. If this Lease shall have been so terminated by City, City shall have the right to any other remedy or remedies provided by law.

City's failure to enforce any right or provisions of this Lease shall not be construed as a waiver of the right to do so without written notice by City of the intent to waive such right. City's waiver of any default by Lessee shall not constitute a waiver of any future

default or defaults in the absence of written notice of City's intent to waive such default.

28. **HOLDING OVER/ ABANDONMENT.** If Lessee fails to vacate the Property upon termination of this Lease, Lessee agrees to pay City a fee of One Hundred Dollars (\$100.00) per day for each day that Lessee occupies the Property beyond termination of this Lease.

Unless special arrangements have been made by the parties, any personal property left on the Property for two (2) months shall be deemed abandoned and the property of the City. Lessee shall reimburse City upon receipt from City of an invoice evidencing the cost of said removal, less any offsets, if any. Lessee agrees that City may dispose of the personal property without notice to the Lessee and without sale at a public auction. Lessee expressly waives the requirements of California Civil Code Section 1980, et seq., relating to the disposition of personal property remaining on the Property at the termination of a tenancy, and to the extent applicable, the provisions of California Code of Civil Procedure Section 1174.

29. **ENTIRE AGREEMENT.** This Lease embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this Lease. This Lease may only be modified or amended by the mutual consent of the parties in writing.

30. **NOTICES.** Service of any notices, bills, invoices, or other documents required or permitted under this Lease shall be sufficient if sent by one party to the other by United States mail, postage prepaid, and addressed as follows:

City:

City of Riverside Central
Cashiering
City Hall Plaza Level
3900 Main St.
Riverside CA 92522-0144

Lessee

Riverside County Office of Education
4383 Tequesquite Ave.
Riverside, CA 92502-0868
Phone (951) 826-6324

31. **SEVERABILITY.** Each provision, term, condition, covenant, and/or restriction, in whole or in part, in this Lease, shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Lease, is declared invalid, unconstitutional, or void for any reason, such provision or part therefor shall be severed from this Lease and shall not affect any other provision, term, condition, covenant, and/or restriction of this Lease and the remainder of the Lease shall continue in full force and effect.
32. **PARAGRAPH TITLES.** The paragraph titles of this Lease are: (i) inserted only for the convenience of the parties; (ii) are not intended to describe, limit, or otherwise affect the provisions in the portions of the Lease to which they pertain; and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Lease or in any way affect the agreement of the parties set out in this Lease.
33. **RESERVATIONS.** The Lease is subject to all reservations, restrictions, rights and rights-of-way of record.
34. **AUTHORITY.** The individuals executing this Lease and the instruments referenced herein each represent and warrant that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed on the date and year first written above.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: Susan Nelson
City Attorney

RIVERSIDE COUNTY OFFICE OF
EDUCATION, a California nonprofit
corporation

By: _____

Printed Name: Dr. Charles Newman

Title: Assistant Superintendent

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

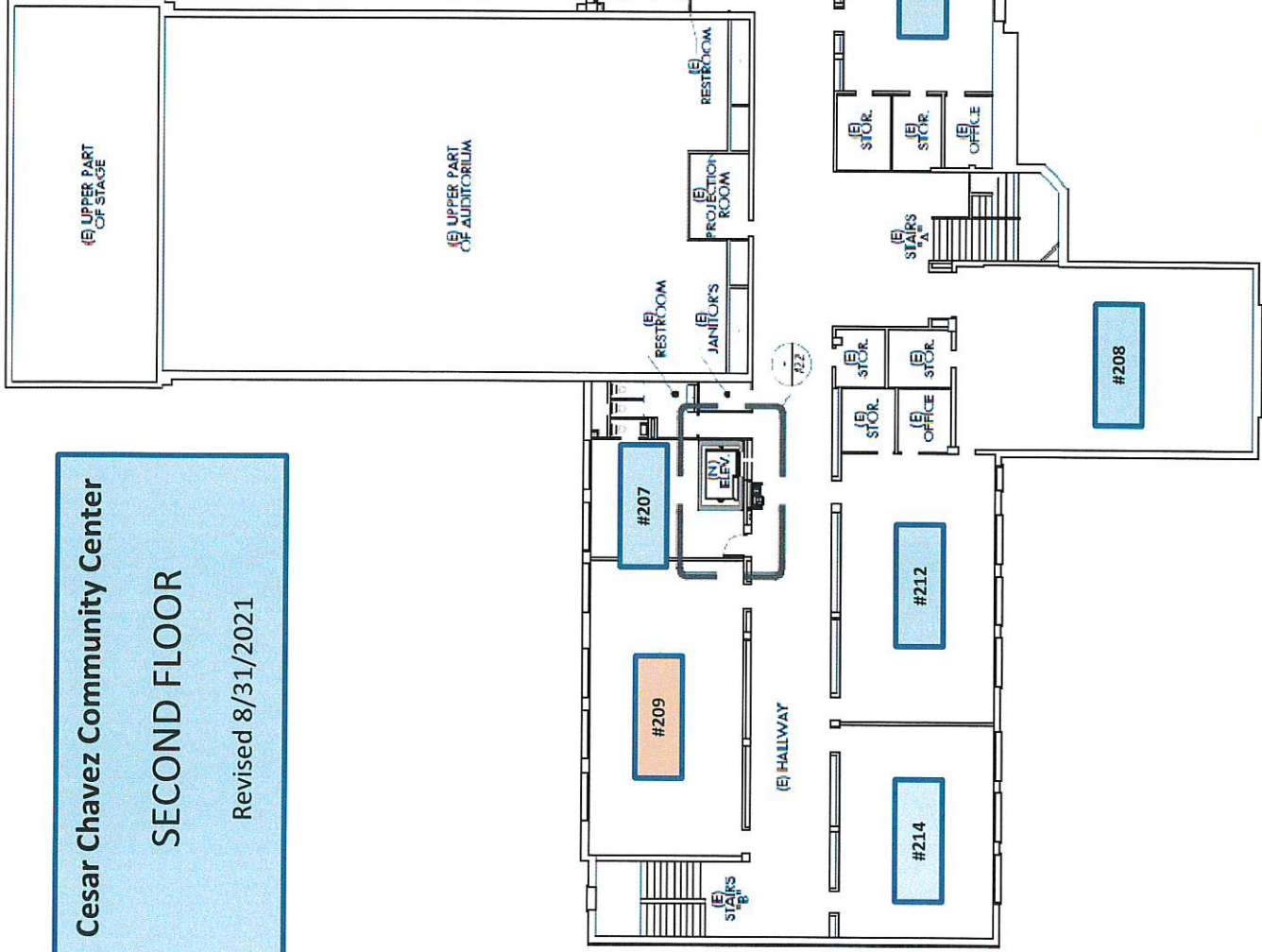
Cesar Chavez Community Center

SECOND FLOOR

Revised 8/31/2021

Room # Organization Sq. Footage

200	RAA	763
201	RAA	1246
202, 203, 204 & 206	RAA	731, 291, 682 & 1051
207	RAA	247
208	RAA	1222
209	FIELD	953
212	RAA	1047
214	RAA	720



Revised 8/31/2021

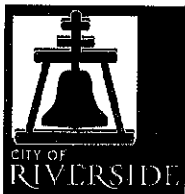
Cesar Chavez Community Center
FIRST FLOOR
 Revised 8/31/2021

The floor plan includes the following areas and rooms:

- Auditorium:** A large central hall with a stage area labeled "(E) STAGE" and a "Deleted - N.I.C." area marked with a red 'X' and a triangle containing the number 2.
- Community Room:** Located on the right side of the plan.
- Hallway and Rooms:** A central hallway labeled "(E) HALLWAY" connects to several rooms:
 - Room #113: Labeled "(E) CHASE-PLUMB."
 - Room #114: A storage area.
 - Room #116: Another storage area.
 - Room #117: Labeled "(N) BEV MACHINE ROOM".
 - Room #118: Labeled "(E) MEN'S RESTROOM".
 - Room #119: Labeled "(E) MAINTENANCE".
 - Room #120: Labeled "(E) OFFICE".
 - Room #121: Labeled "(E) OFFICE".
 - Room #122: Labeled "(E) OFFICE".
 - Room #123: Labeled "(E) OFFICE".
 - Room #124: Labeled "(E) OFFICE".
 - Room #125: Labeled "(E) OFFICE".
 - Room #126: Labeled "(E) OFFICE".
 - Room #127: Labeled "(E) OFFICE".
 - Room #128: Labeled "(E) OFFICE".
 - Room #129: Labeled "(E) OFFICE".
 - Room #130: Labeled "(E) OFFICE".
 - Room #131: Labeled "(E) OFFICE".
 - Room #132: Labeled "(E) OFFICE".
 - Room #133: Labeled "(E) OFFICE".
 - Room #134: Labeled "(E) OFFICE".
 - Room #135: Labeled "(E) OFFICE".
 - Room #136: Labeled "(E) OFFICE".
 - Room #137: Labeled "(E) OFFICE".
 - Room #138: Labeled "(E) OFFICE".
 - Room #139: Labeled "(E) OFFICE".
 - Room #140: Labeled "(E) OFFICE".
 - Room #141: Labeled "(E) OFFICE".
 - Room #142: Labeled "(E) OFFICE".
 - Room #143: Labeled "(E) OFFICE".
 - Room #144: Labeled "(E) OFFICE".
 - Room #145: Labeled "(E) OFFICE".
 - Room #146: Labeled "(E) OFFICE".
 - Room #147: Labeled "(E) OFFICE".
 - Room #148: Labeled "(E) OFFICE".
 - Room #149: Labeled "(E) OFFICE".
 - Room #150: Labeled "(E) OFFICE".
 - Room #151: Labeled "(E) OFFICE".
 - Room #152: Labeled "(E) OFFICE".
 - Room #153: Labeled "(E) OFFICE".
 - Room #154: Labeled "(E) OFFICE".
 - Room #155: Labeled "(E) OFFICE".
 - Room #156: Labeled "(E) OFFICE".
 - Room #157: Labeled "(E) OFFICE".
 - Room #158: Labeled "(E) OFFICE".
 - Room #159: Labeled "(E) OFFICE".
 - Room #160: Labeled "(E) OFFICE".
 - Room #161: Labeled "(E) OFFICE".
 - Room #162: Labeled "(E) OFFICE".
 - Room #163: Labeled "(E) OFFICE".
 - Room #164: Labeled "(E) OFFICE".
 - Room #165: Labeled "(E) OFFICE".
 - Room #166: Labeled "(E) OFFICE".
 - Room #167: Labeled "(E) OFFICE".
 - Room #168: Labeled "(E) OFFICE".
 - Room #169: Labeled "(E) OFFICE".
 - Room #170: Labeled "(E) OFFICE".
 - Room #171: Labeled "(E) OFFICE".
 - Room #172: Labeled "(E) OFFICE".
 - Room #173: Labeled "(E) OFFICE".
 - Room #174: Labeled "(E) OFFICE".
 - Room #175: Labeled "(E) OFFICE".
 - Room #176: Labeled "(E) OFFICE".
 - Room #177: Labeled "(E) OFFICE".
 - Room #178: Labeled "(E) OFFICE".
 - Room #179: Labeled "(E) OFFICE".
 - Room #180: Labeled "(E) OFFICE".
 - Room #181: Labeled "(E) OFFICE".
 - Room #182: Labeled "(E) OFFICE".
 - Room #183: Labeled "(E) OFFICE".
 - Room #184: Labeled "(E) OFFICE".
 - Room #185: Labeled "(E) OFFICE".
 - Room #186: Labeled "(E) OFFICE".
 - Room #187: Labeled "(E) OFFICE".
 - Room #188: Labeled "(E) OFFICE".
 - Room #189: Labeled "(E) OFFICE".
 - Room #190: Labeled "(E) OFFICE".
 - Room #191: Labeled "(E) OFFICE".
 - Room #192: Labeled "(E) OFFICE".
 - Room #193: Labeled "(E) OFFICE".
 - Room #194: Labeled "(E) OFFICE".
 - Room #195: Labeled "(E) OFFICE".
 - Room #196: Labeled "(E) OFFICE".
 - Room #197: Labeled "(E) OFFICE".
 - Room #198: Labeled "(E) OFFICE".
 - Room #199: Labeled "(E) OFFICE".
 - Room #200: Labeled "(E) OFFICE".

EXHIBIT "B"

FACILITY REQUEST APPLICATION



City of Riverside
Parks, Recreation and Community Services Department (PRCSD)
FACILITY RESERVATION APPLICATION (FRA) - Part 1

Please print legibly in ink.

This is an application only and is not an approved permit for facility rental.

APPLICANT INFORMATION

Applicant Name: _____
Organization: _____
Street Address: _____
City: _____ Zip: _____ DOB: _____
Primary Phone: _____
Secondary Phone: _____
E-Mail: _____
Non-Profit Tax ID 501(C)(3) #: _____

DAY OF EVENT CONTACT

Event Contact Name: _____
Relationship: _____
Address: _____
City: _____ Zip: _____
Cell Phone: _____
Secondary Phone: _____
E-Mail: _____

RESERVATION INFORMATION

Park: _____

Field(s)/Room(s): _____

Single Use

Day of Week: ☐ SUN ☐ MON ☐ TUE ☐ WED ☐ TH ☐ FRI ☐ SAT

Date: _____

Set-Up Time: _____ am/pm to _____ am/pm

Event Time: _____ am/pm to _____ am/pm

Clean-Up Time: _____ am/pm to _____ am/pm

Minimum one (1) hour clean-up time required.

Recurring Use (indicate dates below & times in column to the left)

☐ Daily ☐ Weekly ☐ Monthly

Jan _____	July _____
Feb _____	Aug _____
Mar _____	Sep _____
Apr _____	Oct _____
May _____	Nov _____
Jun _____	Dec _____

EVENT INFORMATION

Event Type: _____ **Total Number of Guests:** _____

Kitchen: ☐ Yes ☐ No

Kitchen will be reserved for the duration of the rental.

The applicant is responsible for ensuring caterer has a City of Riverside Business Tax Certificate and a valid health permit.

If applicant is reserving a catering kitchen AND cooking on site, a County of Riverside Health Permit is required.

INDICATE 'YES' OR 'NO' FOR EACH OPTION BELOW

ALL ARE SUBJECT TO INSURANCE AND/OR SECURITY REQUIREMENTS

Open to the Public: ☐ Yes ☐ No Amplified Sound: ☐ Yes ☐ No

DJ/Live Band ☐ Yes ☐ No Vendors: ☐ Yes ☐ No

Deliveries: ☐ Yes ☐ No Vendors Accepting Money: ☐ Yes ☐ No

Catered Food:* ☐ Yes ☐ No Admission Fee: ☐ Yes ☐ No

Inflatables: ☐ Yes ☐ No Marketing: *indicate type below* ☐ Yes ☐ No

of Inflatables: _____ (Add'l. \$20 fee per unit)

☐ Flyers ☐ Invitations ☐ Word of Mouth ☐ Social Media

☐ Other: _____

*Will require Health Permit and/or Food Handlers' Card

Alcohol Permit Request (Beer/Wine/Champagne Only)

Will alcohol be served at the event? ☐ Yes ☐ No

If you answered Yes, you will be responsible for providing a copy of Security Contract, Private Patrol Operators' License, and Guard Cards to the PRCSD at least two (2) weeks prior to event. Initial: _____

If you answered Yes, you will be responsible for providing a copy of Host Liquor Liability Insurance to the PRCSD at least two (2) weeks prior to event. Initial: _____

Event publications should not be distributed before an approved permit is issued. A copy of all advertising material (except invitations) must be submitted for approval to PRCSD prior to distribution.

If you answered Yes to any of the above, please explain below:

ELECTRICITY IS NOT PROVIDED AT PICNIC SHELTERS

CHOOSE YOUR PAYMENT OPTION: ☐ ENTIRE BALANCE ☐ AUTOMATIC MONTHLY INSTALLMENTS

☐ IN-PERSON MONTHLY INSTALLMENTS

SEE PAGE 2, SECTION 1 FOR DETAILS

Event Date: _____

Tentative Permit# _____

Approved Permit# _____

Facility Reservation Application • Rules and Regulations

I. RESERVATION AND PAYMENT

1. **Application** - Applicant or Day of Event Contact signing the Facility Reservation Application must be present during the event. Reservations are accepted up to 18 months prior to the date of the event. In addition to facility rental fees, applicant is responsible for costs of additional City Staff and/or resources assigned to the event. The number of Staff is determined by the type of event, attendance, and security needs. The number of Staff assigned is at the sole discretion of the Parks, Recreation and Community Services Director or designee.
2. **Fees** -
 - A) Applicant is responsible to pay the Down Payment, which is a minimum of three (3) hours of rental fees, plus security deposit and non-refundable processing fee, at time of application submission.
 - B) Alcohol fee will be charged and applied to permit if alcohol is to be served.
 - C) If applicant is reserving a picnic shelter, all fees must be paid at the time of application submission.
 - D) If applicant is reserving a facility for less than three (3) hours, all fees must be paid at the time of application submission.
 - E) All fees must be paid three (3) months in advance of the event. Failure to meet this deadline will subject the reservation to cancellation and forfeiture of any and all fees paid. Events scheduled less than three (3) months prior to the event date must be paid in full by credit card or money order.
3. **Security Deposit** - The required security deposit is due upon submittal of Facility Reservation Application and is not applied to the balance of rental fees. The security deposit will be refunded to the applicant identified on the Facility Reservation Application approximately 4-6 weeks after the event, provided the facility is returned to pre-event condition and no additional costs were incurred by the City for the event.
4. **Insurance** - Applicant may be required to obtain insurance for the event. Parks, Recreation and Community Services Department will determine if insurance is needed and notify the applicant. (Generally this consists of a \$1,000,000 general liability per occurrence and \$2,000,000 aggregate certificate that lists the City of Riverside as additionally insured).
5. **Special Event Permit** - Certain events require a Special Event Permit. Parks, Recreation and Community Services Department will notify the applicant if permit is required. If a Special Event Permit is required and is not obtained at least three (3) months prior to the event, the reservation is subject to cancellation.
6. **Event Security** - Security is required for events open to the public as deemed necessary or private rentals of 100 people or more. Security will be required at the ratio of 1 officer: 100 participants. Security must be obtained from the Riverside Police Department or be a Parks, Recreation and Community Services Department approved provider. **Security will be required for amplified sound, and/or alcohol services at event regardless of attendance number.**

II. SET-UP PRIOR TO EVENT

1. **Storage** - Storage or pre-staging of event items prior to the contracted start time is not allowed. This includes both personal as well as professionally delivered items.
2. **Set-Up Time** - Set-up time must be included in the rental period. Access to the site is not allowed prior to the approved start time listed on Facility Reservation Application.
3. **Pre-Event Inspection** - Applicant or Day of Event Contact is required to complete the pre-event inspection with a City Staff member prior to occupying the facility. This establishes the condition of the facility and equipment prior to applicant's event. Applicant or Day of Event Contact will be responsible to restore facility and equipment to the pre-event condition; failure to do so will result in loss of security deposit amount.
4. **Tables and Chairs** - Parks, Recreation and Community Services Department provides and sets-up tables and chairs for indoor rentals. Applicant may supply, at their expense, additional units if on site quantities are not sufficient, subject to Fire Department occupancy for the facility and intended use. Insurance from outside vendor is required.
5. **Decorations** - Decorations and other environmental enhancements must be free standing and cannot be attached to the facility or fixtures by any means. Removal of existing facility decorations or fixtures, if any, is not allowed.
6. **Signs** - Exterior signs are not allowed. Interior signs are allowed provided they are pre-approved by City Staff and are free standing.
7. **Prohibited Items** - Candles, smoke/fog machines, vape/e-cigarettes, barbeques, deep fryers, outdoor ovens, and glitter or confetti are not allowed. Additionally, sand, oil, powder or other foreign substances are prohibited from being spread at any Parks, Recreation and Community Services Department facilities.

III. RESPONSIBILITIES DURING THE EVENT

1. **Occupancy Limits** - The maximum number of participants for the facility cannot be exceeded. City Staff will restrict access to the event once room capacity has been reached.
2. **Supervision of Minors** - All minors must be adequately supervised at all times and are required to be in the appropriate rental area(s). Chaperones must be at least 21 years of age. City guidelines for the supervision of minors are; 1 adult: six minors ages 1-5 years; 1 adult: 15 minors ages 6 - 12 years; 1 adult: 20 minors ages 13 - 17 years. If supervision is deemed inadequate by City Staff on site, to ensure the safety of patrons and the preservation of City resources, additional Staff may be added per the supervision ratios identified above at the applicant's expense.
3. **Responsible Party** - The applicant and/or the applicant's organization have primary responsibility for the conduct and safety of all participants at the event. Any additional actions required by the City to maintain lawful conduct, safety of event participants and/or the protection of City property, will result in additional charges to the applicant or applicant's organization, and may result in termination of event.

IV. RESPONSIBILITIES AFTER THE EVENT

1. **Clean-Up Time** - Clean-Up time must be included in the approved rental time and must be at least one (1) hour. Any additional time required beyond the time identified in the contract will be billed to the applicant at the rate of 1.5 times the applicable hourly rental rate.
2. **Cleaning Tasks** - Applicant is responsible for completing all cleaning tasks as needed. The Department will provide all customary cleaning supplies. Cleaning tasks are defined as, but not limited to:
 - A) Placing all trash in proper receptacles; additional trash bags are available as needed.
 - B) Floors must be swept and countertops wiped clean.
 - C) Kitchen, if applicable, must be returned to pre-event condition.
 - D) All event decorations and personal property must be removed from the facility.
3. **Post-Event Inspection** - Applicant or Day of Event Contact (same person who completed the Pre-Event Inspection) is required to complete the Post-Event Inspection condition of the facility and equipment.
4. **Pre & Post Inspection Evaluations** - Applicant will incur any additional costs to reinstate to the pre-event inspection condition of the facility and related equipment for damages caused by applicant's event.

V. ADDITIONAL ITEMS

1. **Smoking/Vaping** - Smoking and vaping are prohibited and unlawful at any City facility including parking lots, trails and athletic fields; Riverside Municipal Code 9.08.140
2. **City Initiated Actions** - The City reserves the right at its sole discretion to cancel a reservation at any time for:
 - A) False or misleading information on Facility Reservation Application.
 - B) Failure to pay fees when due.
 - C) Failure to comply with any safety directive of a City representative.
 - D) Failure to abide by the Alcohol restrictions.
 - E) Failure of event participant(s) to abide by any safety or liability restrictions that may be violated before or during the event.
3. If a natural disaster, scheduling conflict, or other issues arise impacting the site or time requested of event, one of the following will occur: all refundable monies may be returned or credited, an alternative location may be provided, or the event may be rescheduled.
4. **Outdoor rentals** - Outdoor rentals may be credited or rescheduled due to inclement weather.
5. **Ongoing Rentals** - Ongoing/recurring rentals at pools, ball fields or any indoor facility must be reserved at least three (3) months at a time and pay one month in advance to guarantee dates. Subject to same Cancellation Policy.
6. **Discrimination** - For all events open to the public, the applicant agrees not to deny any participation to a qualified person on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, or any other characteristic protected under applicable federal or state law.
7. All Riverside Municipal Codes are available on the City of Riverside website for your review.

Facility Reservation Application · Part 2

1. **Payment Plan** - Applicant has three (3) options to pay permit in full:
OPTION 1 - Pay entire balance at the time of Facility Reservation Application submittal.
OPTION 2 - Enroll in Automatic Monthly Installments. Credit card left on file will be charged monthly, starting 30 days after Facility Reservation Application submittal and finishing three (3) months before event date. Monthly payment is the remaining balance, after Down Payment is paid, divided by the number of months left between the first payment and three (3) months before the event date.
OPTION 3 - In-Person Monthly Installments. Applicant must go to event venue site monthly, starting 30 days after Facility Reservation Application submittal and finishing three (3) months before event date. Monthly payment is the remaining balance, after Down Payment is paid, divided by the number of months left between the first payment and three (3) months before the event date.
2. **Cancellation Policy** - A cancellation request must be submitted by the applicant to the Parks, Recreation and Community Services Department. *Processing Fee not included in any option below.*
 - A) 6 months prior to event - all fees returned
 - B) 180 - 91 days - 100% of Down Payment withheld
 - C) 90 - 61 days - 50% of all fees paid withheld
 - D) 60 - 31 days - 75% of all fees paid withheld
 - E) 30 - 15 days - 90% of all fees paid withheld
 - F) 14 - 1 day (s) - 100% of all fees paid withheld
3. **Alcohol** - An Alcohol Permit is required to serve/consume alcohol. An additional alcohol permit fee will be charged. The event must also abide by the following:
 - A) Consumption must be inside the facility and cease one (1) hour prior to the beginning of clean-up; or 11:00 p.m., whichever is earlier.
 - B) Alcohol cannot be served for more than six (6) hours at any event.
 - C) Alcohol is restricted to only beer, wine, and champagne, no hard liquor.
 - D) No persons under 21 years of age are allowed to drink or serve alcohol.
 - E) Services or consumption of alcohol by minors will result in immediate termination of event, loss of deposit and subject to citation from Riverside Police Department.
 - F) Alcohol must be served in non-glass containers.
 - G) An ABC License and Host Liquor Liability insurance are required to sell any alcoholic beverage.
 - H) A security guard must be present during Event Time.
 - I) Alcohol must be provided by the applicant and not the guests.
 - J) If applicant is under 21 years of age AND serving alcohol at event, a Co-Signer, 21 years or older is required:

Name: _____ DOB: _____ Signature: _____

4. **I have reviewed, and upon request have received, a copy of the Facility Reservation Application additional Rules & Regulations.** INITIALS: _____
5. **Acknowledgement of Conditions** - I understand that I am submitting a Facility Reservation Application and that an approved reservation is not granted until I receive an approved facility permit from the City. I also understand that events shall be bound by all rules and regulations and applicable to all ordinances of the City of Riverside. The violation of any of the rules and regulations or falsifying any other provisions of the application shall be grounds for immediate revocation of permission to use City facilities as well as a basis for refusal of future permits to use City facilities. The applicant is responsible for loss, damage, or injury sustained by reason of negligence of the person(s) to whom permit is issued. Applicant agrees to hold harmless and indemnify the City of Riverside or agents and employees from any and all liability for injury to persons or property occurring as a result of the activity sponsored by the applicant. Said person(s) shall be liable to the City for any and all damage to parks, facilities, and buildings owned by the City which results from the activity of applicant or is caused by any participant in said activity or spectator at said activity.

Applicant Signature: _____ Date: _____