



CITY OF THOUSAND OAKS

2331 Borchard Road, Suite A

COMMUNITY GALLERY RESERVATION REQUEST FORM



NAME OF ORGANIZATION (TENANT): _____

NAME OF REQUESTOR/PARTY IN CHARGE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

REQUESTED DATES FOR USE: _____ TO _____

INSURANCE: CITY OF THOUSAND OAKS TENANT PROCURED INSURANCE

Note: Any tenant procured insurance must meet current City requirements without exception. If the requesting organization cannot provide insurance meeting the City's requirements or purchase liability insurance through the City within 30 days from the lottery date, the organization's reservation will be canceled.

(Please initial.)

By signing below, the Requestor and Tenant acknowledge and affirm the following:

- Tenant agrees to comply with, and to assure that each of its members complies with, all provisions of the Community Gallery Usage Policy.
- All reservations are considered tentative until signed by the City. The City reserves the right to cancel a reservation with 30 calendar days of notice.
- The City reserves all of its rights and remedies up to and including canceling the Tenant's use immediately if the Community Gallery Usage Policy is violated by the Tenant.
- The Tenant agrees to pay the City for all damage to City property during the rental period.
- The Tenant agrees to provide proof of liability insurance that meets the City's current requirements within 30 days from the lottery date, or purchase liability insurance through the City.
- At least 30 calendar days prior to use, the Tenant shall provide to the City a list of organization members (Sitters) who will be present during its rental period and a signed Hold Harmless Agreement from each of these members.
- The Tenant has sole responsibility for obtaining all required permits (including, but not limited to, food and amplified sound) for its operations during its rental period.
- **MASTER HOLD HARMLESS AGREEMENT:** The Tenant agrees to defend, indemnify, and hold harmless the City of Thousand Oaks, its elected officials, officers, employees, agents, and volunteers as well as any contractors, subcontractors, and equipment providers the Tenant uses during its rental period from any and all claims, lawsuits, demands, judgements, or liability resulting from the operation of the Thousand Oaks Community Gallery.

Tenant Representative

Date

For City Use Only:

Lottery Date: _____

Approved: _____
Library Director Date

Insurance Due Date: _____

Insurance Approved: _____
Initials

Facility Rental: _____ / _____
Payment Check # Date

Insurance: _____ / _____
Payment Check # Date

Community Gallery Reservation Procedure and Rules of Use

The City of Thousand Oaks desires to make the Community Gallery at the Newbury Park Branch of the Thousand Oaks Library available for public use, primarily for the support and display of art and the local art community. The City is committed to making this facility available on a fair and equitable basis and insuring that the facility is adequately maintained to provide a safe and lasting space for our community.

RESERVATION

A. Availability

- i. For any time period where a City Department, City Committee or City Commission has not reserved use of the Community Gallery, the Gallery will be made available for rental.

B. Rental Fees

- i. Rental rate for the Community Gallery will be established by the City Council through the adoption of a Fee Resolution.
- ii. Rental periods will be offered on a calendar month basis. Rental of the gallery need not be for a full month. Rental rates will be prorated as follows:
 1. Rental for more than 21 consecutive days in a month: 100% of monthly rate;
 2. Rental for more than 14 consecutive days in a month: 75% of the monthly rate;
 3. Rental for more than 7 consecutive days in a month: 50% of the monthly rate;
 4. Rental for 7 or fewer consecutive days in a month: 25% of the monthly rate.

C. Lottery dates:

- i. The lottery for the months of January, February and March will be held on the last Monday in June at 9:00 a.m. in the main lobby of the Grant Brimhall Library.
- ii. The lottery for the months of April, May and June will be held on the last Monday in September at 9:00 a.m. in the main lobby of the Grant Brimhall Library.
- iii. The lottery for the months of July, August and September will be held on the third Monday in December at 9:00 a.m. in the main lobby of the Grant Brimhall Library.

- iv. The lottery for the months of October, November and December will be held on the last Monday in March at 9:00 a.m. in the main lobby of the Grant Brimhall Library.
- v. Adjustments to the lottery dates/times will be announced on the City's website and provided to frequent users.

D. Eligibility:

- i. Community groups wishing to reserve the gallery for display of art are eligible to participate in the lottery. City will make final determination on any questions of eligibility.
- ii. A representative of each group wishing to make a reservation must be present at the time of the lottery.
- iii. If more than three groups wish to participate in the lottery, any group having reserved the gallery for use in the 12 months prior to the first month in the lottery shall be excluded. If excluding those groups who have reserved the gallery for use in the 12 months prior drops the number of groups participating in the lottery below 3, groups will be added back into the lottery in chronological order of their most recent reservation of the gallery until there are exactly 3 groups participating in the lottery.

E. Lottery process:

- i. Groups wishing to participate in the lottery must submit a signed Community Gallery Reservation Request form prior to the beginning of the lottery.
- ii. A representative of each group will be assigned a random number prior to the lottery. The numbers shall be consecutive from 1 to the total number of groups desiring a reservation. (e.g. if there are 5 groups seeking a reservation, the group numbers will be 1, 2, 3, 4, and 5.)
- iii. The City official conducting the lottery will randomly order the numbers that have been assigned. This may be done by drawing the numbers or a random number generator or any other random method chosen by the City. The group holding the first number generated will have first choice of months, the group holding the second number generated will have the second choice of months and the group holding the third number generated will have the remaining month. (e.g. If the numbers generated in order are 3, 5 and 2, the group assigned number 3 would have first choice of months. The group assigned number 5 would choose between the two remaining months. The group assigned number 2 would receive the remaining month.)

F. Post lottery:

- i. Any months not reserved through the lottery, or reservations not confirmed within **30** days following the lottery, will be made available to other groups on a first come, first serve basis.
- ii. Reservations will be posted on a community gallery calendar on the City's website following the lottery. Groups will be able to see additional reservation opportunities.

RULES OF USE

1. A signed rental agreement and proof of insurance must be provided within **30** days following the reservation unless the reservation is made outside of the lottery *and* within 45 days of the date of the event. In this case, the paperwork must be provided within 7 days. Failure to confirm the reservation by providing a signed rental agreement and proof of insurance will result in the reservation being cancelled and the rental period being opened to other renters.
2. Monthly rental periods begin on the first day of the month. Groups may not occupy or move any art or equipment into the gallery prior to the first day of the month. Prior to occupying the gallery, a representative must walk through the gallery with a City staff member and note any conditions or deficiencies. Monthly rental period excludes the last two business days of the month. All art and equipment must be removed by the end of the rental period. Following vacation of the gallery, a representative must walk through the gallery with a City staff member and note any conditions or deficiencies. The last day of the month is reserved for any special maintenance or cleaning that may be required between groups.
3. Each group will be assigned a unique code for the entry doors. Do not share this code with anyone not in your group.
4. All members, employees and volunteers who will be assisting with your group's rental of the gallery must sign a waiver of liability on a form provided by the City.
5. Use of the gallery is exclusive to the group renting the facility. Subletting or allowing other groups to use the space is not allowed.
6. Each group is responsible for routine daily custodial care of the facility, including cleaning, stocking the restroom and removing trash. If non-routine custodial care is required, please notify the designated contact at the library.

Return executed agreement to
Tracey Stockton

City of Thousand Oaks Library Community Gallery Volunteer Liability Waiver and Agreement

I desire to support a tenant in their use of the City of Thousand Oaks' Library Community Gallery. As such, the City agrees to allow me access to the Community Gallery in consideration of the following agreement.

As a member, employee, director or volunteer of tenant, I agree to take due care during my activities. I am aware of the hazards and risks that may be associated with my activities at the City's Community Gallery. These hazards may include, but are not limited to, slipping, tripping, falling object, acts of patrons, acts of City employees and acts of other volunteers. These hazards may result in bodily injury, death, disease or property damage. I understand, accept, and assume all hazards and risks that I may be exposed to at the City's Community Gallery. On behalf of myself and for myself, my heirs, guardians, legal representatives and assignees, I hereby forever waive, release and discharge all claims and I now or in the future may have against the City of Thousand Oaks, its officers, agents, volunteers and employees for any injuries or death suffered by me or damages to my property arising out of or related to my participation in volunteer activities with the City. Further, I agree to indemnify the City of Thousand Oaks, its officers, agents, volunteers and employees against, and be responsible for, all harm, injury or damage I cause to any persons, property or equipment in conjunction with my participation in such volunteer activities with the City.

City staff or other volunteers may take photos of volunteer activities for City marketing purposes. These photos may be used unless a volunteer initials here to indicate that he or she does not authorize use of volunteer's photos for this purpose. _____

I understand that nothing in written materials provided to me by the City or in my communication with any City employee or official is intended to create an employment contract between the City and me.

Signature _____ Date _____

Print Name _____

Approved For Minor: Parent/Guardian Signature _____

Print Name _____ Date _____

Gallery User: _____ Reservation Period: _____

IMPORTANT NOTICE

Certificate of Insurance Requirements

All prospective tenants are required to furnish the City of Thousand Oaks with insurance certificates and accompanying endorsement pages for:

Commercial General Liability	\$1,000,000 per occurrence
General Aggregate	\$2,000,000
Workers Compensation *	As required under California State Law with limits not less than \$1,000,000 per accident. *

* Evidence of Workers Compensation insurance is not required if your organization does not have any employees, and will not be hiring any employees during the term of your tenancy.

You may obtain a certificate of insurance and endorsement page from your insurance broker. If you do not have insurance at the time you select your reservation, you must purchase it and provide us with an insurance certificate and endorsement page within 30 days from the day upon which your reservation was approved, but no less than 30 days prior to your use of the Gallery.

PLEASE NOTE: If you wish, you may purchase insurance directly through the City of Thousand Oaks. Please send an e-mail to Eamon McSweeney emcsweeney@tolibrary.org or call at 805-381-7330 to obtain a price quote.

THE FOLLOWING INFORMATION IS REQUIRED ON ALL CERTIFICATES OF INSURANCE, WHICH MUST PROVIDED WITHIN 30 DAYS FROM THE DAY UPON WHICH YOUR RESERVATION WAS APPROVED. IF WE DO NOT RECEIVE A CERTIFIACTE OF INSURANCE AND ENDORSEMENT PAGE THAT MEETS THE CITY'S CURRENT REQUIREMENTS, YOU WILL BE REQUIRED TO PURCHASE EVENT INSURANCE THROUGH THE CITY OF THOUSAND OAKS, OR YOUR RESERVATION WILL BE CANCELED.

- Description of Operations: The City of Thousand Oaks, its officials, employees, agents, and volunteers must be named as additional insured. This must also be provided on an additional insured Endorsement Page, which is in addition to the Insurance Certificate.
- The Cancellation Clause must read: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

The Insurance Certificate and Additional Insured Endorsement should be sent by e-mail or post to:

Eamon McSweeney
Thousand Oaks Library
1401 E Janss Road
Thousand Oaks, CA 91362
emcsweeney@tolibrary.org

Revised July 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Instructions: Please follow carefully!

Send this sample Certificate/Endorsement to your insurance broker. This sample shows the insurance types, limits, and requirements of the City of Thousand Oaks. Remember that many requirements need an attached Endorsement Page.

CONTACT NAME:

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEP						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

Note: Evidence of Workers Compensation insurance is needed only if your organization has employees, or is planning on hiring employees for your event.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Thousand Oaks and its officials, employees, agents, and volunteers are named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

**City of Thousand Oaks
Thousand Oaks Library System
1401 E. Janss Road
Thousand Oaks, CA 91362**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You
2331 Borchard Rd., Suite A, Newbury Park, CA 91320
2. Name of Person or Organization (Additional Insured):
The City of Thousand Oaks and its officials, employees, agents, and volunteers.
3. Additional Premium:
Included.

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Alliant Insurance Payment Worksheet for 2018

Tenant user group may purchase insurance from Alliant Insurance's Services, Inc. through the Cultural Affairs Department – City of Thousand Oaks.

Please complete this worksheet to determine cost of insurance.

User Name _____

User Phone Number _____

A. GALLERY INSURANCE:

Your use starting on _____ and ending on _____
\$220.00 per calendar month (1/2 month users pay full amount.)

B. RECEPTION/ WORKSHOPS OR OTHER ACTIVITIES:

FAILURE TO LIST EVENTS MAY RESULT IN NON-COVERAGE FOR EVENT.

(Please list name and dates of each activity including number of participants)

1. _____
2. _____
3. _____
4. _____
5. _____

Make your single check payable to "City of Thousand Oaks"

Send this worksheet and one check to:

Eamon McSweeney
Thousand Oaks Library
1401 E. Janss Road
Thousand Oaks, CA 91362