



## CITY OF BEVERLY HILLS STAFF REPORT

**Meeting Date:** April 21, 2011

**To:** Honorable Mayor & City Council

**From:** Nancy Hunt-Coffey, Assistant Director of Community Services

**Subject:** Revision to Rental Policies for City Hall and Community Facilities

**Attachments:**

1. City of Beverly Hills Facilities Rental Policy for Selected Areas in and Around City Hall
2. City of Beverly Hills Community Facilities Rental Policy

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### **INTRODUCTION**

The purpose of this report is to seek Council direction regarding the use of the City facilities for religious services or worship.

### **DISCUSSION**

Over the years, the Library and other Community Service facilities have been used for a variety of uses. Several years ago, Staff brought forward a policy to encourage true "community" uses so that meeting room space is utilized for traditional uses such as small group meetings or other gatherings of residents such as a neighborhood book club. When the Community Facilities Rental Policy was brought before the City Council in 2007, the City Attorney's office informed staff of a Ninth Circuit Court of Appeal decision which held that Contra Costa County could prohibit religious institutions from conducting religious worship services in a library meeting room [*Faith Center Church v. Glover*, 480 F.3d 891 (2007)]. The Ninth Circuit held that this did not violate the First Amendment.

Accordingly, staff recommended that religious services not be permitted. The City, however, must still allow use of the facilities by religious groups for secular activities

even those that express a religious viewpoint. For example, a workshop that includes a lecture that encourages prayer as a means of growth is likely not considered a religious service, but instead furthers the discussion about the benefits of communicating with a higher authority and is not prohibited. The same is true for discussion regarding the bible or other religious books. The Court of Appeal recognized that making this distinction is challenging.

At the time the Community Facilities Rental Policy was brought before the City Council, Young Israel of Beverly Hills was utilizing the Library Auditorium to conduct its religious services while it was constructing its new temple. The Council at the time directed that the portion of the policy pertaining to religious services be delayed while Young Israel's facilities were being constructed. Their construction, however, was delayed for several years due to a variety of factors, and Young Israel has continued to rent the Library Auditorium as an interim location for their religious services until their new facility can be completed.

In the meantime, if approved by the City Council, construction on the renovation of the children's area of the Library would begin in the fall of this year. As a result, the children's services for the library will temporarily relocate to the Library Auditorium. This will, in turn, displace Young Israel from use of the Auditorium.

Staff understands that Young Israel's new temple is scheduled to be completed in approximately one year. It is possible to relocate Young Israel's services to the Municipal Gallery; however, the City of Beverly Hills Facilities Rental Policy, which governs the use of the Gallery, does not currently permit religious services to be held. If the City Council desires to accommodate religious uses in the Municipal Gallery, Staff has recommended changes to the policy which would temporarily allow for this use through June 2012. It should be noted that the City cannot modify the policy to allow only one religious organization to use City facilities. Therefore, the modification would apply equally to all religious organizations.

If the City Council desires to allow the use of the Municipal Gallery for religious services or worship, the proposed policy provides that a religious entity may use the Municipal Gallery if it meets the following criteria: (i) the religious entity is organized in the City of Beverly Hills and provides documentary evidence to confirm that its principal place of business is within the City of Beverly Hills; (ii) the religious entity provides documentary evidence to confirm that at least 51% of its members are Beverly Hills residents; and (iii) the religious entity's primary place of worship or gathering for its members is located within the City of Beverly Hills, however, at the time of application it can demonstrate that their place of worship or gathering is under construction and therefore is temporarily unavailable to its membership.

Facilities within City Hall and in the City's Library or other community centers have not been designated as a forum for unlimited expression by the general public. Instead, such facilities have always been intended to serve as meeting room space for community uses similar to uses traditionally held at City Hall and Library facilities such as small group gatherings, neighborhood book clubs, lectures or artistic or musical performances. There is the rare occasion that the facilities are utilized for dinners or other similar purposes.

Last, it should also be noted that staff has recommended some additional clean up language to the City of Beverly Hills Facility Rental Policy, including the ability to serve distilled spirits at events with the appropriate permit. Finally, since renovations to the Library will commence shortly, the City Council should also consider whether the language be removed from the Community Facilities policy which allows for religious services to occur in the Library Auditorium and the community centers.

**FISCAL IMPACT**

On average, Young Israel pays about \$2300 per month to rent the Library Auditorium. It is likely that the fees would remain at approximately the same level if Young Israel or any other religious entity were to rent the Municipal Gallery.

**RECOMMENDATION**

That Council considers whether to allow religious services to occur in the Municipal Gallery through June 30, 2012; whether to remove the provision that allows religious services to occur in the Library Auditorium and community centers; and whether to approve clean up language to the policy that governs the use of selected areas in and around City Hall.

  
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Nancy Hunt-Coffey  
Approved By

# **Attachment 1**

**CITY OF BEVERLY HILLS  
FACILITIES RENTAL POLICY  
FOR SELECTED AREAS IN AND AROUND CITY HALL**

**I. Purpose**

The City of Beverly Hills rents certain City facilities to the general public for particular types of short-term events. In determining to whom and for what uses its facilities will be rented, the City acts in a proprietary capacity. The City has never designated its rental facilities as a forum for unlimited expression by the general public.

The purpose of this policy is to prescribe standards for the City's rental of its facilities to the general public. These standards are intended to facilitate orderly processing of rental applications and to preserve the non-public forum status of the facilities.

City-sponsored events and events conducted by government entities, including the Beverly Hills Unified School District, are exempt from this policy. As used in this policy, "Facility Administrator" means the City Manager or the designee thereof.

**II. Scope**

This policy applies to the following facilities located in and around the Beverly Hills City Hall campus: Crescent Drive lawn; Council Chamber; Municipal Gallery; ~~meeting rooms; HR Training Room, Palm Court; and Rotunda and Civic Center Plaza.~~ This policy also applies to the Environmental Classroom at the ~~Civic Center Plaza; former Crescent Drive Post Office; and Public Works Building~~ located at 345 North Foothill Road (collectively "City Facilities").

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**III. Application Processing**

A. Eligible Events. When the use of City Facilities does not conflict with the City's operations, programs, activities or maintenance schedule, such facilities shall be available for use by individuals or groups in accordance with this policy. City Facilities may be rented by the general public for use in connection with the following events: lectures, musical and/or artistic performances; dinners; walks and runs; educational programs; festivals; hearings, receptions, meetings, discussion groups and all such similar activities.

B. Ineligible Events. City meetings; receptions; weddings; and bar and bat mitzvahs. Through June 30, 2012 the Municipal Gallery may additionally be used for religious services. Facilities may not be used for fund-raising, for events which directly profit the business of a commercial organization or

individual, for partisan or non-partisan political purposes, which promote selected candidates or issues, for sectarian instruction or religious services or worship<sup>1</sup> or for purposes prohibited by city ordinance, by state or federal law.

CB. Application Submittal. Rental applications shall be submitted to the ~~Communications and Marketing~~ **Community Services Department - Film & Event Permits** Office between 30 and 90 days in advance (depending on size and elements of event) of the date on which an event is proposed to be held. Applications shall be filed on a City-provided form and shall be accompanied by a non-refundable application fee in an amount set by the City's Schedule of Fees and Charges.

DC. Review Criteria. Rental applications shall be reviewed by the Facility Administrator solely for compliance with~~according to~~ the following criteria:

1. Satisfaction of the event eligibility criteria of this Section III.
2. Availability of the subject facility.
3. No conflict with Proximity in location and time to any previously approved event scheduled to occur at a nearby ~~other~~ City facility on the date of the proposed event.
4. Compliance by the applicant, and principals of persons ~~affiliated with~~ the applicant, with the terms of this policy and applicable laws in connection with all other events held at a City facility within the 12 months prior to the date of the proposed event.

D. Approval or Denial of Application. Rental applications shall be processed by the Facility Administrator on a first-come, first-serve basis. An application shall be approved if the applicant has not conducted more than 3 prior events<sup>2</sup> at City facilities during the current calendar year and if there is no ground for denial based on the review criteria; otherwise the application shall be denied. In no case shall an application be denied due to the viewpoint of speech disseminated by the applicant or associated with the proposed event. Notice of the approval or denial of an application shall be given to the applicant in writing. If the application is denied, the notice shall include an explanation of the reasons for the denial. A decision approving or denying an application shall be final.

#### IV. General Requirements

**EXHIBIT A**  
**REDLINED VERSION**

A. Pre-Event Submittals. Upon approval of an event application, the person renting the City facility shall submit the following to the Film & Events Permits ~~Communications and Marketing~~ Office:

1. *Rental Fee Deposit*. The rental fee deposit amount shall be 50% of the rental fee set by the City's Schedule of Fees and Charges. The application fee shall be applied to the rental fee deposit. The rental fee deposit shall be submitted within 5 business days of event approval.

2. *Indemnification Agreement*. The indemnification agreement shall obligate the person renting the City facility to indemnify, defend and hold harmless the City and its officers, employees and agents against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies that the City shall incur or suffer as a result of the event. This obligation shall include payment of interest, penalties and attorney's fees. The form of the indemnification agreement shall be approved by the City Attorney. The indemnification agreement shall be submitted before the event and within 5 business days of event approval.

3. *Rental Fee Balance*. The rental fee balance amount shall be 50% of the rental fee set by the City's Schedule of Fees and Charges. The rental fee balance shall be submitted no later than 10 business days prior to the event date.

4. *Restoration Deposit*. The restoration deposit amount shall be as set by the City's Schedule of Fees and Charges. The restoration deposit shall be submitted no later than 10 business days prior to the event date.

5. *Staff Service Charge*. The staff service charge amount shall be based on the staff time (including time related to planning) associated with an approved event. The staff service charge shall be submitted no later than 10 business days prior to the event date.

6. *Proof of Comprehensive Liability Insurance*. The insurance amount shall be determined by the Facility Administrator. Such insurance shall be issued by an insurance company that both (i) is admitted and licensed to do business in the State of California; and (ii) is rated A or better according to the most recent A.M. Best Co. Rating Guide. The policy shall name the City as an additional insured; shall specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss; and shall contain a provision that no termination, cancellation or change of coverage of insured or additional insureds shall be effective until after 30 days notice thereof has been given in writing to the City. Proof of comprehensive liability insurance shall be submitted no later than 10 business days prior to the event date.

EXHIBIT A  
REDLINED VERSION

7. Proof of Alcoholic Beverage Control Permit. If the Facility Administrator has approved the serving of beer, ~~and wine~~ or distilled spirits at the event, proof of the required Alcoholic Beverage Control permit shall be submitted no later than 10 business days prior to the event date. ~~No alcohol shall be permitted to be served at anytime in the Council Chamber or meeting rooms in City Hall.~~

B. Facility Use Permit. When all pre-event submittals have been delivered to the Film & Events Permits ~~Communications and Marketing~~ Office, a facility use permit shall be issued. The Facility Administrator may impose event-specific conditions on a facility use permit as deemed necessary or appropriate to protect the public health, safety or welfare. In no case shall a condition be imposed due to the content or viewpoint of speech disseminated by the applicant or associated with the proposed event.

C. Parking. Event participants and attendees shall park in the City parking structure designated by the Transportation Department. Parking rates shall be as set by the City's Schedule of Fees and Charges.

D. Equipment Storage. Equipment associated with an approved event may be stored overnight at a City facility with the prior written consent of the Facility Administrator.

E. Commercial Fee Prohibited. No fee for profit shall be charged at an approved event.

F. Restoration of City Property. The person renting a City facility shall be responsible for post-event clean up of the facility and for the cost of repairing or replacing City property that is damaged or destroyed as a result of such person's event. The restoration deposit shall be refunded in full unless the City incurs clean up, repair or restoration expense. If the restoration deposit amount exceeds the cost of ~~clean up~~cleanup, repair or replacement, then the difference shall be refunded upon completion of the work. If the cost of ~~clean up~~cleanup, repair or replacement exceeds the restoration deposit amount, then the difference shall be paid by the person renting the City facility within 10 days of receipt of an invoice from the City.

G. Cancellation. Notice of cancellation of an approved event must be provided in writing. Cancellation notice must be submitted no later than 5 business days prior to the event date or else all fees and deposits shall be forfeited. A 10% service fee will be charged on all cancellations.

H. City Staff Directives. City staff shall have unlimited access to approved events and may issue directives to ensure compliance with this policy, the facility use permit, the Municipal Code and other applicable laws.

**EXHIBIT A**  
**REDLINED VERSION**

I. Termination of Event. Failure to comply with this policy, any facility use permit condition, the Municipal Code, any applicable law or any City staff directive shall be grounds for immediate termination of an approved event.

<sup>1</sup> Notwithstanding this provision, the Municipal Gallery may be used for sectarian instruction or religious services or worship by any religious entity through June 20, 2012, as long as the religious entity satisfies all of the following criteria: (i) the religious entity is organized in the City of Beverly Hills and provides documentary evidence to confirm that its principal place of business is within the City of Beverly Hills; (ii) the religious entity provides documentary evidence to confirm that at least 51% of its members are Beverly Hills residents; and (iii) the religious entity's primary place of worship or gathering for its members is located within the City of Beverly Hills, however, at the time of application it can demonstrate that their place of worship or gathering is under construction and therefore is such place is temporarily unavailable to its membership.

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<sup>2</sup> This provision shall not apply to any application approved for sectarian instruction or religious services or worship in the Municipal Gallery. Such uses may occur on a more frequent basis, as long as the use does not interfere with the City's operations, programs, activities or maintenance schedule.

**CITY OF BEVERLY HILLS  
FACILITIES RENTAL POLICY  
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**I. Purpose**

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The purpose of this policy is to prescribe standards for the City's rental of its facilities to the general public. These standards are intended to facilitate orderly processing of rental applications and to preserve the non-public forum status of the facilities.

City-sponsored events and events conducted by government entities, including the Beverly Hills Unified School District, are exempt from this policy. As used in this policy, "Facility Administrator" means the City Manager or the designee thereof.

**II. Scope**

This policy applies to the following facilities located in and around the Beverly Hills City Hall campus: Municipal Gallery; HR Training Room, Palm Court; Rotunda and Civic Center Plaza. This policy also applies to Environmental Classroom at the Public Works Building located at 345 North Foothill Road (collectively "City Facilities")

**III. Application Processing**

A. Eligible Events. When the use of City Facilities does not conflict with the City's operations, programs, activities or maintenance schedule, such facilities shall be available for use by individuals or groups in accordance with this policy. City Facilities may be rented by the general public for use in connection with the following events: lectures, musical and/or artistic performances, dinners, educational programs, festivals, hearings, receptions, meetings, discussion groups and all such similar activities.

B. Ineligible Events. City Facilities may not be used for fund-raising, for events which directly profit the business of a commercial organization or individual, for partisan or non-partisan political purposes, which promote selected candidates or issues, for sectarian instruction or religious services or worship<sup>1</sup> or for purposes prohibited by city ordinance, by state or federal law.

C. Application Submittal. Rental applications shall be submitted to the Community Services Department – Film & Event Permits Office between 30 and 90 days in advance (depending on size and elements of event) of the date on which an event is proposed to be held. Applications shall be filed on a City-provided form and shall be accompanied by a non-refundable application fee in an amount set by the City's Schedule of Fees and Charges.

D. Review Criteria. Rental applications shall be reviewed by the Facility Administrator solely for compliance with the following criteria:

1. Satisfaction of the event eligibility criteria of this Section III.
2. Availability of the subject facility.
3. No conflict with any previously approved event scheduled to occur at a nearby City facility on the date of the proposed event.
4. Compliance by the applicant, and principals of the applicant, with the terms of this policy and applicable laws in connection with all other events held at a City facility within the 12 months prior to the date of the proposed event.

D. Approval or Denial of Application. Rental applications shall be processed by the Facility Administrator on a first-come, first-serve basis. An application shall be approved if the applicant has not conducted more than 3 prior events<sup>2</sup> at City facilities during the current calendar year and if there is no ground for denial based on the review criteria; otherwise the application shall be denied. In no case shall an application be denied due to the viewpoint of speech disseminated by the applicant or associated with the proposed event. Notice of the approval or denial of an application shall be given to the applicant in writing. If the application is denied, the notice shall include an explanation of the reasons for the denial. A decision approving or denying an application shall be final.

#### IV. General Requirements

A. Pre-Event Submittals. Upon approval of an event application, the person renting the City facility shall submit the following to the Film & Events Permits Office:

1. *Rental Fee Deposit*. The rental fee deposit amount shall be 50% of the rental fee set by the City's Schedule of Fees and Charges. The application fee shall be applied to the rental fee deposit. The rental fee deposit shall be submitted within 5 business days of event approval.

2. *Indemnification Agreement.* The indemnification agreement shall obligate the person renting the City facility to indemnify, defend and hold harmless the City and its officers, employees and agents against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies that the City shall incur or suffer as a result of the event. This obligation shall include payment of interest, penalties and attorney's fees. The form of the indemnification agreement shall be approved by the City Attorney. The indemnification agreement shall be submitted before the event and within 5 business days of event approval.

3. *Rental Fee Balance.* The rental fee balance amount shall be 50% of the rental fee set by the City's Schedule of Fees and Charges. The rental fee balance shall be submitted no later than 10 business days prior to the event date.

4. *Restoration Deposit.* The restoration deposit amount shall be as set by the City's Schedule of Fees and Charges. The restoration deposit shall be submitted no later than 10 business days prior to the event date.

5. *Staff Service Charge.* The staff service charge amount shall be based on the staff time (including time related to planning) associated with an approved event. The staff service charge shall be submitted no later than 10 business days prior to the event date.

6. *Proof of Comprehensive Liability Insurance.* The insurance amount shall be determined by the Facility Administrator. Such insurance shall be issued by an insurance company that both (i) is admitted and licensed to do business in the State of California; and (ii) is rated A or better according to the most recent A.M. Best Co. Rating Guide. The policy shall name the City as an additional insured; shall specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss; and shall contain a provision that no termination, cancellation or change of coverage of insured or additional insureds shall be effective until after 30 days notice thereof has been given in writing to the City. Proof of comprehensive liability insurance shall be submitted no later than 10 business days prior to the event date.

7. *Proof of Alcoholic Beverage Control Permit.* If the Facility Administrator has approved the serving of beer, wine or distilled spirits at the event, proof of the required Alcoholic Beverage Control permit shall be submitted no later than 10 business days prior to the event date.

B. Facility Use Permit. When all pre-event submittals have been delivered to the Film & Event Permits Office, a facility use permit shall be issued. The Facility Administrator may impose event-specific conditions on a facility use permit as deemed necessary or appropriate to protect the public health, safety or

welfare. In no case shall a condition be imposed due to the content or viewpoint of speech disseminated by the applicant or associated with the proposed event.

C. Parking. Event participants and attendees shall park in the City parking structure designated by the Transportation Department. Parking rates shall be as set by the City's Schedule of Fees and Charges.

D. Equipment Storage. Equipment associated with an approved event may be stored overnight at a City facility with the prior written consent of the Facility Administrator.

E. Commercial Fee Prohibited. No fee for profit shall be charged at an approved event.

F. Restoration of City Property. The person renting a City facility shall be responsible for post-event clean up of the facility and for the cost of repairing or replacing City property that is damaged or destroyed as a result of such person's event. The restoration deposit shall be refunded in full unless the City incurs clean up, repair or restoration expense. If the restoration deposit amount exceeds the cost of cleanup, repair or replacement, then the difference shall be refunded upon completion of the work. If the cost of cleanup, repair or replacement exceeds the restoration deposit amount, then the difference shall be paid by the person renting the City facility within 10 days of receipt of an invoice from the City.

G. Cancellation. Notice of cancellation of an approved event must be provided in writing. Cancellation notice must be submitted no later than 5 business days prior to the event date or else all fees and deposits shall be forfeited. A 10% service fee will be charged on all cancellations.

H. City Staff Directives. City staff shall have unlimited access to approved events and may issue directives to ensure compliance with this policy, the facility use permit, the Municipal Code and other applicable laws.

I. Termination of Event. Failure to comply with this policy, any facility use permit condition, the Municipal Code, any applicable law or any City staff directive shall be grounds for immediate termination of an approved event.

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<sup>1</sup> Notwithstanding this provision, the Municipal Gallery may be used for sectarian instruction or religious services or worship by any religious entity through June 20, 2012, as long as the religious entity satisfies all of the following criteria: (i) the religious entity is organized in the City of Beverly Hills and provides documentary evidence to confirm that its principal place of business is within the City of Beverly Hills; (ii) the religious entity provides documentary evidence to confirm that at least 51% of its members are Beverly Hills residents; and (iii) the religious entity's primary place of worship or gathering for its members is located within the City of Beverly Hills, however,

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at the time of application it can demonstrate that their place of worship or gathering is under construction and therefore is temporarily unavailable to its membership.

<sup>2</sup> This provision shall not apply to any application approved for sectarian instruction or religious services or worship in the Municipal Gallery. Such uses may occur on a more frequent basis, as long as the use does not interfere with the City's operations, programs, activities or maintenance schedule.

# Attachment 2

## **City of Beverly Hills Community Facilities Rental Policy**

### **I. Purpose**

The City of Beverly Hills rents certain City facilities to the general public for particular types of short-term events. In determining to whom and for what uses its facilities will be rented, the City acts in a proprietary capacity. The City has never designated its rental facilities as a forum for unlimited expression by the general public.

The purpose of this policy is to prescribe standards for the City's rental of certain facilities to the general public. These standards are intended to facilitate orderly processing of rental applications and to preserve the limited public forum status of the facilities.

City events are exempt from this policy. As used in this policy, "Facility Administrator" means the Director of Community Services or the designee thereof.

### **II. Scope**

This policy applies to the following interior City facilities: Public Library; La Cienega Community Center and Tennis Center; and Roxbury Community Center and Clubhouse.

### **III. Application Processing**

- A. Eligible Events. City facilities may be rented by the general public for use in connection with the following events: artistic performances; dinners; educational programs; medical, legal or financial programs as long no commercial transactions are conducted during the program or on City facilities and persons in attendance are not required to provide their names, phone numbers or addresses on a sign-up sheet or to the program organizer; meetings; and receptions.
- B. Application Submittal. Rental applicants are encouraged to schedule an appointment with City staff to allow for viewing of a City facility before submission of a rental application. Applications shall be submitted, in person, to the appropriate Community Service office, (Library or Recreation & Parks) in

advance of the proposed event date. Applications may be submitted as follows: Beverly Hills residents – 3 months in advance; Beverly Hills businesses – 2 months in advance; all others - 1 month in advance. Applications shall be filed on a City-provided form and shall include the following:

1. *Rental Fee.* The Rental Fee for each City facility is listed in the City's Fee and Charge Schedule that is set annually by the City Council. A waiver of the Rental Fee is not permitted. The Facility Administrator may grant a 25% discount of the Rental Fee for rentals during non-peak hours, and shall annually prepare a memo establishing non-peak hours for the City facilities. An applicant seeking to qualify for the Rental Fee rate for Beverly Hills residents shall satisfy the following criteria: (i) the applicant must reside or have its place of business within the City of Beverly Hills; (ii) if the applicant is a membership organization, documentary evidence must be submitted to confirm that at least 51% of its members are Beverly Hills residents; and (iii) if the applicant is a business, the Rental Fee must be paid with a check imprinted with a Beverly Hills address. Proof of residency may include a utility bill, lease or rental agreement, property deed or property tax form, but shall not include a Beverly Hills post office box or postal zone. An applicant seeking to qualify for the Rental Fee rate for non-profit groups shall submit proof of non-profit status.
2. *Indemnification Agreement.* The indemnification agreement shall obligate the person renting the City facility to indemnify, defend and hold harmless the City and its officers, employees, and agents against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies that the City shall incur or suffer as a result of the event. This obligation shall include payment of interest, penalties and attorney's fees.
3. *Restoration Deposit.* Except as provided in Section IV(C) of this policy, the Restoration Deposit amount

shall be the amount listed in the Fee and Charge Schedule.

- C. Review Criteria. Rental applications shall be reviewed solely according to the following criteria:
1. Satisfaction of the event eligibility criteria.
  2. Availability of the subject facility.
  3. Proximity in location and time to any previously approved event scheduled to occur at another City facility on the date of the proposed event.
  4. Compliance by the applicant, and persons affiliated with the applicant, with the terms of this policy and applicable laws in connection with all other events held at a City facility within the 12 months prior to the date of the proposed event.
- D. Approval or Denial of Application. Rental applications shall be processed by the Facility Administrator in the order received. An application may be approved if there is no ground for denial based on the review criteria; otherwise the application shall be denied. In no case shall an application be denied due to the viewpoint of speech disseminated by the applicant or associated with the proposed event. Notice of the approval or denial of an application shall be given to the applicant in writing or in electronic form. If the application is denied, the notice shall include an explanation of the reasons for the denial and the decision will be final. Approval of an application shall not preclude the City from displacing the applicant's event to accommodate a subsequently-scheduled City event. In that situation, the applicant's use of the subject facility will be rescheduled or all fees paid by the applicant will be refunded in full.

#### **IV. General Requirements**

- A. Applicant. The person renting the City facility must be an adult 18 years or older and must be in attendance for the entire time the reservation is in effect.

B. Pre-Event Submittals. The person renting the City facility shall submit the following to the Facility Administrator no less than 7 business days prior the proposed event date:

1. *Staff Service Charge*. The Staff Service Charge amount is listed in the City's Fee and Charge Schedule that is set annually by the City Council. The Staff Service Charge shall be assessed for rental hours beyond normal operating times, and shall be based on the staff time (including time related to planning) associated with an approved event, if applicable.

2. *Proof of Comprehensive Liability Insurance*. Proof of comprehensive liability insurance is required for (i) events involving more than 100 participants or attendees; and (ii) when it is deemed to be in the best interest of the City as determined by the City's Risk Manager. The insurance shall provide a minimum coverage of \$1,000,000 annual aggregate. Such insurance shall be issued by an insurance company that both (i) is admitted and licensed to do business in the State of California; and (ii) is rated A or better according to the most recent A.M. Best Co. Rating Guide. The policy shall name the City as an additional insured; shall specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss; and shall contain a provision that no termination, cancellation or change of coverage of insured or additional insureds shall be effective until after 30 days notice thereof has been given in writing to the City.

C. Facility Use Permit. When all pre-event submittals have been delivered to the Facility Administrator, a facility use permit shall be issued. The Facility Administrator may impose event-specific conditions on a facility use permit as deemed necessary or appropriate. Such conditions may include a requirement that the permittee retain a private security agency, licensed to operate in Beverly Hills, to supervise an event. In no case shall a condition be imposed due to the content or viewpoint of

speech disseminated by the applicant or associated with the proposed event.

- D. Long-Term Rental. Under-utilized City facilities, as determined by the Facility Administrator, may be rented on a long-term basis for a recurring event. Long-term rental is defined as 6 or more consecutive months in which the facility is used by a single permittee one or more times. The Restoration Deposit amount for a long-term rental shall be 50% of the monthly Rental Fee. Requests to change the authorized event for a long-term rental must be submitted in writing at least 14 days prior to proposed date for the new event. Administrative fees may be assessed for frequent room and date changes.
- E. Supervision of Minors. Events for youth ages 13 – 17 years of age may require supervision by responsible adults at a ratio of one (1) adult for every ten (10) minors. Based upon the nature of the event, supervision by a private security agency may be required.
- F. Parking. Event participants and attendees shall park in the City parking lot, structure or surface street parking. Parking rates shall be as set by the City's Schedule of Fees and Charges.
- G. Equipment. Each City facility has equipment that may be made available at no additional charge, however, support staff to operate the equipment is not provided. There is no guarantee that the City's equipment will be functional at the time of the event, and therefore the permittee is encouraged to provide its own equipment. Privately-owned equipment associated with an event may not be stored overnight at the City facility, except for concessions authorized by the Facility Administrator.
- H. Prohibited Substances. The use of alcoholic beverages, tobacco or narcotics are prohibited.
- I. Decorations. Decorations may not be affixed to facility surfaces with tape, nails, tacks or staples. All decorations and signs must be removed promptly after use.
- J. Religious Worship Services. Religious worship services are prohibited.

- K. Commercial Fee Prohibited. No fees shall be charged at an approved event, except that non-profit organizations may accept donations and school districts may charge a fee for attendance or participation at their events.
- L. Animals. Animals are prohibited. This prohibition does not apply to a service animal assisting a disabled person.
- M. Advertisements. Publicity materials shall not advertise City facility telephone numbers and shall conspicuously state that the event is not sponsored by the City of Beverly Hills. All advertisements must be reviewed and approved by the City to ensure compliance with this provision.
- N. Vendors/Businesses. Businesses or performers hired by the facility user group must pay a business tax fee.
- O. Restoration of City Property. The permittee shall be responsible for post-event clean up of the City facility and for the cost of repairing or replacing City property that is damaged or destroyed as a result of such person's event. The Restoration Deposit shall be refunded in full unless the City incurs clean up, repair or restoration expense. If the Restoration Deposit exceeds the cost of clean up, repair or replacement, then the difference shall be refunded upon completion of the work. If the cost of clean up, repair or replacement exceeds the Restoration Deposit, then the difference shall be paid by the person renting the City facility within 10 days of receipt of an invoice from the City. The City or the City's contractor will perform the required work.
- P. Cancellation. Notice of cancellation of an approved event must be provided in writing. Cancellation notice must be submitted no later than fourteen (14) business days prior to the event date or else all fees shall be forfeited. A service fee of one hour will be charged on all cancellations.
- Q. Excess Time Penalties. If an event exceeds the pre-determined timeframe, then additional charges will apply. The event concludes when the room has been vacated. Additional charges

will include associated rental fees and double the staff costs for the excess time.

- R. City Staff Directives. City staff shall have unlimited access to approved events and may issue directives to ensure compliance with this policy, the facility use permit, the Municipal Code and other applicable laws.
- S. Termination of Event. The rental applicant's failure to comply with this policy, any facility use permit condition, the Municipal Code, any applicable law or any City staff directive shall be grounds for immediate termination of an approved event. The rental applicant is responsible for insuring his/her guests or participants abide by this policy, any facility use condition, the Municipal Code, any applicable law or any City staff directive that governs the use of the facility.

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Steve Zoet  
Director of Community Services