



CITY OF THOUSAND OAKS
CULTURAL AFFAIRS DEPARTMENT
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362
Phone: 805-449-2743 (primary) Fax: (805) 449-2750

ANTHONY J. TESORO COURTYARD OF THE OAKS AND/OR
MARY AND RICHARD CARPENTER PLAZA PARK USE APPLICATION

Organization Name _____ Tax Exempt ID No. _____

Name/Purpose of Meeting _____ Public Event: [] or Private Event: []

Name of Responsible Party _____ Number of People Attending (approx.) _____

Address _____ City _____ State _____ Zip _____

Home Telephone () _____ Work Telephone () _____ Fax () _____

Date(s) Requested _____

Facility: Open/Set Up ___ am [] pm [] Event Start Time ___ am [] pm [] Closed (Include take down/clean up time) ___ am [] pm []

Facility Requested: [] Courtyard of the Oaks [] Park

Fee (per day): Non-Profit Groups = \$200 + 10% of sales For-Profit Groups = \$300 + 15% of sales (resale number required)

Information/Special Requests: (Please mark all that apply.)

- [] Special Event Permit - For questions/application, contact Code Compliance, 449-2300.
[] Parking Structure - To reserve the parking structure during non-business hours...
[] Electricity in Courtyard - If electricity is requested for a non-City and/or Theatre-related event...
[] Alcohol in the Park/Courtyard - Is it requested that alcohol be sold or served at this event?

Insurance Requirements (Please mark one):

- [] City-approved Certificate and second-page endorsement are on file. Insurance Certificate expires:
[] Certificate of Insurance and second-page endorsement are attached.
[] Certificate of Insurance and second-page endorsement will be submitted.
[] Insurance will be purchased from the City of Thousand Oaks.

Attachments and paperwork to complete, sign, and include with this application:

- [] Indemnity and Hold Harmless Agreement.
[] Declaration of Voluntary Participation and Release of Liability.
[] Parking Policy and Live Entertainment/Recorded Music or Use of Microphone.
[] Ventura County Fire Department Requirements for Special Events in Courtyard and Park.
[] County Health Department Permit (Required if a caterer/business provides food...)

Event/Additional Information/Special Requests: (Please describe event and use additional sheets of paper if necessary.)

I understand and agree that the above event(s) will be canceled if City-approved insurance requirements are not met at least ten days prior to the date of the meeting.

Total Fees _____ Amount Received _____ Date Received _____

I agree to comply with the policies and regulations of this application and agree that an authorized representative of the above organization will be on site during the time the facility is reserved to oversee adherence to the policies and regulations. I UNDERSTAND THAT THE CITY OF THOUSAND OAKS RESERVES THE RIGHT TO CANCEL ANY CONFERENCE, MEETING, OR EVENT ON A 48-HOURS' NOTICE.

Signature of Responsible Party _____ Date _____

FOR OFFICE USE ONLY

Approved Denied Authorized City Representative Date Rev. 7/25/11



City of Thousand Oaks
Cultural Affairs Department
Thousand Oaks, CA 91362
Phone: 805-449-2744 – 805-449-2708
Fax: 805-449-2750

CERTIFICATE OF INSURANCE REQUIREMENTS
for the
BOARD ROOM, OAK ROOM, PARK ROOM, ANTHONY J. TESORO COURTYARD
OF THE OAKS AND THE MARY AND RICHARD CARPENTER PARK

In order for a meeting/event to take place, a City-approved Certificate of Insurance must be on file with the Cultural Affairs Department. A Certificate of Insurance may be obtained from your insurance company. If you do not have insurance, it may be purchased directly from the City of Thousand Oaks. All tenants are required to furnish the City of Thousand Oaks with a current insurance certificate for:

\$ 500,000	- property damage
\$ 500,000	- personal injury
\$1,000,000	- any one accident or occurrence
\$2,000,000	- general aggregate

Please Note: If you wish, you may purchase insurance directly from the City of Thousand Oaks. Please call 805-449-2744 or 805-449-2708 to obtain a price quote. Fees vary according to the type of event and number of people attending.

THE FOLLOWING INFORMATION IS REQUIRED ON ALL CERTIFICATES OF INSURANCE AND MUST BE ON FILE OR PURCHASED FROM THE CITY AT LEAST TEN DAYS PRIOR TO THE EVENT:

- **An additional insured endorsement** form (a second-page endorsement form IN ADDITION to the Certificate of Insurance) must be provided naming “the **City of Thousand Oaks, its officials, employees and volunteers and the Thousand Oaks Redevelopment Agency** as additional insured”.
- The Cancellation Clause should read as follows:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days’ written notice to the certificate holder named to the left.”
(Sample is attached.)

Please note: The words “*endeavor to*” and the phrase “*but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives*” are omitted.

Please mail the Certificate and Additional Insured Endorsement to:

Rachel Waterstone or Nancy Loncto
City of Thousand Oaks
Cultural Affairs Department
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362



CITY OF THOUSAND OAKS
Cultural Affairs Department
2100 East Thousand Oaks Boulevard
Thousand Oaks, CA 91362
Phone: 805 449-2743
Fax: 805-449-2750

POLICIES AND REGULATIONS
for the

**BOARD ROOM, OAK ROOM, PARK ROOM, ANTHONY J. TESORO COURTYARD OF THE OAKS (COURTYARD),
AND THE MARY AND RICHARD CARPENTER PLAZA PARK (PARK)**

The above facilities are available to Conejo Valley educational, civic, and cultural groups and local organizations when not in use for City activities. With the exception of governmental agencies, organizations requesting use of City facilities must be able to provide documentation of their non-profit status. The meeting rooms are primarily for City use and are not community meeting rooms. The rooms are made available to groups and organizations when space is available and on a restricted basis.

GENERAL REGULATIONS

1. Responsibility for reserved areas must be assumed by an adult 21 years of age or over. Proof of age may be required.
2. All facility events must be open to the public at large unless the event is a private theatre reception.
3. Non-City sponsored groups may schedule no more than one meeting a month.
4. Regularly scheduled religious services cannot be held.
5. Use of a facility does not constitute endorsement by the City, and the City cannot be responsible for providing information on your event.
6. Members of groups using a facility will not be paged to the telephone except in cases of emergency. City staff will not accept telephone messages for meeting attendees.
7. Materials may not be affixed to any surface without prior approval, and non-approved printed materials may not be distributed on City property.
8. Smoking is not permitted except in designated outside areas.
9. Applicant is responsible to remove and dispose of all trash and waste material generated by the event in a manner conforming with the Thousand Oaks Municipal Code. If necessary, and with prior approval by the City, applicant may arrange to have a rental trash bin delivered the day of the event with bin pick-up the morning after the event. If trash is not properly removed, cost for clean up and/or removal will be assessed to the applicant.

ROOM RESERVATIONS

Information and applications may be obtained by calling (805) 449-2766. A written application must be on file with the Cultural Affairs Department to reserve the above facilities for all non-City/Theatre-related events.

- A. **Regular Use:** (i.e., monthly meetings and/or all requests to use facilities more than twice during a three-month period) Reservations may be made on a quarterly basis. Reservations for each quarter will be taken beginning the first business day of the month preceding each quarter, e.g.,
- December 1 - for January, February, and March;
 - March 1 - for April, May, and June;
 - June 1 - for July, August, and September; and
 - September 1 - for October, November, and December.
- B. **Infrequent Use:** (i.e., special meetings or activities occurring no more than twice within a year.) Groups may schedule use of the meeting rooms up to six months in advance.
- C. **Priority of Access:**
- First Priority - Group 1 - City-Sponsored Meetings
 - Second Priority - Group 2 - Non-Profit and Other Government Organizations
 - Third Priority - Group 3 - Business and Commercial (for-profit) Organizations

CONFIRMATION

Please contact the event coordinator at the above telephone number to confirm receipt/approval of applications and faxes.

CHANGES

Any changes in the original purpose or type of event must be submitted in writing for approval; however, the City may not be able to comply with last-minute changes or requests.

CANCELLATION

Cancellation of the use of a facility is the responsibility of the applicant. Failure to notify the City of a cancellation one week prior to the event date will result in loss of reservation fee and affect future facility use privileges.

The City reserves the right, within 48-hours' notice, to cancel use of the facilities in order to hold a City-sponsored meeting/event.

PARKING

- A. Depending on events taking place at the Civic Arts Plaza, non-City meeting attendees may have to pay for parking during non-City Hall business hours if the parking structure and/or lower lot are open and a fee is charged to park.
- B. All vehicles (e.g., automobiles, trucks, vans, caterer trucks) must park in legal, paved parking areas on a space-available basis and may not drive on the sidewalk or load/unload vehicles on the grounds of the Park or Courtyard.
- C. It is the applicant's responsibility to ensure that vehicles are not parked at lots of private properties or businesses.

FEES

- A. City of Thousand Oaks (Group 1): No charge for meetings, receptions, and events.
- B. Non-Profit Groups (Group 2): Group identification number required. No charge to utilize the meeting rooms during City Hall hours. After hours and weekend meeting room fees (two-hour minimum): Board Room - \$100 per hour; Oak Room - \$80 per hour; Park Room - \$70 per hour with two-hour minimum; Courtyard/Park - \$200 + 10% of sales per day.
- C. Profit and Outside Organizations (Group 3): Monday - Friday 7:30 a.m. to 8:00 p.m.: Board Room - \$50 per hour; Oak Room - \$30 per hour; Park Room - \$20 per hour. After hours and weekend fees are Board Room - \$100 an hour; Oak Room - \$80 hour; Park Room - \$70 hour with two-hour minimum; Courtyard/Park - \$300 + 15% of all sales (requires resale number) per day.
- D. Groups must vacate facilities at the time designated on the Reservation Application. Failure to do so will result in an overtime fee of \$50 per hour.
- E. Courtyard/Park Electricity: A mandatory \$50 fee is required to have electricity provided in the Courtyard/Park. An additional fee during non-business hours to turn electricity outlets on and off is \$50 hour with two-hour minimum.
- F. Refreshments: A \$50 non-refundable fee will be charged all non-City groups serving any beverage and/or refreshments.
- G. Clean-up: A \$50 an hour custodial fee will be imposed if the area is not left clean and ready for the next event.

INSURANCE

Non-City groups are required to furnish City-approved insurance certificates. Please see attached sheet, "Certificate of Insurance Requirements".

CAPACITY

Facility capacity is determined by fire and safety regulations and may not be exceeded. Access to and from the facilities may not be blocked. Event adjournment will be requested if violation occurs.

REFRESHMENTS

- A. A \$50 non-refundable fee will be charged to all non-City groups serving the City concessionaire.
- B. If alcohol is served, it must be provided and served by the City concessionaire.
- C. The City does not provide coffeemakers, dishes, etc., and there are no kitchen facilities.
- D. If an event is scheduled in the Courtyard/Park and any form of cooking (e.g., barbeque, open fire, coal) is requested, a current Ventura County Health Department Permit is required, and a copy of the permit must be submitted with the reservation application. The Permit must also be visibly displayed on site during the event.

EQUIPMENT

Equipment (e.g., overheads, televisions, VCRs, telephones, videoconferencing) and furniture are not available.

DAMAGES

Any damages, including spills, should be reported immediately. Undue damage will be charged to the user. Groups leaving facilities in poor condition will be denied future use.

CLOSING

Groups must vacate the facility no later than the time designated on the Reservation Application. Any damages resulting from failure to do so will be charged to the user, and future use may be denied.



**Anthony J. Tesoro Courtyard of the Oaks (Courtyard)
and/or the
Mary and Richard Carpenter Plaza Park (Park)**

**PARKING POLICY AND LIVE ENTERTAINMENT, RECORDED MUSIC
AND/OR USE OF MICROPHONE POLICY**

It is hereby agreed the following Parking Policy and the Live Entertainment, Recorded Music and/or Use of Microphone Policy have been established and will be followed as a courtesy to the neighbors of the Civic Arts Plaza (CAP):

Parking Policy

- All vehicles of participants/attendees are to be legally parked on public streets or at the CAP parking structure only. It is the applicant's responsibility to ensure that vehicles are not parked in lots of private properties or businesses.
- If the event is of significant size or impact to the area, applicant may be required to provide sufficient personnel at their cost to monitor and minimize parking of participants/attendees at neighboring properties and direct them to proper available parking.
- Proper signage and direction to parking areas will be provided by the applicant organization.
- Driving, loading or unloading vehicles, and/or parking on the Park or Courtyard grounds is prohibited.
- If a Theatres performance is scheduled during the same time as an event in the Courtyard or Park, the per vehicle fee will be required to park in the structure.

Live Entertainment, Recorded Music and/or Use of Microphone Policy

- The undersigned agrees that the volume of the entertainment and/or microphone will be kept at a level as not to be in violation of the City's Noise Ordinance. (Copy of the Noise Ordinance is available from Code Compliance.)
- To reduce the noise level, and as a courtesy to nearby residences and businesses, use of the stage area of the Courtyard with microphones and entertainment facing the Civic Arts Plaza Building rather than Thousand Oaks Boulevard is encouraged.
- If complaints are received during an event, event staff will be notified and requested to take action to mitigate the disturbance(s).
- If complaints are received after the event, the applicant will be notified of the concerns for future planning. If concerns are not corrected, the City reserves the right to terminate the event or deny requests for future events.

Signature of Responsible Party

Date

**DECLARATION OF VOLUNTARY
PARTICIPATION AND RELEASE OF LIABILITY**

1. I, _____, am not an employee of the City of Thousand Oaks ("City"),
and _____
(Print Name)
I am volunteering to participate in the _____ ("the Activity").
2. By this declaration, I acknowledge that my participation in the Activity is entirely voluntary.
3. I understand that my participation in the Activity is not intended to nor does it create any special relationship between the City and me and/or my child, and that neither the City nor any of its employees has required me to participate in the Activity.
4. I acknowledge that the City does not have any liability for payment of workers' compensation benefits to me or any injury, damage or death, which may arise out of my participation in the Activity.
5. I have been advised that the City denies liability for payment of workers' compensation benefits for any injury that may arise out of my participation in the Activity.
6. Further, I understand that my participation in the Activity may involve risk of harm. With knowledge of the risks involved, I voluntarily consent to my participation in the Activity and agree to assume any and all risks of injury, damage, or death from my participation.
7. I hereby agree that I, my heirs, distributees, guardians, legal representatives, and assignees shall not make a claim against, sue, attach the property of, or prosecute the City, the City Council and each member thereof, or the City's agents, servants, employees, or representatives, for injury, damage, or death resulting from a dangerous condition of City property, equipment, or facilities, or from the negligence or other acts of any agent, servant, employee or representative of the City or any third person during my participation in the Activity.
8. I hereby release and discharge the City, the City Council and each member thereof, its agents, servants, employees, or representatives from all actions, claims, or demands that I, my heirs, distributees, guardians, legal representatives or assignees now have or may hereafter have for injury, damage, or death resulting from my participation in the Activity.
9. I HAVE CAREFULLY READ THIS DECLARATION OF VOLUNTARY PARTICIPATION AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I WILL BE GIVING UP MY RIGHTS TO MAKE A CLAIM AGAINST OR SUE THE CITY, ITS CITY COUNCIL, AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES, FOR ANY INJURY, DAMAGE OR DEATH I MAY SUSTAIN DURING MY PARTICIPATION IN THE ACTIVITY. WITH THIS IN MIND AND WITHOUT ANY MENTAL RESERVATION, I SIGN THIS RELEASE OF LIABILITY VOLUNTARILY AND WITHOUT ANY THREAT OR COERCION FROM THE CITY, ITS CITY COUNCIL, AGENTS, SERVANTS, EMPLOYEES OR REPRESENTATIVES.

Signature

Date



City of Thousand Oaks

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Agreement is entered into this ____ day of _____, _____, between the undersigned, _____, ("User"), and the City of Thousand Oaks, hereinafter referred to as "City."

WHEREAS, the User agrees to apply to obtain a Special Events Permit from Code Compliance with the City if 300 persons or more will be attending the event; if amplification of music/sounds is utilized; and/or if any other unusual or allowed sounds is requested to allow an event to occur on _____, at the Anthony J. Tesoro Courtyard of the Oaks and/or the Mary and Richard Carpenter Plaza Park ("Park"), located at 2100 Thousand Oaks Blvd, Thousand Oaks, California 91362. The event is titled: _____.

NOW, THEREFORE, in consideration of the above recital, and in consideration of the promises hereinafter set forth, the parties agree as follows:

The User agrees to defend, indemnify and hold harmless the City and its officers, agents and employees against any and all claims, damages, injuries and liability for any and all injuries or damages to any person or property whatsoever occurring or caused by the User's use of the Park on _____. Said indemnification also includes all investigation expenses, attorney fees, witness fees and court costs.

This Agreement shall be binding upon all heirs, assigns, or successors in interest to the parties herein to this Agreement.

So as not to interfere with the next event and as directed by the City, User shall clear and clean the Park by removing all personal items, trash, food, drinks, rubbish, and other items. User shall be responsible for damages to the premises, and any City equipment during the above times designated for use. User shall pay for the repair and/or replacement of any of the City's equipment, sprinklers, trees, public art, appliances, materials, lighting instruments, microphones, and/or supplies broken, damaged, or lost as a result of use of the Park. If User fails to comply with the clean-up requirements, the City is hereby authorized to remove and store, at User's sole expense and risk, User's items not removed.

User agrees to remove or replace, at their expense, any improvements that were damaged as a result of the work or were not installed correctly, at the discretion of the City Engineer.

This Agreement and/or any disputes arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

CITY OF THOUSAND OAKS:

USER:

By: _____

By: _____

(Print Name)

(Print Name)

Ventura County Fire Protection District

Requirements for Special Events in the Anthony J. Tesoro Courtyard and the Mary and Richard Carpenter Plaza Park

Name of Event: _____

Date of Event: _____

Approval from the Ventura County Fire Department is granted subject to the following conditions:

1. For tents having an area in excess of 200 square feet, or any canopy in excess of 400 square feet, or for any adjacent tents or canopies without a 20-foot separation, contact the Ventura County Fire Protection District for a Uniform Fire Code Tent Permit application at (805) 389-9738.
2. Maintain a 20-foot clearance for fire department access.
3. Obstructions shall not be placed within 3 feet of any fire hydrant and access to all fire hydrants and fire department/fire sprinkler connections shall be maintained at all times.
4. Maximum travel distance to a currently tagged portable fire extinguisher with a 2A:10BC rating shall not exceed 75 feet.
5. All electrical wiring shall be permitted by the City or County Building and Safety Department and maintained in accordance with the National Electrical Code.
6. Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two (2) sides and shall not be located within 10 feet of amusement rides or devices. All portable barbecues shall be located at least 10 feet from any building or combustible storage area. There shall be a portable fire extinguisher with a 2A:10BC minimum rating accessible to cooking area.
7. At least one (1) 40B:C rated fire extinguisher shall be provided where deep-fat fryers are used.
8. Any persons not necessary to the barbecue operation shall be kept at least five (5) feet from the barbecue. Barbecues utilizing propane shall be listed for such use or shall comply with nationally recognized standards. All propane containers shall be secured to prevent from being knocked over.
9. All generators shall be isolated from the public by physical guards, fence or enclosure.
10. All exits shall be maintained free of obstructions.

I agree to comply with the above stated policies and regulations.

Signature of Responsible Party

Date