



## STAFF REPORT

### SUBJECT:

REVIEW AND APPROVE POLICY/PROCEDURE NO. 2909 FOR BIOLA COMMUNITY CENTER USE REGARDING EVENT REQUESTS AND APPROVAL PROCESS

### RECOMMENDATION:

Staff recommends the Board provide feedback and consider approval of Policy No. 2909.

### BACKGROUND:

At the April 17, 2025 Board meeting, staff was directed to draft a formal policy outlining the process for third-party use of the Biola Community Center for special events where typically there are no charge or fees as these are mainly all community events.

### DISCUSSION:

The Board is encouraged to review the draft policy and provide comments or revisions prior to final adoption.

Policy No. 2909 establishes the procedure for outside groups or community members to request use of the Community Center for public benefit events. It is separate from the standard facility rental process.

Key provisions include:

- Requests must be submitted at least 30 days in advance using the designated application form.
- Applicants must provide a signed Waiver of Liability, an Indemnification Agreement, and proof of insurance naming the District as an additional insured.
- District staff will review all materials. Requests may be approved by the General Manager or referred to the Board.
- The District may deny any request that poses operational or legal risk.
- The Policy provides the following Attachments: Application Form – Third-Party Event Request, Sample Waiver and Release of Liability (Template A), Sample Indemnification Agreement (Template B), and Biola Community Center Facility Use Agreement.

Approved applicants will be notified once all documents are reviewed. They will need to sign a Facility Use Agreement and must comply with all District rules. Failure to comply with requirements may result in revocation of approval and/or denial of future use.

### FISCAL IMPACT:

There is no anticipated immediate fiscal impact associated with this item.

### PREPARED BY:

Marisol Camacho, Interim General Manager

Attachments: DRAFT BCSD Policy No. 2909

---

# Biola Community Services District

## POLICY AND PROCEDURE HANDBOOK

### **POLICY: Biola Community Center Use: Event Request and Approval Process**

**POLICY NUMBER: 2909**

**Purpose:** This procedure outlines the process for third-party community members or outside organizations requesting to use the Biola Community Center for special events. This procedure does **not** apply to standard hall rentals where a deposit and rental fee are paid. Instead, this applies to use requests where no fee or deposit is normally required.

**Policy:** As per prior Board direction, all third-party requestors must:

1. Sign a written waiver and release of liability.
2. Add the Biola Community Services District ("District") as an additional insured under their liability insurance policy.
3. Enter into an indemnification agreement with the District.

**Procedure:**

1. **Submit Request:**
  - o Interested third parties (e.g., community groups, outside organizations) must complete and submit the "Biola Community Center Use Application – Third Party Request" form.
  - o The completed application must be submitted at least 30 days prior to the proposed event date.
2. **Attach Required Documents:**
  - o A signed waiver and release of liability.
  - o A certificate of insurance naming the District as an additional insured.
  - o A signed indemnification agreement (template provided by the District upon request).
3. **District Review:**
  - o Staff will review the submitted application and documents for completeness.
  - o If any documents are missing or incomplete, the applicant will be contacted to provide the necessary items.
4. **Board or General Manager Approval:**
  - o Once complete, the application packet will be submitted to the General Manager (or the Board if deemed necessary) for review and approval.
  - o The District reserves the right to deny any use request that poses an unreasonable risk or conflicts with District operations or policies.
5. **Confirmation:**

- If approved, the applicant will receive written confirmation of approval, including any special conditions of use.
- The applicant and authorized representative will sign the Biola Community Center Facility Use Agreement

**6. Use of Facility:**

- The applicant is responsible for adhering to all District rules and policies while using the facility.
- Failure to comply with requirements may result in revocation of approval and/or denial of future use.

**Notes:**

- This procedure is not intended for traditional hall rentals, which require a separate rental process including a fee and deposit.
- No fee or deposit is typically required for third-party community use requests governed by this procedure.

DRAFT



## Biola Community Center Use Application – Third Party Request

This form is for community members or outside organizations requesting to use the Biola Community Center at no cost. This application is **not** for standard hall rentals that require a deposit and fee.

### SECTION 1: APPLICANT INFORMATION

Name of Individual/Organization: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

### SECTION 2: EVENT DETAILS

Name of Event: \_\_\_\_\_

Description of Event: \_\_\_\_\_

\_\_\_\_\_

Date(s) Requested: \_\_\_\_\_

Time (Start – End): \_\_\_\_\_

Estimated Number of Attendees: \_\_\_\_\_

### SECTION 3: DOCUMENTATION CHECKLIST

Please attach the following documents with this application:

- Signed Waiver and Release of Liability** – A signed document agreeing to release the District from any liability related to the event.
- Certificate of Insurance** – Proof of insurance that names the Biola Community Services District as an additional insured.

**Signed Indemnification Agreement** – A document indemnifying the District against any claims or damages resulting from the event.

**SECTION 4: CERTIFICATION**

I certify that all information provided is true and correct to the best of my knowledge. I understand that submission of this application does not guarantee approval. I agree to comply with all rules and policies of the Biola Community Services District.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

*Submit this application and required documents to the Biola Community Services District at least 30 days prior to the proposed event. Without the requested information and supporting documentation, the General Manager or the Board will not take the request into consideration.*

DRAFT

SAMPLE TEMPLATE - WAIVER AND RELEASE OF LIABILITY

**Waiver and Release of Liability**

**THIS WAIVER AND RELEASE OF LIABILITY** (the "Release") is entered into by and between **[Name of Applicant]** (the "Applicant") and **Biola Community Services District** (the "District").

**1. Assumption of Risk:**

The Applicant understands and acknowledges that participation in the use of the Biola Community Center involves inherent risks, including but not limited to personal injury, property damage, or other unforeseen consequences. The Applicant voluntarily assumes all risks associated with the use of the facility.

**2. Waiver of Claims:**

In consideration for the District allowing the Applicant to use the facility, the Applicant, on behalf of themselves and any representatives, hereby waives, releases, and discharges the District, its officers, employees, agents, and contractors from any and all liability for personal injury, property damage, or loss, whether caused by the negligence of the District or otherwise.

**3. Indemnification:**

The Applicant agrees to indemnify and hold harmless the District, its officers, employees, agents, and contractors from and against any and all claims, demands, liabilities, damages, and costs (including attorney's fees) arising from or in connection with the Applicant's use of the facility.

**4. No Admission of Liability:**

This Release is not an admission of liability by the District. It is intended to prevent any future claims against the District arising from the Applicant's use of the facility.

**5. Governing Law:**

This Release shall be governed by and construed in accordance with the laws of the state of California.

**IN WITNESS WHEREOF**, the Applicant has executed this Waiver and Release of Liability as of the date below.

Signature of Applicant: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## SAMPLE TEMPLATE - INDEMNIFICATION AGREEMENT

### Indemnification Agreement

**THIS INDEMNIFICATION AGREEMENT** (the "Agreement") is entered into by and between **[Name of Applicant]** (the "Applicant") and **Biola Community Services District** (the "District").

#### **1. Indemnification Obligation:**

The Applicant agrees to indemnify, defend, and hold harmless the District, its officers, employees, agents, and contractors from and against any and all claims, damages, losses, liabilities, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with the Applicant's use of the Biola Community Center for the event described in the application.

#### **2. Scope of Indemnification:**

The indemnity obligation under this Agreement includes, but is not limited to, claims arising from the Applicant's negligence, misconduct, breach of contract, violation of law, or any other act or omission during the event or in the use of the facility.

#### **3. Duty to Defend:**

The Applicant agrees to immediately take over the defense of any claim or lawsuit brought against the District, its officers, employees, agents, or contractors, and to pay all related legal fees, court costs, and settlement amounts, if applicable.

#### **4. No Limitation of Liability:**

The indemnification obligations under this Agreement are not limited by any insurance coverage provided by the Applicant.

#### **5. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**IN WITNESS WHEREOF**, the Applicant has executed this Indemnification Agreement as of the date below.

Signature of Applicant: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

IF APPROVED BY THE GENERAL MANAGER OR BOARD

## **Biola Community Center Facility Use Agreement**

This **Facility Use Agreement** (the "Agreement") is entered into by and between **[Name of Applicant]** (the "Applicant") and **Biola Community Services District** (the "District") for the use of the Biola Community Center.

### **1. Purpose:**

This Agreement authorizes the Applicant to use the Biola Community Center for the event described in the application submitted to the District.

### **2. Facility Use and Responsibilities:**

- **Authorized Use:** The Applicant is authorized to use the facility for the event specified in the application only. Any other use or activity is strictly prohibited without prior written approval from the District.
- **Facility Condition:** The Applicant agrees to leave the facility in the same condition as it was found. All equipment, furniture, and fixtures must be returned to their original arrangement.
- **Damages:** The Applicant is financially responsible for any damages to the facility or its contents caused during the event. The District reserves the right to charge the Applicant for repairs or replacement of any damaged items or property.

### **3. District Responsibilities:**

- **Facility Access:** The District will provide staff to open the facility prior to the event and to close the facility after the event has ended.
- **No Additional Assistance:** District staff will not be responsible for event setup, takedown, or cleanup. The Applicant is responsible for all setup and cleanup activities.
- **Restrooms and General Maintenance:** District staff will ensure that restrooms and common areas are in proper working order prior to the event, but the Applicant is responsible for maintaining cleanliness during the event.

### **4. Liability and Indemnification:**

- **Liability Waiver:** The Applicant agrees to sign the **Waiver and Release of Liability** and the **Indemnification Agreement**, as outlined in the application process. These documents release the District from any liability related to the use of the facility.
- **Indemnification:** The Applicant agrees to indemnify and hold harmless the District for any claims, damages, or losses arising from the use of the facility during the event.

### **5. Additional Terms:**

- **Compliance with Laws and Policies:** The Applicant agrees to comply with all applicable local, state, and federal laws, as well as any policies or rules of the District.
- **Approval Conditions:** This Agreement is subject to approval by the District. The District reserves the right to deny use or cancel the event at any time, should the Applicant fail to adhere to the terms of this Agreement or if an unexpected thing comes up that is out of the control of the District.
- **Smoking:** Smoking is only permitted outdoors 20 feet away from the building.

## 6. Signatures:

By signing below, the Applicant agrees to the terms and conditions of this Agreement and acknowledges that they have read and understood the rules and regulations for using the Biola Community Center.

Signature of Applicant: \_\_\_\_\_  
Printed Name and Title (if applicable): \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of District Representative: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT