

BREA LIONS SCOUT CENTER

401 S. Brea Blvd.

Brea, CA

Facility Use Policy



-REVISION-

081222

Facility Use Information

714.528.2312

REVISION HISTORY

Date	Change Summary
090104A	Original Release
021306	Revised pricing, changed deposit amount, changed liability insurance requirements, included City alcohol permit requirement, changed cancellation policy, and changed some text for clarification.
070907	Revised alcohol policy to permit selling of alcohol with prior Foundation approval, City approval and appropriate licensing. Clarified some deposit requirements.
020911	Eliminated separate key deposit, reduced deposit for small meeting rooms, added rental procedure and gave rental coordinator discretion on set up and clean up time.
091613	Changed Facility Reservations Coordinator's telephone number.
121716	Note added to application. No material change. No revision change.
081222	Extensive update including pricing, cancelation policy, warming kitchen use and addition of the non-discrimination policy.

Brea Lions Scout Center Facility Use Policy

I. DESCRIPTION OF FACILITY

The Brea Lions Scout Center (“Scout Center” or “Center” or “facility”) is an approximately 8,000 square foot historical building owned by the City of Brea and under long term lease to the Brea Lions Scout Center Foundation (“BLSCF” or “foundation”). The facility is located at 401 S. Brea Boulevard and consists of assembly/meeting rooms, craft room, banquet room, and a warming kitchen. All of these rooms are available for use in accordance with the terms of this Facility Use Policy ("Use Policy"), which is administered by the foundation for the benefit of the Brea Boy Scouts and Girl Scouts. The BLSCF is a non-profit 501(c)(3) charitable organization. All rooms listed have tables and chairs included and are for multi-purpose use:

- a. Room A/B – Projector and retractable screen, white board, flags; dining/conference capacity: 86, assembly capacity: 165
- b. Room C – Portable white board and flags; dining/conference capacity: 66, assembly capacity: 125
- c. Room D – Large conference table, white board; dining/conference capacity: 34, assembly capacity: 65
- d. Room E – No handicap access; Dining/conference capacity: 46, assembly capacity: 85
- e. Banquet Room – Adjacent to warming kitchen; dining/conference capacity: 70, assembly capacity: 151
- f. Craft Room – Indoor/outdoor carpet, open beam ceiling, approximately the size of the Banquet Room
- g. Warming Kitchen – Commercial sinks and tables, refrigerator, freezer, range, coffee maker and microwave oven

II. PURPOSE OF THE USE POLICY

The purpose of this Use Policy is to assure that the Center is operated in a manner that best serves the Boy Scouts and Girl Scouts and residents of the City of Brea. It is intended to ensure that the use of the facility is granted in a fair and equitable manner. Fees charged for the use of the facility are intended to recoup on-going maintenance and operation costs of the facility. City facilities are not to be used for personal and/or private gain.

III. DEFINITION OF TERMS

1. "Board of Directors" means the administrative body of the Foundation which runs the Scout Center.
2. "City" means the City of Brea, acting through its officials, representatives, agents, and employees.
3. "User" means an individual who or group which obtains a permit to use the Center pursuant to the terms of this Use Policy.
4. "Applicant" means an individual or group, which completes a Facility Use Application to use the Center pursuant to the terms of this Use Policy.
5. "Facility Use Permit" means a permit issued by the BLSCF upon approval of a Facility Use Application for use of the facility or some portion thereof by an applicant (approved copy of application).
6. "Facility Reservations Coordinator" ("Facility Coordinator" or "Coordinator") means the person empowered by the Board of Directors to process applications and make binding decisions regarding the application of fees, regulations and variances to rental agreements.
7. "Multiple Use" means three or more scheduled events in a six month period.

IV. GROUP PRIORITY RATING

1. An individual or group seeking permission to utilize the facilities at the Center will be classified in one of the following priority groups. These classifications are used to establish 1) priority of use, 2) applicability of a fee, and 3) amount of the fee, if any. The priority groups are as follows:

- A. **GROUP A:** Activities conducted and/or sponsored by Brea Scout groups or their leaders.
- B. **GROUP B:** Activities conducted by Scout groups or leaders from outside Brea.
- C. **GROUP C:**
 - i. **C-1-** Activities conducted by Brea Non-profits.
 - ii. **C-2-** Activities conducted by Non-profits outside Brea.
- D. **GROUP D:** Activities conducted by Business and Commercial organizations.
- E. **GROUP E:** Activities conducted by private individuals and groups.

2. Priority for use of the facility will be in alphabetical sequence, with Group A applicants receiving the highest priority and Group E applicants the lowest priority.

V. APPLICATION PROCEDURES

1. All applicants must complete a Scout Center Facility Use Application ("Application") and pay all applicable fees or deposits at the time of submitting the application.
2. The applicant shall be classified and assigned a Group in accordance with the definitions and priority rankings set forth in Section IV of this Use Policy.
3. Reservations for single events may be made no earlier than fifteen (15) months in advance.

4. Hours of operation are limited to Sunday through Thursday 7:30am - 11:00pm and Friday and Saturday 7:30am - 12:00 midnight. A half hour clean up is mandatory at the end of each event. Requests for alternate hours require special written approval and may be subject to additional fees.
5. Weekends are defined as beginning at 5:00pm on Friday and ending at 11:00pm on Sunday. Any reserved time that falls between this period of time shall be considered a weekend and will be charged weekend rate. Use on Thanksgiving Day, Christmas Day and New Year's Eve or Day may be charged weekend rates, at the discretion of the Facility Coordinator.
6. Upon approval of an application, a facility use permit will be issued authorizing the requested use of the facility. The Board of Directors may attach such conditions to the contract as it may determine necessary for the protection of the public health, safety and welfare and the Center facility. A facility rental contract may be drawn if the proposed use of the facility represents a departure from standard policy or a unique usage.
7. Applicants shall not transfer, assign, or sublet use of the Center or apply for use on behalf of another person or organization.
8. Applications shall be accompanied by a refundable security/cleaning deposit fees per the applicable fee schedule and, if applicable, proof of liability insurance consistent with the provisions of this Use Policy.
9. Use will be approved based on availability in accordance with priority rankings. In the unlikely event that two or more applications are submitted simultaneously for the same date, time and room(s), the applications will be processed according to priority rankings. Use may be denied and the application rejected for the following reasons:
 - A. That the Center is physically incapable of accommodating the proposed activity by reason of the nature of the activity or the number of people estimated to be in attendance.
 - B. That the user has failed to demonstrate its ability to provide adequate security to assure that the event is conducted in a safe manner.
 - C. That the applicant has failed to agree to comply with all of the conditions of this Use Policy or those set forth in the facility use permit.
 - D. That the activity is likely to cause physical damage to the Center or its equipment.
 - E. That conditions for the issuance of a facility use permit have not been fulfilled.
 - F. That any law or regulation is violated by an intended use.
 - G. That another event is already scheduled on the requested date.
 - H. That the applicant previously used the facility and failed to comply with applicable rules or conditions, or due to damage or lack of cleaning, did not receive all of its cleaning deposit back.
 - I. That the applicant has twice before cancelled a scheduled event in the facility without prior notice.
10. If at any time prior to or during the scheduled event the applicant/user is not in compliance with the policies and regulations stated in this Use Policy or the conditions of the facility use permit/contract, and after notice of noncompliance has failed or refused to comply (or compliance is no longer possible), the Foundation, acting by and through the Board of Directors or its designee, may cancel the reservation or terminate the event. Under those circumstances, no deposits and/or fee(s) previously paid by the applicant shall be returned.

11. The BLSCF reserves the right to cancel a permit issued for any event or activity.
12. The Brea Lions Scout Center Foundation does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, volunteers, subcontractors, vendors, and clients.

VI. ROOMS AVAILABLE FOR USE

1. Banquet Room, Assembly Rooms and Craft Room Use

A. Reservation Procedures

- i. All potential users shall complete an Application a minimum of 30 days prior to the event. Group A pays no fees for use of the facility. Groups B, C, D and E refer to Fee Schedule A for single event usage charges.
- ii. Reservations made less than 30 days in advance of the event will be accepted only if the facility and required staffing elements are readily available. Additional fees may be required from service providers when limited advance notice is provided. All applicable fees must be paid at time of submittal of Scout Center Facility Use Application. Fees paid are subject to cancellation policy.
- iii. No reservation shall be confirmed until appropriate fees, deposits, permits/licenses, and insurance are obtained and paid.
- iv. Fees for reservations made within 30 days of the event must be paid in full by cashier's check, money order or cash.
- v. Rental time must include appropriate set-up and clean-up time as determined by the Facility Reservations Coordinator.

B. Deposits Required

- i. Rental fees exceeding \$500 require a minimum rental fee deposit of \$500 payable with the application. The remaining balance is due at least 30 days prior to the event.
- ii. Rental fees less than \$500 require the security/cleaning deposit (per the applicable fee schedule) to be paid at the time of application. The remaining balance is due at least 30 days prior to the event.
- iii. When alcohol use is planned, the security/cleaning deposit will be double the scheduled amount.

C. Cancellation Policy

Withholding of fees is only done if, in the opinion of the Facility Coordinator, the reservation restricted the use of the facility.

- i. Weekend reservation cancellation policy:
 - a. Weekend reservations cancelled 90 days or more prior to the event will receive a full refund of fees paid.
 - b. Weekend reservations cancelled 30-89 days prior to the event will receive a 50% refund of the rental fee and a full refund of the security/cleaning deposit.
 - c. Weekend reservations cancelled 29 days or less prior to the event will receive no refund of the rental fees and a full refund of the security/cleaning deposit.
- ii. Weekday reservation cancellation policy:
 - a. Weekday reservations cancelled 30 days or more prior to the event will receive a full refund of fees paid.
 - b. Weekday reservations cancelled 29 days or less prior to the event will receive a 50% refund of the rental fee and a full refund of the security/cleaning deposit.

D. Multiple Use

- i. Rooms may be reserved for recurring or multiple uses up to twelve months in advance. Multiple use is at least three scheduled uses within a six month period. Refer to Fee Schedule B for extended weekend use and Fee Schedule C for extended weekday use. Multiple use discounts will not be granted unless all uses are scheduled at the same time.
- ii. Recurring use fees are billed monthly (except deposits).
- iii. Cancellation fees are as stated in Section VI.1.C above.
- iv. When a Room is not reserved for use 21 days or less prior to desired use Groups B or C-1 may reserve use for the Fee Schedule C rates. Such use shall not interfere with any other scheduled use of facility, and must receive prior approval from the Facility Reservations Coordinator.
- v. When fee for use is not discounted, rooms may be reserved in advance per Section V above (15 months).

E. Refunds of Security/Cleaning Deposit

- i. Security/Cleaning deposit shall be refunded if proper cleanup is completed, no breakage or damage has occurred and the key(s) which were issued are returned. This determination will be made by the Facility Reservations Coordinator.
- ii. The user shall be required to pay the full cost of breakage or damage regardless of the deposit amount. If damage occurs and it is less than the deposit, the difference shall be refunded.
- iii. Refunds will normally be mailed two (2) to four (4) weeks after the event. A refund will be reduced by \$50.00 for each key which is not returned.

3. Warming Kitchen Facilities Use

A. Reservation Procedures for Warming Kitchen Facilities Use

- i. The warming kitchen is divided into two uses:
 - a. Shared Use
 - b. Exclusive Use
- ii. Shared use is available at no cost to all users scheduled at the Scout Center. Use shall be coordinated between the users to best meet the needs of all users. Consumables are the responsibility of the user and items must be removed after each scheduled use. Warming kitchen is not available for shared use when reserved for exclusive use.
- iii. Exclusive use is available only to users who schedule an event at the Scout Center. Use of the Warming Kitchen must be requested on the same application that is submitted for room use. Fee for exclusive use of the Warming Kitchen is stated on the fee schedule. Consumables are the responsibility of the user and items must be removed after each scheduled use.

B. Warming Kitchen Use Policies:

- i. If a caterer is used, only a licensed caterer may provide food service for events scheduled at this facility.
- ii. The kitchen is designed for food warming and serving. **NO COOKING IS ALLOWED IN THIS FACILITY.**
- iii. The facility does not provide any pots, serving dishes or utensils.
- iv. Propane is NOT allowed inside the Brea Lions Scout Center. Any use of BBQ's or propane in an outside area needs prior approval by the Brea Fire Department and must be done in the approved location.
- v. Users are responsible for any and all damages incurred to the facility while using the Scout Center, including spillage or staining resulting from food or beverage service.
- vi. Kitchen must be cleaned after any use by any user. It is the user's responsibility to bring in their own cleaning supplies. When the event is over, it is the user's responsibility to leave the Scout Center in the same or better condition than when you arrived.
 1. Wipe up all spills and drips from counter tops, shelving, cupboards and refrigerator fronts.
 2. Wipe up all spills from range top and inside ovens and microwave.
 3. Remove all food from refrigerator and dispose of appropriately.
 4. Dispose of all trash to the outside dumpster.
 5. Clean all sinks.
 6. Sweep or mop floors and wipe up all spills.

Cost of cleaning the kitchen will be withheld from the security/cleaning deposit at the discretion of the Facility Reservations Coordinator.

VII. LIABILITY AND INSURANCE

1. Liability insurance is not required for conventional meetings, gatherings or classes held in the facility. This coverage is included with the rental. If the intended use involves additional hazards, including but not limited to the use of alcohol or band equipment, the User will be required to obtain, and keep in full force, at User's expense, for the mutual benefit of the Brea Lions Scout Center Foundation, City of Brea and the user, a comprehensive, broad form general public liability insurance policy. The policy shall provide for: at least \$500,000 for bodily injury or death for any one person; at least \$500,000 for any one accident or occurrence; claims and liability for personal injury, death or property damage arising from the use, occupancy or disuse of the facility or adjoining areas and ways by the user, its guests, agents, representatives or employees in the amount of five hundred thousand dollars (\$500,000.00), combined single limit. (If alcohol is to be served, insurance coverage shall include coverage for serving alcoholic beverages).

2. All user's insurance shall:

- A. Name Brea, its employees, officials, agents, (collectively hereinafter "City and City personnel") and the Brea Lions Scout Center Foundation ("the Foundation") as additional or co-insured on an endorsement.
- B. Contain no special limitations on the scope of protection afforded to City, the Foundation and their personnel. See article 4, Indemnification Clause.
- C. Be the primary insurance and any insurance or self-insurance maintained by City, the Foundation and their personnel shall be in excess of the user's insurance and shall not contribute with it.
- D. Shall be "date of occurrence" rather than "claims made" insurance.
- E. Shall apply separately to each insured against the limits of the insurer's liability.
- F. Provision of the agreement shall be carried only by responsible insurance companies licensed to do business in the State of California.
- G. The applicant's policy must include a 30-day written cancellation notice.

3. Certificate of Insurance — The Foundation requires the following information on all certificates and/or additional insured endorsements:

A. Wording must read exactly, with no exceptions accepted:

The Brea Lions Scout Center Foundation and the City of Brea, their elected or appointed officials, employees and volunteers are included as insured by endorsement. This coverage shall be primary and Foundation and City insurance shall not be contributory. There shall be no subrogation against the Foundation or the City. No cancellation or material change shall be made without thirty (30) days written notice to the Brea Lions Scout Center Foundation, in writing to P.O. Box 9383, Brea 92822, and by phone to the Facilities Coordinator at 714-528-2312.

B. Additional insured endorsements must accompany the Certificate of Insurance and indicate policy number, date, name of insurance company and name of "insured".

C. Certificate must be an original. No copies will be accepted.

D. The approved Certificate of Insurance must be on file with the Foundation not later than fourteen (14) days prior to the event. If a certificate is not on file by this date, the reservation will be cancelled.

E. If alcohol is to be served insurance coverage shall include coverage for serving alcohol beverages.

4. Indemnification Clause — To the full extent permitted by law, user shall defend, indemnify and hold harmless City, its officials, employees and agents, the Foundation, its officials, employees and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City or the Foundation, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or implied, in whole or in part to the use of facility by user. All obligations under this provision are to be paid by the user as they are incurred by the City or the Foundation.

VIII. GENERAL OPERATING REGULATIONS

1. The Use and Service of Alcohol - The use of alcohol in the Center is exclusively by written permission in advance and must comply with applicable law and the provisions of this Use Policy. The facility is a City Building and a City of Brea alcohol permit must accompany the application. Failure to comply with any regulations will result in immediate revocation of the permission to use alcohol and termination of the event. **Under no circumstances will the use of alcohol be permitted if there is an existing use of the Center by a Group A or B organization (Scouts).** Additional regulations and specifications may be required in the facility use permit for any event.

- A. "Alcohol use" refers to any beverage that contains any amount of alcohol.
- B. Security is required to be present at events at which alcohol is served. Cost of security is the responsibility of the user. Contracted security arrangements must be approved by the Foundation.
- C. Alcohol shall not be served to minors. The user's failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposits and all of the rental fees.
- D. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on Scout Center premises shall be the sole responsibility of the organization, its sponsor or the adult representative, who, as a condition of signing the use permit for the facility agree to indemnify the BLSCF and the City of Brea for any such injuries.
- E. Alcohol may not be served prior to the scheduled start of the event nor until the approved security is present at the Center unless the requirement for outside security has been waived.
- F. Alcohol may not be served nor consumed outside of the room approved for use.
- G. Alcohol may not be served nor consumed in the parking lot.
- H. Alcohol may be sold in the Scout Center only with prior written permission from the Foundation, approval of the City and appropriate licensing by the California Alcoholic Beverage Control Board.
- I. The service of alcohol at any event is limited to a maximum of five (5) hours.
- J. All alcohol must be distributed from behind a table or a bar by an adult, over the age of 21 who is to be responsible for ensuring that no minors are served.

- K. Wine, punch, beer, sparkling wine and spirits must be served in cups, glasses, or cans (no bottles).
 - L. When serving sparkling wine, all bottles must be opened in the kitchen prior to serving. Sparkling wine bottles may not be opened in the banquet rooms. All unopened bottles must be stored in the kitchen.
 - M. Security (when required) must be present through the clean up time.
2. Supervision by Center Staff may be deemed necessary for the public's safety and well-being. Center staff shall be responsible for and have complete authority over the facility being used, all equipment, participants, and activities. The staff shall have authority to request changes in activities or cessation of activities. Users must comply with these requests and instructions. Staff shall be responsible for enforcement of all policies, rules, and regulations. The Center Staff shall have the authority to deny or terminate the use of the facility if a determination is made by Center Staff that the use does not conform to the requirements of Center use policies and regulations and/or may cause damage to the facility. The Foundation reserves the right to require security whenever it deems it appropriate.
 3. Tobacco use of any kind or smoking is not permitted in the Scout Center. Smoking is permitted in designated outdoor areas only.
 4. Incense, fog, or smoke use is not permitted in the Scout Center. Fire and open flame are strictly prohibited without specific, prior approval from Scout Center Management and the Brea Fire Marshall's written approval. (User of facility is responsible for all Fire Department fees related to the required presence of the Fire Marshall.)
 5. Only service animals are permitted in the Scout Center unless approved by the Coordinator in advance.
 6. Illegal Activities shall not be permitted. All groups and individuals using the Center shall comply with City, County, State, and Federal laws. Fighting, gambling and lewd conduct are prohibited.
 7. Removal of Equipment from the building is prohibited without permission of Facility Reservations Coordinator. Moving, rearranging, or altering equipment for purposes other than its intended use is also prohibited.
 8. Facility User's Property (equipment, supplies, etc.) must be removed from Center immediately following activity. The Center reserves the right to remove any remaining items from the premises and have them stored at the owner's expense. If such equipment or supplies are not claimed within two (2) weeks after notice to the applicant/user, the Center reserves the right to dispose of such material in any manner it deems appropriate and retain any proceeds received from such disposal. Any cost to the Foundation, including but not limited to administrative costs, incurred to dispose of the unclaimed property in excess of the revenue received from such disposal shall be billed to the user with payment due and payable in thirty (30) days.
 9. Advertising Materials may be left with the Facility Reservations Coordinator for approval and will be displayed when deemed appropriate and as space permits. Any item posted which has not been approved will be removed and discarded.
 10. In the event of damage, destruction or defacement, the applicant shall be liable for all expenses required to repair, restore or replace the facility, its furnishing, or equipment to its original condition.
 11. Minimum group attendance to request a meeting room is five (5) people. The estimated attendance will be used to determine appropriate room placement. The Facility Reservations Coordinator has the authority to determine appropriate room placement based on attendance and nature of event.

12. Sleeping or overnight lodging is not permitted in the Center without express written approval of the BLSCF. Privacy during such events is limited to the hours of 10:00 pm to 9:00 am.
13. Allocation of Rooms shall be the sole responsibility of the Facility Reservations Coordinator. The Foundation reserves the right to deny requests if they are deemed inappropriate for the facility. All requests must be in writing and submitted to the Facility Reservations Coordinator on the required forms.
14. Clean up is the user's responsibility. This includes the wiping of table tops, ensuring chairs are clean, removing all trash from floors, disposing of all trash into proper receptacles and removal to outside dumpsters, mopping of kitchen floor, wiping of counter tops and kitchen equipment, cleaning up all spillage in refrigerators/freezers, and removal of all user-owned or leased items. Clean-up time is the hour following the exit time of guests from the facility. At this time all personal/rental items must be removed from the facility. Storage is provided at the Scout Center only for regular users, with space available, by special permission and without Foundation liability for loss of any kind.
15. Food and Beverage - No foods or beverages that cause permanent stains to the facility are allowed. Food and beverages must remain in rented room(s).
16. Minors - Groups of minors shall be supervised by at least two adults at all times during any event scheduled at the Scout Center.
17. Revocation for Violation - Reservations may be cancelled at any time by the Facility Reservations Coordinator if there has been a violation of applicable rules or conditions of the facility use permit.
18. Public Portions - The Foundation shall have the right to control and operate the Center, including the heating and air conditioning systems and common use areas, in a manner deemed best by the Foundation.
19. Parking Lot - The use of the parking lot is to service the facility. Exceptions may be issued through approval of a Variance as provided in Section IX. Requests to use the parking lot will be considered under "events not covered" below for appropriate use, fees, and service.
20. Events Not Covered - Special events or requests not covered in this Use Policy must be submitted in writing and shall be reviewed by the Foundation to determine appropriate use, fees, and services. A Variance may be required as provided in Section IX.
21. Decorations require prior approval by the Facility Reservations Coordinator. No signs or decorations are to be taped, nailed or otherwise attached to walls, windows, ceilings, or doors. Decorations in common areas and outside the building must have prior approval. No rice, birdseed, confetti, or other similar items shall be thrown in or around the facility. No open flames or candles are allowed. The use of smoke or fog generating machines is prohibited. Balloons must be secured and not released. Metallic ribbons may not be attached to balloons. A fee will be assessed if facility staff has to retrieve released balloons.
22. Security of Entrances - All entrance doors on the premises shall be locked when the facility is not in use. All door openings to public corridors shall be kept closed except for normal ingress and egress. During use of the Center, all exit doors shall be unlocked from the inside and shall not be blocked in any manner.
23. Music: DJ's or bands are permitted at your event, however you must rent a "dance floor" to protect the carpeting in the facility. No smoke or bubble machines or pyrotechnics will be allowed. All music must end at least 30 minutes prior to the end of your event.

IX. VARIANCES

1. An applicant may request a variance from one or more of the rules set forth below in the event that unusual circumstances make it impossible or infeasible to conduct the event within the precise parameters of this Use Policy. Variances may be requested only from the following requirements:
 - i. Hours of use beyond normal operating times stated in this document.
 - ii. Relief from cancellation fees when facility is then used by an alternate party that pays fees similar to or more than the cancelled event (for the same date and approximate time as the cancelled event).
 - iii. Use of the parking lot for any purpose other than parking the cars of facility users in marked stalls. User must receive permission from the City.

2. Variance Request Procedures:
 - i. Variances must be requested in writing at the time of submission of the Facility Use Application. The request must set forth the unusual circumstances that justify a deviation from the ordinary rules.
 - ii. Variances will be granted only upon a finding that: 1) the circumstances presented are unusual and not likely to recur often; 2) the grant of the variance will not set a precedent; and 3) the variance will not be detrimental to the public health, safety or welfare, or disruptive to other events occurring in the facility at the same time, or to the immediately surrounding neighborhood. The request for a variance will be acted upon at the time the application is approved.
 - iii. In the event a variance is granted, the applicant will pay any supplemental fee necessary to compensate the Center for additional costs associated with the variance. The Facility Reservations Coordinator's decision will be final.

X. - Facility Use Fee Schedules

SUMMARY OF RENTAL CONDITIONS

1. Tables and chairs are included in the room rental fee.
2. Liability Insurance is not required for normal meetings or receptions.
 - An original Certificate of Liability Insurance in the amount of \$500,000.00 is required for excess hazards (such as band equipment) or if alcohol is to be served.
3. A refundable Security/Cleaning Deposit of \$250.00 is charged except as noted below.
 - Scout Groups are exempt.
 - If Alcohol use is planned or the rental exceeds \$500.00 see VI.1.B.
 - A security/cleaning deposit of \$125.00 is charged for individually scheduled meetings in Room D or E.
 - A repair or replacement fee will be assessed if facilities or equipment is damaged or destroyed.
 - A separate key deposit is not charged but \$50.00 will be deducted from the security deposit if the key *that is issued* is not returned.

FEE SCHEDULE A			
Single Event			
Room	Description	3 hr. Min.	Extra Hours
A-B	Large Room	\$165.00	\$45.00 per hour
C	Medium Room	\$120.00	\$35.00 per hour
D	Small Room	\$ 60.00	\$15.00 per hour
E	Upstairs Room	\$ 60.00	\$15.00 per hour
BR	Banquet Room	\$120.00	\$35.00 per hour
CR	Craft Room	\$ 50.00	\$15.00 per hour
K	Kitchen (per exclusive use)	\$ 50.00	

RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE

FEE SCHEDULE B			
Multiple Use – Weekends			
Room	Description	3 hr. Min.	Extra Hours
A-B	Large Room	\$150.00	\$40.00 per hour
C	Medium Room	\$105.00	\$30.00 per hour
D	Small Room	\$ 50.00	\$10.00 per hour
E	Upstairs Room	\$ 50.00	\$10.00 per hour
BR	Banquet Room	\$105.00	\$30.00 per hour
CR	Craft Room	\$ 40.00	\$10.00 per hour
K	Kitchen (per exclusive use)	\$ 50.00	

FEE SCHEDULE C			
Multiple Use – Weekdays (7:30 AM to 5:00 PM)			
Room	Description	3 hr. Min.	Extra Hours
A-B	Large Room	\$120.00	\$30.00 per hour
C	Medium Room	\$ 90.00	\$20.00 per hour
D	Small Room	\$ 40.00	\$10.00 per hour
E	Upstairs Room	\$ 45.00	\$10.00 per hour
BR	Banquet Room	\$ 90.00	\$20.00 per hour
CR	Craft Room	\$ 35.00	\$10.00 per hour
K	Kitchen (per exclusive use)	\$ 50.00	

RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Rental Procedure

1. Contact the Facility Coordinator at the phone number on the cover of this document. Determine the facilities required, the availability and cost of rental. Rental times include appropriate set up and clean up time as determined by the coordinator. Minimum rental time is three hours.
2. Set up an appointment to see the Center if required to determine suitability for the planned use. Receive a copy of the Facility Use Policy (this document), including an application.
3. Contact the Facility Coordinator when completing the application to verify fees and continued availability of facilities required. This should be done at least 30 day before your event, if possible. Allow more time if alcohol is involved or there is any other reason that the event would require supplemental insurance coverage. An event is not booked until an application and appropriate deposit are received.
4. At approximately one week before your event the Facility Coordinator mails the approved application as a Facility Use Permit and a numbered key to the responsible party. The key operates all exterior doors, the kitchen doors and the closet containing tables and vacuum cleaners on the main floor.
5. Let yourself in to set up for your event. Be aware that there may be other groups using other areas of the building at the same time as your event. The kitchen is to be shared among users unless it is reserved by a group, for a fee. The kitchen also contains bucket and mop for cleaning hard surfaces. After the rented facilities are to be cleaned and the trash removed to the dumpster, verify that all doors are locked and latched.
6. Return the numbered key by mail to the coordinator, protecting it in a pocket of card stock within the envelope. This triggers an inspection of the facility and a return of the deposit, assuming the facility is clean and undamaged. Failure to return the numbered key will result in \$50.00 being deducted from the deposit.

Notes: 1. Multiple uses reserved by a single application incur a onetime deposit. 2. Regular use is booked at a discount under a lease arrangement.

BREA LIONS SCOUT CENTER
 P.O. Box 9383, Brea, CA 92822
 Reservations (714) 528-2312

APPLICATION / FACILITY USE PERMIT (when approved)

Applicant's Name:					
Address:					
Name of Organization:			Nonprofit Status:		Priority Code:
Day Phone (Area Code):			Evening Phone (Area Code):		E-Mail Address:
Area to be reserved:					
Event Day(s) and Date(s):					
Time(s): (Time begins when you first begin your event set-up and ends when you have cleaned up and vacated the facility)					
Estimated Attendance:	Adults:		Minors:	Brea Residents?	Yes No
Event Open to Public?	Yes	No	Event Used to Raise Money?		Yes No
Alcohol to be served?	Yes	No	Will there be a charge for admission?		Yes No
Caterer Name:		License No.		Phone No.:	
Address:					
Insurance Co.					

Fees & Equipment:

Room:	\$	x ___ days	Insurance Required	"X" If Applies [] & see pg. 2
Rental Fees: [Fee Schedule: A B C Lease]		\$		
Additional Hours ___ at \$	\$	\$	Room Set-Up	
Additional Room: ___ at \$	\$	\$	Catering Contract	
Additional Hours ___ at \$	\$	\$	Variance Request	
Facility/Security Staff ___ at \$	\$	\$	Podium/Mic	
Warming Kitchen Facilities Exclusive Use	\$ 50.00	\$	Candle Use (needs prior approval)	
TOTAL RENTAL FEES:		\$	Special Requirements	

Name of contact person during event (excluding caterer):	
Cell Phone No.:	
Name of Event:	Security/Cleaning Deposit:
Event Start Time:	Rental Fees Due No Later Than:
	TOTAL RENTAL FEES DUE:

Applicant to provide:

Set Up Diagram (at least two weeks prior to event if applicable)		<p>Please make checks payable to the Brea Lions Scout Center. All fees are due 1 month prior to event. If payment is made any later than 1 month prior, it must be in the form of cash, cashiers check or money order.</p> <p>Reservations are not confirmed until appropriate fees are paid.</p> <p>Returned checks will result in cancellation of event and/or additional charges</p> <p>Note: If other expenses occur, charges will be made accordingly. If applicable, deposits will be returned in two to four weeks following event.</p>
Certificate of Insurance naming Brea Lions Scout Center and the City of Brea as additional insured, coverage is a minimum of \$500,000.00		<p>Cancellation of a rental or changing of a confirmed date may result in the loss of fees in accordance with the cancellation policy stated in the Facility Use Policy.</p> <p>In the event that Facility Staff deems it necessary to have Police dispatched to event because of disturbances caused by your guests or number of guests are over the legal capacity for room(s), you will be held liable for all the police and additional staff charges incurred by the Brea Lions Scout Center.</p>
Approved Fire Dept. Candle Permit (No Open Flames)		
Copy of Contract with Catering Company		
Special Requirements:		
Variance Request:		

APPLICANT'S AGREEMENT

The undersigned, representing the renting organization, hereby makes application for the use of the Brea Lions Scout Center as stated herein. He/she also acknowledges that he/she has read the Facility Use Policy and agrees to abide by its provisions. The applicant accepts the facilities for which this application is made in an "AS IS" condition. The Scout Center is not responsible for any user equipment, materials or personal items left in facilities overnight.

Please Note: Use of the park is not included in the rental. Its use is controlled by the city and city ordinance 1109 -- 12.00. Rules of use are posted at the parking lot entrance.

Signed:	Date:
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Application Approved:	Date:	Key No.:
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