



PALMDALE  
PARKS & RECREATION

38350 Sierra Highway  
Palmdale, CA 93550  
661/267-5656  
Fax 661/267-5057

LARRY CHIMBOLE CULTURAL CENTER

## RULES AND REGULATIONS

The Center's Rules and Regulations contain most event-related requirements and are attached to the end of the Facility Use Agreement. This document is part of, and incorporated into the Facility Use Agreement. Please keep this document as reference to your event.

1. Smoking is strictly prohibited at all times in the Larry Chimbole Cultural Center.
2. Painting of any kind within the Chimbole Cultural Center is strictly prohibited. Renters may not glue, tack, drill, nail or in any way affix anything to any interior or exterior surface in the Center. The only tapes allowed are gaffer's tape or masking tape. **Duct Tape is not permitted.** All tape and tape residue must be removed at the conclusion of the event. Costs of removing tape/tape residue will be deducted from renter's security deposit.
3. Glitter, confetti, un-popped popcorn, uncooked rice, silly string, streamers and adhesive-backed (stick-on) decals are strictly prohibited and may not be distributed or used for any purpose within the Chimbole Cultural Center.
4. Renters are to have all proper licenses and permits required by the State of California, County of Los Angeles, and City of Palmdale.
5. All decorations must be fire-retardant in accordance with the Fire Code.
6. No equipment, tables, signs, displays, or other items can block or obstruct any emergency alarms, sprinkler valves, or sending stations.
7. Any person(s) other than facility personnel **will not** perform table set-up.
8. Eating and drinking are permitted only in designated rooms or areas.
9. Liquids are not allowed on the stage.
10. Unruly behavior such as shouting, profanity and horseplay is prohibited.
11. Specific permission is required to occupy any room or office.

12. Unless participating in a supervised activity, children seven (7) years of age or younger must be accompanied by a person 16 years of age or older at all times while in the facility. Renter and/or parents are responsible for the behavior of children in their group.
13. Open flames are not allowed.
14. Portable cooking equipment not flue-connected is permitted if equipment is fueled by small heat sources that can be readily extinguished by water, such as alcohol-burning and solid alcohol equipment. Proper precautions must be made to prevent ignition of combustible materials.
15. No oils, combustibles, or any liquids other than water may be poured in Chimbole Center drainage or sewer systems. No tools, machines, cookware, or other items may be emptied, washed, or rinsed in Chimbole Center restrooms. Cookware, dishes, utensils, etc., may not be filled from Chimbole Center restrooms.
16. Helium-filled balloons are allowed in the Chimbole Center only as part of a display, and must be securely fastened. Balloons may not be given out and must be used for décor only. Compressed gas cylinders used to inflate balloons must be properly secured to prevent toppling.
17. All live animals are prohibited, with the exception of guide and service animals.
18. The Chimbole Cultural Center has a “no tipping” policy. Renters are not allowed to give any gratuities, tips, or gifts of any kind to any employee of the Center.
19. **The Chimbole Cultural Center is not responsible for lost or stolen items.** Renters should not leave valuables or personal items (laptops, purses, cameras, briefcases, etc.) unattended in any unsecured area.
20. Renter shall comply with all laws whether federal, state or local, including all ordinances of the City of Palmdale, and all its rules, regulations and requirements and those of the Los Angeles County Sheriff and Fire Departments. Any individual or group using the Chimbole Cultural Center agrees to abide by and conform to all rules and regulations that may be adopted from time to time, including any and all alterations that might be imposed on the operational hours and use policies.
21. Any individual or entity intending on selling tickets, concessions, merchandise, or services before, during or after their event must obtain a City of Palmdale business license in accordance with Chapters 3.44 and 5.04 of the Palmdale Municipal Code.

22. Renter is responsible to instruct decorators, caterers, contractors and subcontractors to clean up after themselves and maintain a safe working environment.
23. In the event that the rented space is not vacated by the renter at the end of the period set forth in the Facility Use Agreement, the Chimbole Center shall move, at the expense of the renter, any and all goods, wares, merchandise and property of any and all kinds of description remaining in the rented space.
24. The Chimbole Center has the sole right to collect and have custody of articles left in the building by persons attending any event given or held in the building.
25. Furniture and equipment owned by the Chimbole Center normally used in public areas may not be removed or repositioned without written permission from the facility manager.

## **BOOKING POLICY**

### **FACILITY USE APPLICATION**

The Larry Chimbole Cultural Center requires submission of a Facility Use Application as a condition of accepting a booking. A client's credit history, financial stability, and performance under any prior facility use agreement(s), or other verifiable factor(s) may also be evaluated before accepting a booking.

Facility Use Applications are available at the Larry Chimbole Cultural Center front counter, 28250 Sierra Highway, Palmdale, California, 93550 (661) 267-5656. A security deposit must be submitted with the Facility Use Application before the reservation will be considered. No oral agreements for use of the LCCC shall be valid.

Unless otherwise specified on the application, the renter will not be permitted access to the building other than at the designated time.

### **INSURANCE REQUIREMENT**

The City of Palmdale requires that renters obtain a one million dollar liability limit per occurrence and a two million General Aggregate insurance policy. The certificate must name the following additional insured endorsements: The City of Palmdale, Palmdale Community Redevelopment Agency, Palmdale Civic Authority, Housing Authority, Airport Authority, Industrial Development Authority, their officers, agents, employees and volunteers. This may be purchased through the Palmdale Parks and Recreation Department at 38260 10<sup>th</sup> Street East, 661/267-56-11. Renters may also obtain insurance from their own agent.

## **BALLROOM REQUIREMENTS**

If alcohol is sold, the renter must have a caterer with a liquor license handle sales unless the renter is a non-profit group. Non-profit groups can obtain a one-day permit from the California Department of Alcohol Beverage Control. Private receptions that do not sell alcohol to their guests do not require a liquor license. For further information please see the Chimbole Cultural Center's Alcohol Beverage Policy section of this document.

Security guards are required if alcohol is being served, or if the facility manager determines that the nature of the event requires security. The typical security requirement is one guard per 100 guests. Security companies are listed in the yellow pages of the telephone directory.

## **SECURITY DEPOSITS**

A refundable clean-up and/or overtime deposit fee will be charged. The facility is to be cleaned and returned to its original condition after the event. Failure of the renter to do so will cause forfeiture of all or a portion of the refundable deposit fee, cancellation of the group's contract and denial of future use.

It takes approximately six to eight weeks after an event to receive security deposit refunds.

## **ADVERTISING**

Advertising/announcements shall not be made public prior to Facility Use Agreement approval of the by the facility manager. Advertising or announcements, including all marketing materials and collateral, passes and tickets must be pre-approved by the facility manager. Tickets may not be sold prior to approval of the Facility Use Agreement.

## **FLOOR PLANS**

Floor plans for Manzanita Ballroom and downstairs meeting rooms can be designed with the assistance of Chimbole Cultural Center staff. Blank and sample floor plans can be obtained from the Chimbole Center's front desk.

## **FACILITY USE AGREEMENTS ISSUED TO ADULTS**

Facility Use Agreements will be issued to an adult twenty-one years of age or older only.

## **RENTER RESPONSIBLE FOR ROOM CONTROL**

Facility Use Agreements are issued for specific areas and for specific hours. It shall be the responsibility of the renter to see that members of his/her group do not use unauthorized portions of the facility.

**Do not leave children unattended.** If your event is being held in the Manzanita Ballroom please keep children upstairs with you. Running up and down stairs and hallways and improper use of the elevator will not be tolerated. Parents are responsible for their children.

**RENTER RESPONSIBLE FOR OCCUPYING AND VACATING PREMISES ACCORDING TO THE TIME SPECIFIED**

The hours shown on the Facility Use Agreement will cover the entire time required for the renter to set-up, conduct the activity and clean-up. The facility must be vacated promptly at the conclusion of the time specified on the agreement. Occupancy prior to or beyond the time shown on the agreement will result in overtime rental and overtime personnel charges to the renter.

**FACILITY USE AGREEMENTS WILL NOT BE ISSUED UNDER THE**

**FOLLOWING CONDITIONS:** **Insufficient notice:** When Chimbole Center staff cannot be scheduled, facilities prepared or other conditions relating to such use cannot be completed in time between the date of the request and the date of the proposed event. **A minimum of one (1) week notice is required.**

**Hazardous activities:** When activities are of a hazardous nature that may endanger person or property.

**Prior circumstances:** When the renter has mistreated the facility or violated facility use policies during a previous occupancy.

**When event is publicized prior to approval:** When any event has been publicized prior to receiving approval for facility use.

**WARRANTIES**

Renter agrees, represents and warrants that nothing contained in the program performance, exhibition or in any other way connected with renter's activities under this agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, renter warrants that all programs, performances, concerts, etc., to be performed under the "Application" involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. Renter further agrees to indemnify, defend and hold harmless the City of Palmdale, its officers, agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty. Renter warrants that the event will be suitable for the audience and will not contain profanity, nudity, or adult themes and content.

### **INDEMINTY**

Renter shall indemnify, defend and hold harmless the City of Palmdale, and its officers, representatives and agents, from and against any and all legal claims, demands, or judgments arising out of, or in connection with, any act or omission of the renter and/or its officers, representatives and agents.

**CANCELLATION: Cancellation by renter:** Refund of fees shall be made when the facility user gives written notice of cancellation to the facility manager at least sixty (60) days prior to the date reserved for the Manzanita Ballroom and fourteen (14) days in advance for the downstairs rooms and Poncitlán Square. Failure to do so shall result in loss of fees and deposit.

**Cancellation by city:** Refund of fees may be made when the city cancels a permit for reason of public necessity or emergency use; or in the case the facility or any portion of the facility should be destroyed or damaged by fire or other cause.

**Conditions for cancellation by city may include:**

- 1. If the facility use application is found to contain false or misleading information.**
- 2. If the Palmdale Parks and Recreation Department finds that the use or proposed use will be detrimental to the health, safety, or the general welfare of the city, or to the efficient operation of the facility for the public welfare.**
- 3. Should any individual or group, members or guest, willfully or through gross negligence mistreat the equipment or facilities or violate any of the policies, rules, regulations, terms, and conditions established for use of the facility.**
- 4. Failure to notify the facility manager of cancellation of any date or dates covered by the Facility Use Agreement.**
- 5. If the renter defaults on or has not completed all conditions and requirements for use of the facility.**
- 6. In case the facility of any portion of the facility should be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, or act of military authorities shall render the fulfillment of the agreement difficult or impossible.**
- 7. If the facility is needed for public necessity or emergency use.**
- 8. Upon eight (8) days written notice to the renter.**

### **FORCE MAJEURE**

The city is not responsible for any event that is prevented, rendered impossible or infeasible by an act or regulation an any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or other cause beyond the control of the city. The city will not make any refunds for, or reschedule, any events canceled as a result of a force majeure.

**RENEWAL DATES FOR FACILITY USE AGREEMENTS CONTINUING USE BASIS**

Facility Use Agreements granted on a continuing basis must be renewed by December 1 and June 1 of each year and will be valid for a period of six (6) months only.

**FEES AND RENTAL PAYMENT: Rental Period:** The rental period for your event is specified on your Facility Use Agreement. The standard hours of operation are 12 pm to 6 pm Monday-Friday. Weekend (Friday, Saturday, Sunday) events must end by 12 am. Clean up must be complete by 2 am.

**Assignment:** The renter may not assign the facility or any rights under the Facility Use Agreement without prior written approval of the facility manager.

**Payment:** The LCCC accepts cash, business/personal checks, and major credit cards (Visa, and Master Card). Please make checks and money orders payable to the City of Palmdale.

**Two-hour minimum charge:** Fees are charged at an hourly rate with a two (2) hour minimum.

**Payment of fees for recurrent use:** An agreement for two dates or more on a regular basis requires payment of fees at least seven (7) calendar days prior to the date of use. The completeness and validity of the contract will not be recognized until such fees are submitted.

**Payment of fees for one-time use:** A one-time agreement requires that payment of the fee must be made at least thirty (30) calendar days prior to date of use. The completeness and validity of the contract will not be recognized until such fees are submitted.

**Permission to waive fees:** Fees may only be waived or reduced by the City Manager and/or their authorized representative.

**Religious groups:** Religious groups using city facilities must pay rental fees. The California Constitution forbids free use of government facilities for use by religious groups.

SEC. 5. Neither the Legislature, nor any county, city and county, township, school district, or other municipal corporation, shall ever make an appropriation, or pay from any public fund whatever, or grant anything to or in aid of any **religious** sect, church, creed, or sectarian purpose, or help to support or sustain any school, college, university, hospital, or institution controlled by any **religious** creed, church, or sectarian denomination whatever; nor shall any grant or donation of personal property or real estate ever be made by the State, or any city, city and county, town, or other municipal corporation for any **religious** creed, church, or sectarian purpose whatever; provided, that nothing in this section shall prevent the Legislature granting aid pursuant to Section 3 Article XVI.

**ROOM CHANGEOVERS**

Rooms under the Facility Use Agreement will include one (1) theater style, conference style or school room style set-up utilizing available inventory of tables, chairs, lecterns on a one (1) time set-up per day basis. Changeovers and revised room set-ups will be charged at the prevailing rate.

**DECORATION AND SET-UP TIME**

Decoration and set-up time is the time the facility is used prior to the start of a function. During this time the renter may decorate and/or prepare for the function.

**CLEAN-UP TIME**

Clean-up time is when the event ends. All programs and/or performances end, and clean up starts. At the end of the clean-up time all attendees are required to leave the facility.

**BALLROOM KITCHEN**

When the Chimbole Center table service (dishes) is used, the center requires a center staff person be present for the purpose of issuing table service and ensuring that table service is cleaned and replaced in its designated location.

**EQUIPMENT INVENTORY/RENTAL**

The Center is equipped with an inventory of tables and chairs to meet most requirements. Additionally, the Center also has an inventory of special items (dance floor, projection system, podium, coffee pots, etc.) available. Tables and chairs are included with your room rental; other items are available for rent. For additional information on rates and availability see the Chimbole Cultural Center front desk staff.

**The facility manager shall decide upon all policies, rules, and regulations not expressly provided herein.**

**ALCOHOL BEVERAGE POLICY**

**ALCOHOLIC BEVERAGES ARE ONLY ALLOWED IN THE MANZANITA BALLROOM.**

**PRIOR APPROVAL REQUIRED**

Alcoholic beverages are prohibited unless prior approval has been obtained from the facility manager. At no time can anyone under age 21 consume an alcoholic beverage in the facility or on the grounds. If a minor is observed drinking, the event will end immediately and the deposit will be forfeited.

**EVENTS HONORING A MINOR**

Alcoholic beverages are not permitted at events honoring a minor.

**COMPLIANCE REQUIRED**

Persons under 21 years of age shall not be served alcoholic beverages nor be permitted to consume alcoholic beverages in accordance with state laws and the

regulations of the California Department of Alcohol Beverage Control. Violators are subject to criminal prosecution, and reported violators will be denied approval for subsequent requests to serve alcoholic beverages at the Chimbole Center.

**PERMIT REQUIREMENTS FOR SERVING ALCOHOLIC BEVERAGES** If beer, wine (champagne), or hard liquor is served at a social function **without charge**, a permit from the ABC (Department of Alcohol Beverage Control) is **not** necessary.

1. If beer, wine (champagne), or hard liquor is sold\* at a social function by an organized group or club (non-profit, civic, political, church, fraternal, company social club), the renter must choose one of the following:  
Either a licensed (type 58) caterer must serve the beverages; or A temporary permit must be obtained from the ABC.
2. If the renter does not represent an organized group or club, and beer, wine or hard liquor is sold\* a licensed (type 58) caterer must be hired.

\*For the purpose of this policy, “sold” is defined as drinks that a person pays for by the use of money, admission price, tickets, or any other “token” of value.

All permits must be submitted at least ten (10) days prior to your event.

To obtain ABC permits;

The applicant can find instructions as well as download the appropriate forms from: <http://www.abc.ca.gov>

Fill out the forms and submit with the appropriate license fees to:

State of California Department of Alcohol Beverage Control 6150 Van Nuys Boulevard, Room 220 Van Nuys, CA 91401 (818) 901-5017  
[VNY.Direct@abc.ca.gov](mailto:VNY.Direct@abc.ca.gov)

### **FOOD SERVICE POLICY**

The Primrose Room, located on the first floor, is equipped with a service counter and dumbwaiter for transferring food from the second floor kitchen. The second floor Manzanita Ballroom offers a fully equipped kitchen.

**CATERED FOOD SERVICE** : Facility users desiring professional food service must select a licensed caterer approved by Chimbole Cultural Center management. The caterer must have appropriate permits, insurances, and licenses. The applicant and caterer are responsible for complying with the Chimbole Cultural Center’s rules and regulations.

**POTLUCK SERVICE**: The criteria for potluck food service is as follows:

1. The renter is either a private party or a non-profit organization.

2. No charges are made, admissions collected, or donations solicited.
3. Food is prepared by those attending and is shared among members of a limited group. The event **cannot** be open to the general public.
4. Renter is required to furnish the city a certificate of insurance including bodily injury liability, property damage liability and product liability as described under Insurance Requirement.

PREPARED FOOD SERVICE Renter is required to furnish the city a certificate of insurance including bodily injury liability, property damage liability, and product liability naming the City of Palmdale as an additional insured in the amount of one million dollars.