

**CITY OF OJAI
RESOLUTION NO. 16-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI ADOPTING POLICIES
FOR THE USE OF LIBBEY BOWL**

WHEREAS, the City Council desires to make the Libbey Bowl available for use by non-profit groups and commercial producers; and

WHEREAS, The City Council has determined that certain policies and procedures are required to establish the roles and responsibilities of the users and the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ojai that:

SECTION 1. Findings

The setting or revising of policies and procedures is found to be exempt under Section 15273 (a) of the California Environment Quality Act in that CEQA does not apply to charges by public agencies in cases, in which the public agency fees are for the proposed meeting of operational expenses.

SECTION 2. Adoption of Policies and Procedures

- A. The "Policies and Procedures for the Use of Libbey Bowl" provided in Exhibit A, are hereby adopted and hereto...
- B. Effective Date. This Resolution shall be in full force and effect on January 12, 2016.

PASSED, APPROVED and ADOPTED this 12th day of January, 2016 by the following vote:

AYES: Blatz, Clapp, Haney, Lara, Weirick
NOES: None
ABSENT: None
ABSTAIN: None

CITY OF OJAI, CALIFORNIA



Paul Blatz, Mayor

ATTEST:



Rhonda K. Basore, City Clerk

APPROVED AS TO FORM:



Matthew Summers, City Attorney

Libbey Bowl
Ojai, California
Policies and Procedures for the Use of Libbey Bowl

RESERVATION PROCEDURES

All prospective Users - Commercial and Non-profit - should thoroughly review the following Policies and Procedures for the Use of Libbey Bowl prior to completion / submittal of the Libbey Bowl User Application & Agreement (hereafter referred to as "Application"). All prospective Users must complete in its entirety the Application and submit to **Bowl Management*** not less than 30 days prior to date(s) of interest, along with the non-refundable Application Fee **and** Site Plan.

Upon approval (typically 7-10 business days), a **valid** Libbey Bowl Reservation will be confirmed by Bowl Management in writing, along with a **copy** of the **signed** and **dated** Libbey Bowl User Application and Agreement as originally completed by the User. User then has 15 business days to produce 1) damage deposit and 2) requisite insurance. **Failure to do so will forfeit Application.**

Application includes the use of Libbey Bowl, consisting of Performance Stage, Fixed Seating and Lawn. Any and all facilities will be utilized for their intended purposes only. Libbey Bowl is located in Libbey Park, which must be accessible to the general public at all times. Concurrent Use of Libbey Park and/or Public Tennis Courts, Closures or Reservations, **MUST** be made separate and apart from this Application.

No verbal agreements for use of Libbey Bowl shall be valid.

Deposit Refunds require **written notice of cancellation a Minimum of Ninety (90) days** prior to User date of event.

*Policies and Procedures for the Use of Libbey Bowl, approved by the Ojai City Council. City staff shall serve as Bowl management.

BOWL/PARK/TENNIS COURTS CONCURRENT USE

The Libbey Bowl User may lease rent, otherwise reserve Libbey Park and adjacent tennis courts from the City of Ojai for activities associated with and designated by a Libbey Bowl User so as not to be in conflict with or present competing interests in situations that may arise, including but not limited to: hours of operation, sound checks, rehearsals, loading, set-up / take-down, vendor access, etc.

DEPOSITS AND REFUNDS

Refunds of fees and deposits require advance written notice of cancellation ninety (90) days or more prior to User date. However, advance payments may be credited to a future date if the event is rescheduled. Cancellation notice of less than 90 days of scheduled event will result in a complete forfeiture of deposit and all User fees. If the event can not be held or rescheduled, Bowl Management will retain 50% of the Damage Deposit. The remainder of all fees paid to Bowl Management (excluding the application fee) will be refunded to the User. A Damage Deposit, in the form of a cashier's check, is required for all reservations. Deposits shall be used by Bowl Management to repair, replace or pay for any property damage that occurs during the Use either by the User or any participant at the event produced by the User. The unused portion of the damage deposit will be refunded to the User after the event and upon completion of the post-event walk-thru. The Damage Deposit may be held at the discretion of Bowl Management for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements.

DEPOSITS AND REFUNDS continued

The Damage Deposit shall be refunded upon the following conditions:

1. All items within the User Application & Agreement have been met and adhered to
2. All facilities are left in good condition in keeping with Pre-Event Walk-Thru
3. Cancellation procedures have been followed

CATEGORIZED USER FEE STRUCTURE*

<u>Libbey Bowl User Fees</u>	<u>Not-for-Profit</u>	<u>Commercial</u>
Non-Refundable Application Fee	\$100	\$1,000
Libbey Bowl Use/Day	\$600	\$1,500
Damage/Security Deposit	\$600	\$1,200

***USER FEE STRUCTURE:** Upon approval of your User Application & Agreement, please be aware that one or more of the following User Fees & Responsibilities will apply to your event, including but not limited to: Ojai Police Department, Uniform Security, Ojai Temporary Business License, Shade Cloth and Port-a-Potties. Final / Actual Costs will vary depending upon the overall scope of proposed event and whether alcohol will be served.

RESPONSIBILITIES OF USER

User shall arrange, provide, and pay for talent, sound and lights, stagehands, publicity, advertisements, backstage catering, event security (uniformed and police), medical services, ASCAP/BMI, Equity, transportation, equipment, telephones, event maintenance, crowd sanitation including port-a-potties, trash/recycling, runners and other materials, personnel and services necessary for the efficient and safe presentation of intended event at Libbey Bowl.

User shall obtain, or shall require its agents and contractors to obtain, all necessary permits and licenses, and requisite liability insurance.

User will be familiar with and fully support *Libbey Bowl House Rules*.

ALCOHOLIC BEVERAGE SALES

- While alcoholic beverages may be served during events held on Libbey Bowl premises, the sale of alcoholic beverages is prohibited except by individuals or organizations in possession of a valid license or permit issued by the California Department of Alcoholic Beverage Control.
- Individuals and sponsoring organizations should be aware of potential personal liability and legal consequences should: 1) a person who consumed alcoholic beverages provided at an event, be involved in an accident resulting in property damage, personal injury and/or death; or 2) If there is a violation of federal, state or local laws, including service of alcohol to underage individuals.
- All service of alcoholic beverages at any event shall be provided by a caterer or server(s) who provides proof of appropriate Liquor Liability insurance coverage.
- In addition, users who engage in the service of alcohol at events held on Libbey Bowl premises shall agree to defend, indemnify, and hold the City of Ojai, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of the user to comply with the Alcoholic Beverage Control Act.

INSURANCE REQUIREMENTS

Insurance Requirements (added/modified after "The General Liability Insurance shall be written by a carrier licensed and...

- ...approved to transact business in the State of California. Upon notification/confirmation of an approved application by Bowl Management, User must submit proof of insurance coverage within fifteen (15) days of the date of the

notification/confirmation. **Failure to do so will forfeit application.** All insurance and endorsements thereto must be received and approved by the City of Ojai and then held on file with the City of Ojai **prior to the event or use of facilities.**

- In certain cases, depending on the event, the sponsor may also be required to obtain supplemental insurance coverage, including, but not limited to, liquor liability insurance coverage for service and/or sales of alcohol.
- Damage to any part of the Amphitheater, including, but not limited to, roadways, pathways, stage equipment, etc., will be charged directly to the event sponsor.
- User is also required to carry Workers Compensation and Employers Liability coverage if required by the laws of the State of California. Proof must be on file with the City of Ojai prior to the event or use of facilities.

SOUND AND LIGHTING COMPANY

User is responsible for all costs associated with sound and lighting company (ies). A licensed and insured professional sound and lighting company must provide all sound and lighting AND (upon Application Approval) provide User and Bowl Management with a **valid Certificate of Liability Insurance** - not less than 60 days prior to approved event date - per the Insurance Requirements (above) including specified indemnification language.

RIGGING COMPANY

User is responsible for all costs associated with the rigging company. A licensed and insured professional rigging company must provide all such services AND (upon Application Approval) provide User **and** Bowl Management with a valid Certificate of Liability Insurance - not less than 60 days prior to approved event date - per the Insurance Requirements (above) including specified indemnification language.

POLICE and UNIFORMED SECURITY

User is responsible for all costs associated with Police and Uniformed Security. Based on the overall scope of an event, Bowl Management will assist an Approved User with their Ojai Police Officer's and/or Uniformed Security needs as deemed necessary by the City of Ojai Police Department, Bowl Management, or both. Bowl Management, in cooperation with Ojai Police Department, will estimate User Fees prior to approved event and a Final Invoice will be mailed directly to the User for payment upon completion of event. Uniformed Security Fees are established between User and Uniformed Security Company. Uniformed Security Company must provide User **and** Bowl Management a **valid Certificate of Liability Insurance** - not less than 60 days prior to approved event date - per the Insurance Requirements (above) including specified indemnification language.

EMERGENCY MEDICAL PERSONNEL

Commercial User is required to have at least one ambulance and trained medical staff at every event, at User's sole expense.

MISREPRESENTATION OF EVENT

Any misrepresentation as to the nature of the event, the number of attendees expected, contact or payment information, or any other falsification of permit documents will result in the immediate cancellation of the event and forfeiture of all fees paid, and may result in denial of future permit requests and/or legal action.

WEATHER

Libbey Bowl is an outdoor venue subject to changing and inclement weather conditions. If User must cancel the event due to inclement weather, every effort will be made to provide an alternate date; however, an alternate date is not guaranteed. If the event cannot be held due to weather or rescheduled, Bowl Management shall retain 50% of the security deposit or the amount of any incurred expenses, whichever is greater. The remainder of all fees paid to Bowl Management (excluding the application fee) will be refunded to the User.

FORCE MAJEURE

Bowl Management is not responsible for any event that is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, or other cause beyond the control of the City of Ojai. Bowl Management will not make any refunds for, or reschedule, any events canceled as a result of force majeure.

WARRANTIES

User agrees, represents and warrants that nothing containing in the program, performance, and exhibition or in any other way connected with User's activities under this agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, User warrants that all programs, performances, concerts, etc., to be performed under the Application involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. User further agrees to indemnify, defend and hold harmless the City of Ojai, its officers, agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regards to such warranty. User warrants that the event will be suitable for the audience in attendance and will not contain profanity, nudity or adult themes and content.

WALK THROUGH (pre and post event)

User is required to accompany Bowl Management for a Pre-Event Walk Thru Inspection and Sign-Off of all User-related areas at a mutually agreeable time PRIOR to ANY and ALL deliveries or event preparation of any kind. User is also required to accompany Bowl Management for a Post-Event Walk Thru Inspection and Sign Off of all User-related areas at such time the User deems Libbey Bowl and grounds "broom clean" as required. Failure to complete Walk Through may impact Damage Deposit.

USER'S PROPERTY

The City of Ojai shall not assume any responsibility for any property placed on or in Libbey Bowl facilities or grounds. Further, the City of Ojai, their officers, agents and employees, are released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained by the use or occupancy of the facility and its environs. User will indemnify, defend and hold harmless the City of Ojai for any loss.

LAYOUT / SITE PLAN

A detailed Site Plan indicating the layout of the performance and spectator areas, concession areas, vendor areas and any other proposed facilities must be submitted with the Application. Site Plan – Exhibit A is included in the User Application & Agreement.

REHEARSAL & PRODUCTION SCHEDULE

Application requires User supply Bowl Management with a detailed production schedule.

SCHEDULED TIME / DEPARTURE TIME

Scheduled time must include set-up, decorating, preparation, event and teardown. A minimum two-hour clean-up period must be included. Bowl Management must be notified 48 hours prior to the event if additional time is needed.

All equipment and supplies belonging to User must be removed from Libbey Bowl upon departure

SET-UP/TEAR-DOWN/STORAGE

User is responsible for setting up and tearing down chairs and all other equipment used at the event. User property must be removed from the premises at time of departure; User may NOT store belongings at Libbey Bowl.

DELIVERIES

All deliveries in support of event must be scheduled to arrive according to Application.

USER/VENDOR REQUIREMENTS

- User is responsible for Vendors using extension cords. Cords must be heavy duty, outdoor, 13-15 amp cords in good working condition with NO frays or repairs. User must ensure cords are taped or otherwise secured to prevent tripping.
- User is responsible for collecting all Certificates of Liability Insurance from Vendors. Insurance Certificates MUST be current and in keeping with Insurance Requirements (page 3).
- User is responsible for collecting copy of (Temporary) Ojai Business License from each Vendor as required.
- User will ensure Vendors display both a VC business tax receipt and a state license.
- User must ensure that all Food Vendors are properly approved by and show current / valid Ventura County Health Department Certificate. Inspection by a Ventura County Health Department representative may occur at any time.
- User must ensure that all Food vendor tents (and their extinguishers) are prepared for inspection by the Fire Department prior to event start. All Food Vendors that prepare hot foods are required to have on site, two (2), 10lb ABC fire extinguishers. If hot oil or grease is to be used in food preparation, one (1) 10 lb. 40BC fire extinguisher is required.
- User MUST ensure that if cooking oil or charcoal is used, ALL related waste products MUST be properly contained / stored following their use and disposed of according to regulatory measures. User must ensure that under NO circumstance should used oil be poured, released or otherwise discharged into the drainage system, nor any hot coals placed on the ground, in the trash or otherwise.
- User is responsible for collecting, properly sorting and placing all trash and recyclables in the appropriate containers. User must see to it that Vendor areas are cleaned and returned to their original state.
- User will ensure that Temporary Parking Access Passes issued by Bowl Management are displayed in each vehicle temporarily parked in the vendor load/unload area. Absolutely NO vehicles may be parked on the grass.
- User is responsible for providing over night security to the Vendor area if necessary.
- User will ensure Vendors do not discriminate against any persons because of race, creed, religions, sexual orientation, or national origin. User will ensure Vendors conduct themselves in a proper manner so as not to cause any harm to patrons or employees legally on the property.
- User will ensure Vendors comply with all laws of the United States, the State of California, Ventura County, City of Ojai, Police/Sheriff and Fire Departments, or any other applicable laws, codes, and regulation.
- User is ultimately responsible for all vending areas - subject to inspection by Bowl Management prior to the event start for compliance of the above rules. Violations of any kind are grounds for shutting down said Vendor.
- User will be responsible for collecting and paying all applicable sales taxes, including federal, state and city taxes.

DEFACEMENT OF FACILITY / GROUNDS

No decorative or other materials shall be taped, wired, glued, nailed, tacked, screwed or otherwise physically attached to any part of the Libbey Bowl including but not limited to fencing, gates, stages, buildings, windows, **trees & vegetation**, dressing rooms, restrooms, and staging areas, without prior approval from Bowl Management. User must receive prior approval to hang ANY banner or signage on Libbey Bowl or City of Ojai property. Drilling into any fence, cement, wall and/or brick on/in any part of Libbey Bowl is strictly prohibited. **Driving on Libbey Park or Bowl grass is strictly prohibited. No items shall be laid on Libbey Park ! Bowl turf that might cause damage to it.** Any group using Libbey Bowl agrees to leave the premises in the same condition it was prior to their usage. User agrees to assume all responsibility for any damages done to the premises or facility as a result of their usage. It is also understood by all parties bound by this Agreement that all or part of their deposit will be held should User not comply with this policy.

LIBBEY BOWL PROPERTY

Property belonging to Libbey Bowl / City of Ojai may not be moved or removed from stage, producer's office, dressing rooms, green room or staging areas at any time.

LAWS AND ORDINANCES

User shall comply with all laws whether federal, state or local, including all ordinances of the City of Ojai, and all its rules, regulations and requirements and those of the Ojai Police Department, Ventura County Sheriff's Department and Fire Department. Fire lanes must remain clear at all times. Any group using Libbey Bowl agrees to abide by and conform to all rules and regulations that may be adopted from time to time, including any and all alterations that might be imposed on the operational hours and use policies.

TRAFFIC CONTROL & EVENT PARKING

If it is anticipated that traffic control is needed on Ojai Ave., Signal St., or other surrounding public thoroughfares as a result of User's event, all costs associated with traffic control will be borne by the User. Parking shall be in designated areas only. Cars may not be parked on the turf, grassy areas or sidewalks. The User will provide adequate staff to control and regulate the parking of vehicles in designated areas. Service vehicles or other heavy equipment shall be allowed only in areas as authorized by Bowl Management and the City of Ojai. Offsite parking is available and shuttle buses can be arranged at Users cost. Depending on event size / scope, User may be responsible for hiring a specialized event parking company to assist with directional parking.

AMPHITHEATER CURFEW

Libbey Bowl is nestled in a residential / mixed-use neighborhood. As such, events must conclude by 10:00PM unless otherwise approved by Bowl Management. User shall be responsible for vacating the spectator and concession areas no later than 11:00PM on the date of use. User shall be responsible for vacating the park areas no later than 12AM (midnight) on the date of use.

SOUND LEVELS

Sound levels at Libbey Bowl may NOT exceed levels established by the City of Ojai as follows: The MAXIMUM allowable noise levels for concerts will be 95 decibels recorded at the sound board area, 70 decibels at the Bowl's perimeter fence, and 65 decibels at the Park property line. Monitoring of sound levels will be taken periodically throughout the event including set-up and sound check. Failure to comply with said request shall constitute a violation of Ojai Municipal Code and be cause for fines, immediate termination of the event and/or forfeiture of deposit and/or user fees.

TICKET SALES/ADMISSION FEES

Ticket sales shall not exceed the capacity of the Libbey Bowl. Tickets sales shall be limited to 975 in the permanent seating. Ticket sales for Lawn Seating shall be determined according to Site Plan submitted with Application. Bowl Management may authorize additional admission during an event if his/her on-the-spot evaluation indicates that health, safety and good order will not be jeopardized by an increase. All Ticket Sales are subject to a \$2 per ticket Facility Fee, payable to the City of Ojai.

TICKET MANIFEST

Users must provide Bowl Management with a valid ticket manifest for ticketed events. In the event there is a ticket revenue sharing agreement, the City of Ojai retains the right to audit ticket sales.

SOUVENIR SALES

The sale of any merchandise or products other than concession items must be disclosed on the Application. The City reserves the right to negotiate a commission on the net profits from merchandise sales.

UTILITIES

Electrical hook-ups are available for a limited number of concessions / vendors determined by User Site Plan.

ELECTRICITY

Adequate electrical capacity to meet the demands of the proposed event is the sole responsibility of the User. The cost of additional electrical supply beyond the permanent service in Libbey Bowl is the sole responsibility of the User. User will take all necessary precautions to protect the existing electrical service at Libbey Bowl from overload and damage. Outlets are only for the use of small radios, coffee pots, food warmers and like equipment that does not exceed a maximum of 120 amps. The User will be responsible to pay all fees associated with any required electrical technician. Electrical panels may NOT be modified by an outside electrician. If the User's equipment is not compatible with Libbey Bowl electrical panel for any reason, the User's equipment must be modified. Modifying Libbey Bowl's electrical panels will result in a fine. User is responsible for any and all necessary repairs to the Libbey Bowl electrical panels as a result of User's modification.

CREW VEHICLES & PARKING

A limited parking area will be available to production staff and vendors - adjacent to the Bowl – via limited parking passes issued by Bowl Management. NO vehicles are allowed to park on the grass areas or at loading dock.

TENTS, TABLES & CHAIRS

Tents or other Temporary Structures must be Pre-Approved by Bowl Management (per Site Plan) and be placed no more than 24 hours preceding the event and removed at the conclusion of the event. Tents, tables, chairs or other equipment are not permitted on grassy areas without prior approval from Bowl Management. User is responsible for arranging for tents (for catering, vending, artist merchandising, etc.) and all necessary tables and chairs. Tents, tables and chairs must come from a reputable company who will provide User **and** Bowl Management with a **valid Certificate of Liability Insurance** - not less than 60 days prior to approved event date - per the Insurance Requirements (page 3) including specified indemnification language.

SMOKING

Smoking is not permitted in any area of Libbey Bowl or its facilities.

FLAMMABLE MATERIALS

Gasoline or other petroleum products, or other substances or materials of an explosive or flammable nature **MUST** be indicated on the Detailed Site Plan. No cooking/heat of any kind is allowed under tree canopies.

ADVERTISING

NO Advertising, announcements of any kind or ticket sales shall be made public prior to an Approved User Agreement. Upon event approval, www.libbeybowl.org calendar of events arrangements may be made via manager@libbeybowl.org.

CLEAN-UP / TRASH & RECYCLING

Trash and Recyclables must be collected from ALL areas impacted by User, and placed in the appropriate receptacle (trash or recycling) prior to departure. Libbey Bowl and grounds must be "broom clean" prior to departure. All supplies and food must be removed from premises prior to departure. Tear down and clean-up must be completed prior to opening of Libbey Park on the next day. Post-event walk through must be completed with Bowl Management.

CONTAINERS, ICE CHESTS, OUTSIDE FOOD AND DRINKS

Libbey Bowl policies prohibit containers, ice chests or outside food and drink from being brought into Libbey Bowl during certain designated events. Flying objects (i.e. Frisbees, beach balls), laser pointers and other distracting light-emitting devices are prohibited. For a comprehensive list, please see Libbey Bowl House Rules.

TWO-WAY RADIOS

User is responsible for obtaining an efficient form of communication for event staff, including but not limited to security, medical and electrician.

LOSS/DAMAGE

User is responsible for any loss, damage of theft of personal property that is incurred by the User and/or those in attendance. User is also responsible for restoring damaged premises to pre-event condition.

ANTI-DISCRIMINATION

Discrimination by User, its officers, agents or employees, based on age, race, color, religion, sexual orientation, gender, disability or national origin, in the use of or admission to the premises is prohibited.

ABUSING POLICIES

Libbey Bowl Management reserves the right to refuse any group the privilege of using Libbey Bowl due to the abuse of the policies of the facility or the City. In addition, any group charged with an occurrence or abuse may be barred from making any further reservations and any further reservations may be cancelled at the sole discretion of Bowl Management.