

**Facility & Open Space  
Rental Policy for the Dan  
Diaz Recreation Center,  
Irwindale Aquatics Center,  
and Irwindale Parks**

**REVISED: OCTOBER 9, 2024**

## I. SCOPE

This policy will provide guidelines as it relates to the facility and open space rentals provided by and through the Dan Diaz Recreation Center and Irwindale Aquatics Center.

## II. PURPOSE

The purpose of this policy is to establish guidelines that will govern the process by which staff is able rent out facilities at and through the Dan Diaz Recreation Center and Irwindale Aquatics Center.

## III. DEFINITIONS

- a. **Applicant.** The person renting the facility or open space.
- b. **City.** The City of Irwindale.
- c. **Facility.** A public building or infrastructure such as the Dan Diaz Recreation Center, the Irwindale Aquatics Center, the Swimming Pool, the Picnic Shelter, Picnic Area, etc.
- d. **Irwindale Business.** A business located in the City of Irwindale with a valid City of Irwindale Business License.
- e. **Non-Profit.** A bona-fide 501(c) organization or government agency.
- f. **Non-resident.** A person that does not live in the City of Irwindale, does not have an active Resident Identification Card, is not a City of Irwindale Employee, or is not a business located in the City of Irwindale.
- g. **Open Space.** Any City park, picnic area, grass area, plaza, basketball court, tennis court, volleyball court, etc.
- h. **Resident Identification Card.** This card is to provide a method by which City staff can accurately identify eligible residents of the City of Irwindale for the purpose of providing a variety of benefits (i.e., rentals, programs, classes, etc.).
- i. **Resident.** A person that lives in the City of Irwindale and has an active Resident Identification Card. A City of Irwindale Employee is also able to sign up as a resident participant and must present their employee identification card at the time of signup.
- j. **Staff.** Any City employee who works at Irwindale City Hall, the Irwindale Aquatics Center, or the Dan Diaz Recreation Center.

#### IV. PROCEDURES

These procedures have been established by the City of Irwindale in an effort to ensure there is an established policy for facility and open space rentals that provides information on the following:

- List of Facilities for Rent; and
- Use of Facilities and Open Spaces; and
- Rental rates, with discounts for residents and non-profit organizations; and
- Scheduling, changes, and cancellation; and
- Security Deposits and payment; and
- Approval of rentals; and
- Liability and insurance requirements; and
- Parking and noise; and
- Prohibited activities.; and
- Decorating; and
- Pets and service animals; and
- Facility & open space cleanup; and
- City-Sponsored Events; and
- Other Permits Required; and
- Appeals Process.

##### **List of Facilities for Rent**

There are various indoor and outdoor facilities and spaces in the City of Irwindale that are available to rent. Applications are accepted on a first come, first serve basis and must be submitted no later than one week prior to the rental. For long-term rentals, applications must be submitted 30 days prior to the first rental date. The following lists the facilities available to rent as part of this policy:

1. Dan Diaz Recreation Center
  - a. Dan Diaz Recreation Center Gymnasium
  - b. Alfred F. Herrera Memorial Field (Softball Field)
  - c. Irwindale Park
    - i. Picnic Shelter (Near Playground)
    - ii. Picnic Area 1a (West of Swimming Pool)
    - iii. Picnic Area 1b (West of Swimming Pool)
    - iv. Picnic Area 2 (Adjacent to Playground)
    - v. Picnic Area 3 (Adjacent to outdoor Volleyball pit)
    - vi. Picnic Area 4 (East of the Bus Turnabout)
    - vii. Picnic Area 5 – Margaret Diaz Pavilion (North of Irwindale Plaza)
  - d. Jardin de Roca Park

- i. Picnic Area 1 (West of Tot Lot)
- ii. Picnic Area 2 (South of Tennis Courts)

- 2. Irwindale Aquatics Center
  - a. Swimming Pool

A map of these areas is attached to this policy as Exhibit "A".

To rent any of the City facilities or open spaces, please contact or visit the following centers as applicable:

Dan Diaz Recreation Center      (626) 430-2224  
16053 Calle de Paseo  
Irwindale, CA 91706

Irwindale Aquatics Center      (626) 430-2248  
16053 Calle de Paseo  
Irwindale, CA 91706

Not all rooms in a facility or open spaces are available for rental. Most open spaces are available on a first come, first serve basis. The picnic areas at Little Park of Irwindale and El Nido Park are available on a first come, first serve basis. The Picnic Shelter east of the Bus Turnabout and the Irwindale Park Trellis north of the Irwindale Plaza are available to rent. The rental fee is identified under Picnic Area in the City of Irwindale Comprehensive Schedule of Fees & Charges.

### **Facility Uses**

The facility uses are approved for but not limited to the following:

- 1. Dan Diaz Recreation Center
  - a. Dan Diaz Recreation Center Gymnasium: Gymnasium rentals are approved in accordance with the rules and regulations for but not limited to Basketball, Pickleball, Volleyball, Cheer, T-ball, Whiffle ball, etc. This includes practices, games, tournaments, and competitions.
  - b. Alfred F. Herrera Memorial Field (Softball Field): The softball field rentals are primarily approved in accordance with the rules and regulations for but not limited to softball practices, games, and tournaments. However, the use of this field is approved for City-sponsored events such as flag football and soccer, and soccer and baseball as outlined in Irwindale Municipal Code Chapter 9.16.050 – Soccer in parks, and 9.16.060 Baseball (hardball) in parks.
  - c. Irwindale and Jardin de Roca Park: The use of these picnic shelters and areas are approved for but not limited to birthday, anniversary, retirement, etc. parties; family reunions; receptions; memorials; etc. (Larger events and the use of specific equipment may require a special event, building,

electrical, etc. permits).

2. Irwindale Aquatics Center

- a. Swimming Pool: Rentals are approved in accordance with the rules and regulations for but not limited to pool parties, swim meets, water polo, AquaVolleyball, fitness, etc. This includes any practices, games, and tournaments.

No facility may be rented more than two times a week by the same person, organization, non-profit, or business.

**Facility Rental Fees**

The rental fees are tied to the most recently approved and adopted City of Irwindale Comprehensive Schedule of Fees & Charges, which can be found on the City’s website at [www.irwindaleca.gov](http://www.irwindaleca.gov).

<b>Dan Diaz Recreation Center Gymnasium</b>		
<b>Rental Fee</b>	<b>Fee Amount</b>	<b>Notes</b>
Resident	25.00	Hourly, 2 Hour Minimum
Irwindale Business/Non-Profit Organization	75.00	Hourly, 2 Hour Minimum
Non-Resident	100.00	Hourly, 2 Hour Minimum
<b>Other Fees</b>		
Scoreboard/Keeper Staff Time	At Cost	Charged at Sr. Rec Leaders Rate
Security Deposit	200.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

<b>Picnic Shelter</b>		
<b>Rental Fee</b>	<b>Fee Amount</b>	<b>Notes</b>
Resident	10.00	Hourly

Irwindale Business/Non-Profit Organization	15.00	Hourly
Non-Resident (only if less than 30 days to event)	300.00	Per Day
<b>Other Fees</b>		
Security Deposit	75.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

<b>Picnic Area</b>		
<b>Rental Fee</b>	<b>Fee Amount</b>	<b>Notes</b>
Resident	15.00	Daily
Irwindale Business/Non-Profit Organization	25.00	Daily
Non-Resident	35.00	Daily
<b>Other Fees</b>		
Power Outlet Convenience Fee	15.00	Daily

<b>Alfred F. Herrera Memorial Field (Softball Field)</b>		
<b>Rental Fee</b>	<b>Fee Amount</b>	<b>Notes</b>
Resident	25.00	Hourly
Irwindale Business/Non-Profit Organization	35.00	Hourly
Non-Resident	50.00	Hourly

<b>Softball Field Lighting Rental</b>		
Resident	15.00	Hourly
Irwindale Business/Non-Profit Organization	25.00	Hourly
Non-Resident	30.00	Hourly
<b>Other Fees</b>		
Scoreboard/Keeper Staff Time	At Cost	Charged at Sr. Rec Leaders Hourly Rate
Security Deposit	200.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

<b>Swimming Pool</b>		
<b>Rental Fee</b>	<b>Fee Amount</b>	<b>Notes</b>
Resident	200.00	Hourly
Irwindale Business/Non-Profit Organization	300.00	Hourly
Non-Resident	400.00	Hourly
<b>Other Fees</b>		
Assistant Pool Manager	At Cost	
Sr. Lifeguards	At Cost	
Security Deposit	300.00	
Insurance (if obtained through City)	At Cost	Varies per Type of Event

**Schedules, Changes, and Cancellation**

For Irwindale Residents, all facility and open space rentals are available for rent up to one week prior to a planned event as long as an Application is submitted, approved, and paid for at least one week prior to the planned event (assuming no other conflicting rental Application has been submitted and approved). Any changes to the Application must be made prior to the event. Irwindale Businesses, Non-Profit Organizations, Non-Residents and long-term rentals regardless of resident, non-resident, business, or non-profit status must apply for a rental one month prior to their event and any changes to the rental must be made one week prior to the rental.

Facility and open space rentals are subject to a cancellation fee based on the number of days prior to the event the rental was cancelled. The Cancellation Fees are listed as follows:

<b>Cancellation Fees</b>		
Cancellation Fee: 60+ Days Prior to Event	10%	10% of Rental Fee; Charged to Security Deposit
Cancellation Fee: 6-59 Days Prior to Event	30%	30% of Rental Fee; Charged to Security Deposit
Cancellation Fee: 0-5 Days Prior to Event	100%	100% of Rental Fee; Charged to Security Deposit

**Security Deposits and Payments**

Security Deposits and all fees, including insurance if purchasing from the City, must be paid for at the time the application is submitted in order to secure the rental, with the exception of any rental that requires approval from management/administration. The Security Deposit and all fees associated with these rentals will be paid for upon approval. The Security Deposit will be refunded by a City check to the Applicant, or head of household, stated on the application within 30 days upon inspection of the facility and open space area(s), confirmation that no property damage was made or prohibited activities occurred, and there is no additional clean up required as a result of the event. A staff member will be assigned to verify the condition of the rental at the end of the event. The refundable security deposit is forfeited if:

- a. The Facility or Open Space area is damaged in any way, including damaged, broken and/or missing equipment/picnic benches, graffiti, vandalism, or similar damage.
- b. The Facility, parking lot, city vehicles or any other city-owned property is damaged or left in an unacceptable manner.
- c. The Facility or Open Space area is not left properly clean.

- d. The Applicant or a member of the event engaged in prohibited activities as outlined in the Irwindale Municipal Code Section 9.16.020 and activities identified in the Prohibited Activities section of this policy.

### **Approval of Rentals**

The Application, Security Deposit and all fees, including insurance if purchasing from the City, must be paid for at the time the application is submitted in order to secure the rental, with the exception of any rental that requires approval from management/administration. All fees associated with these rentals will be paid for upon approval. The City of Irwindale may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community. The facility shall be used for the purpose stated in this Agreement and no other use will be permitted.

The Picnic Shelter and the Picnic Area rentals are processed through the Dan Diaz Recreation Center. Recreation Staff is authorized to process and approve Picnic Shelter and Picnic Area rentals. Rentals for the Dan Diaz Recreation Gymnasium, the Alfred F. Herrera Memorial Field, and the Irwindale Swimming Pool will need to be routed to and approved by the Recreation Manager/Aquatics Supervisor, Public Services Director, and the Assistant City Manager.

Any rental may be terminated for just cause.

### **Liability and Insurance Requirements**

All uses of City facilities will be subject to the following regulations and restrictions:

- A. Insurance and Indemnification.
  - a. When it is deemed to be in the best interest of the general public, the City will require the Applicant to furnish a Certificate of Insurance naming the City as additionally insured. The amount of the insurance shall not be less than \$1,000,000 per occurrence of commercial general liability insurance.
  - b. Insurance is also available for purchase through the City's Insurance. Staff will obtain a quote for insurance, which is based on type of rental, type of event, and number of rental days requested:
    - i. Note, if insurance is purchased from the City and Applicant cancels within 15 days of rental date, insurance will be returned minus a \$10.00 administrative fee.
  - c. To the full extent permitted by law, Applicant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or

liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use of the City’s facilities provided herein by Applicant, its guests, employees, agents, subcontractors, or invitees (“indemnors”) and in connection therewith:

- i. Applicant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;
- ii. Applicant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the use of the City’s facilities provided herein by indemnors; and Applicant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- iii. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Applicant for such damages or other claims arising out of or in connection with the use of the City’s facilities provided herein, Applicant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.
- iv. Applicant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from use of the City’s facilities hereunder.
- v. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Applicant and shall survive termination of this Agreement.

- B. Applicant is solely responsible for supervising all individuals at the City facility and open spaces during the event. The City is not responsible for providing this supervision.

### **Parking and Noise**

Parking for events is limited to public parking spaces and street parking. There is absolutely no parking in any area where the curb is painted red, resident and service road driveways, the bus turnabout, emergency access gates, and the entrance to the David Fraijo Martinez Public Works Building. These areas should never be blocked by vehicles. No parking is allowed in adjacent business parking lots.

Irwindale Municipal Code (IMC) Section 9.28 describes the regulations for noise. While music from a radio or phone with a small portable speaker is allowed, the ambient noise level should not exceed 50 decibels between the hours of 7am and 10pm, per IMC Section 9.28.30, in any City Park, Facility or Open Space. Any noise at a level which exceeds the ambient or the ambient base level as set forth above by more than 10 dB when measured at any boundary line of the property from which the noise emanates shall constitute proof of a violation.

### **Prohibited Activities**

An extensive list of prohibited activities in the City of Irwindale Parks can be found under Irwindale Municipal Code Section 9.16.020. For the purposes of this policy, the following activities are prohibited and the applicant will forfeit their security deposit if the applicant or anyone at the event is caught engaging in such activity:

- No smoking within any City Facility including restrooms and within 20 feet of an entrance of a facility;
- No unauthorized vehicles are allowed in the park at any time, this includes loading and unloading;
- No roping off areas or placing personal items (such as ice chests, chairs, blankets, etc.) to reserve additional picnic tables in the park that are on a first come, first serve basis;
- No amplified music (a personal radio or phone with small portable speaker is allowed), bands, DJs, carnival rides, moon bounces, tents, or animals (except on leash or Service Animals) allowed on the park grounds unless the activity is a City Sponsored event; and
- No alcohol is allowed at any parks, the Alfred F. Herrera Memorial Field, the Dan Diaz Recreation Center or the Irwindale Aquatics Center;
- No gambling of any kind shall be conducted on, or in, City facilities, and the Applicant shall ensure that no disorderly or illegal conduct shall be allowed in any facility. Charitable events and/or fundraisers in support of non-profit organizations that include a "Casino Night" or similar event where no monies are wagered are excluded from this prohibition.
- No smoking within 20 feet of main entrances, exits, and operable windows of a public building/space.

The Irwindale Police Department will be contacted if the applicant or anyone in the party uses a tent, jumper, trampoline, bounce house, or moonbounce.

### **Decorating**

Decorating is allowed in the Picnic Shelter, Picnic Areas, the Dan Diaz Recreation Center Gymnasium and the Irwindale Aquatics Center. Decorations are to be immediately taken

down and removed at the end of the event. This includes but is not limited to tape, string, or other mounting mechanisms.

### **Pets and Service Animals**

All dogs must be led by a leash or chain not more than 6 feet long and under the full control of its owner or custodian (IMC 9.16.020 A.)

### **Facility & Open Space Cleanup**

All food, trash, decorations, etc. must be cleaned up and properly disposed of in a trash can located in the facility or open space area. If the trash can is full, the Applicant must find another trash can to use. If any taco carts, or equivalent, are used, all oil/grease must be properly disposed of and cleaned. To properly dispose of the oil, place it in a leak proof container with tightfitting lids and discard in the trash with the lid secured. Do not pour oil/grease down sinks, storm drains/grates, or on the ground. If the oil/grease is not properly disposed of, then the security deposit will be forfeited.

### **City-Sponsored Events/Operations**

City-Sponsored Events will take precedence over all rentals. The Dan Diaz Recreation Center Gymnasium and the Irwindale Aquatics Center's Swimming Pool will only be available to rent outside existing hours of operation and when no events are scheduled. No rentals at the Dan Diaz Recreation Center, Irwindale Aquatics Center, Alfred F. Herrera Memorial Field or at Irwindale Park will be approved or allowed during City-Sponsored Events including but not limited to the Easter Eggstravaganza, Red, White and You BBQ, Halloween Spooktacular, Christmas Spectacular & Mayor's Tree Lighting Ceremony. Limited rentals will be allowed during Music in the Park and MariachiFest including but not limited to the Picnic Shelters and Picnic Areas; however, large attended rentals will not be approved during Music in the Park and MariachiFest in order to accommodate the City-Sponsored Events.

### **Other Permits**

A Special Event Permit may be required with the City's Community Development Department for any private event including but not limited to family reunions, corporate picnics, funerals, weddings, parties exceeding a specific number, etc. Any use of temporary equipment such as oversized tents, fencing, booths; entertainment, and the presence of vendors will require a Special Event Permit. Additional permits may also include an Amplified Sound Registration Statement Form, Building Permits, and Electrical Permits to name a few.

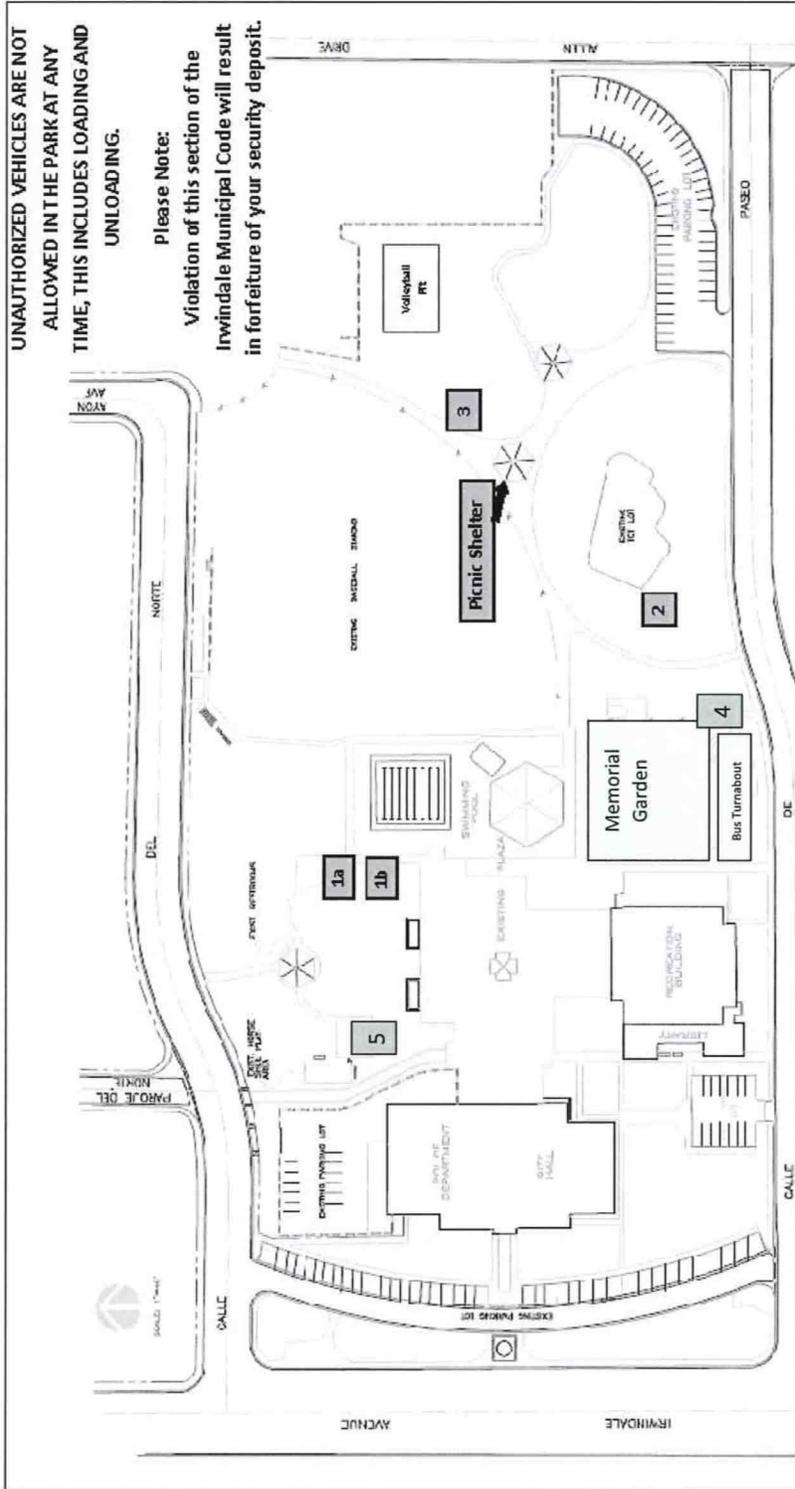
### **Appeals Process**

Any determination on issues or concerns such as a forfeit of security deposit will be made to the Office of the City Manager. Appeals must be submitted in writing for consideration by the Office of the City Manager. Forms may be submitted to the Office of the City Clerk at [cityclerk@irwindaleca.gov](mailto:cityclerk@irwindaleca.gov) no later than 3 days after the event and are available at the Dan Diaz Recreation Center and Irwindale Aquatics Center. The determination of the City Manager may be appealed to the City Council in the same manner and must be received in writing by the Office of the City Clerk no later than 3 days after the determination of the City Manager.

*This policy will be reviewed one year after its approval to receive feedback from the public and staff on how this policy is impacting the community.*

*This policy is subject to change due to a local emergency, county, or state emergency.*

# Exhibit A



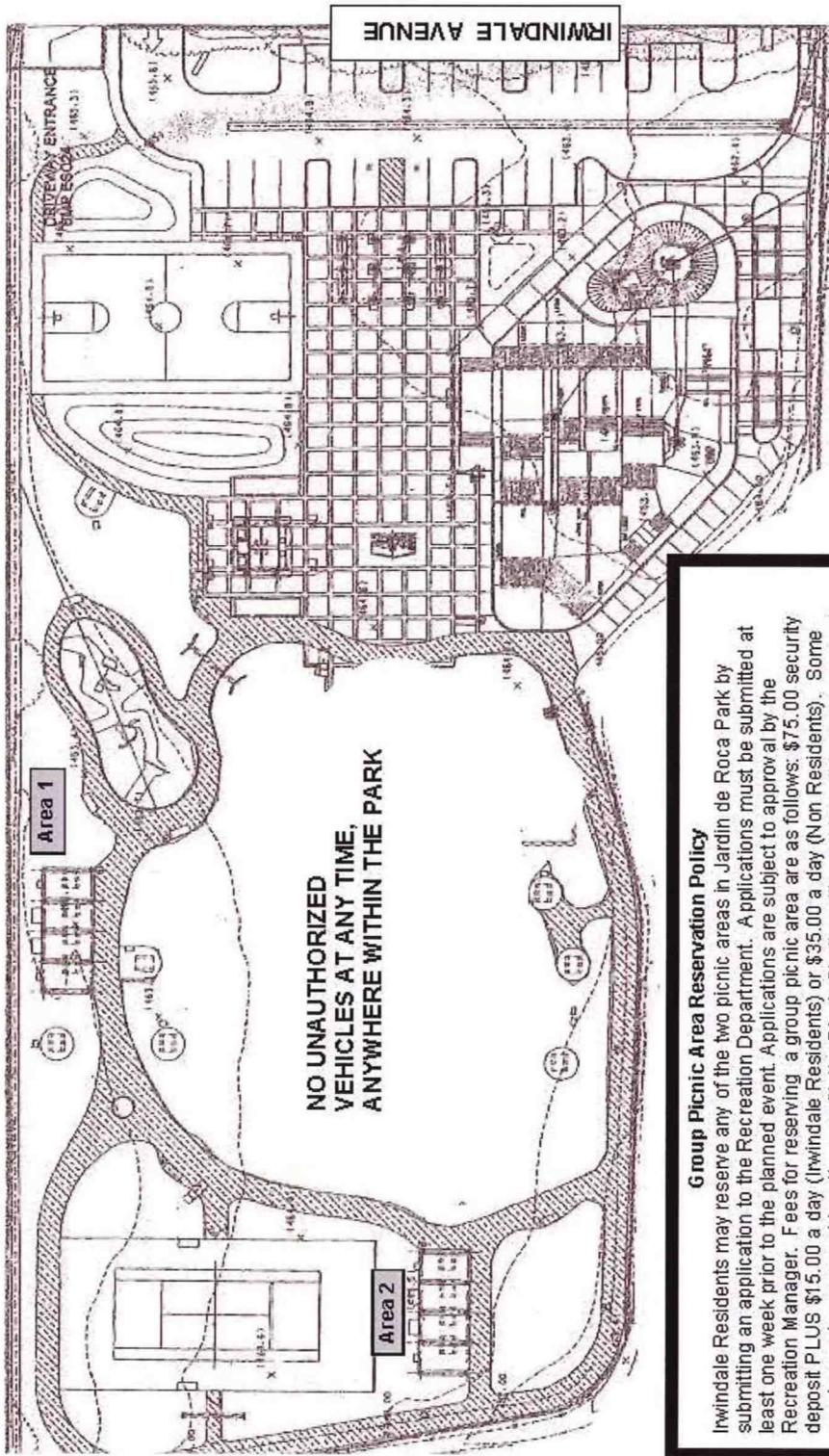
**UNAUTHORIZED VEHICLES ARE NOT ALLOWED IN THE PARK AT ANY TIME, THIS INCLUDES LOADING AND UNLOADING.**

**Please Note:  
Violation of this section of the Irwindale Municipal Code will result in forfeiture of your security deposit.**

## Group Picnic Area Reservation Policy

Irwindale Residents may reserve any of the picnic areas in Irwindale Park by submitting an application to the Recreation Department. Applications must be submitted at least one week prior to the planned event. Applications are subject to approval by the Recreation Manager. Fees for reserving a group picnic area are as follows: \$75.00 security deposit PLUS \$15.00 a day (Irwindale Residents) or \$35.00 a day (Non Residents). Some areas may be reserved together or with the Picnic Shelter with one deposit, however separate fees apply. Non Residents may only reserve areas within one month of their event.

- Area 1a** – 5 picnic tables, west of Swimming Pool (can be reserved with 1b)
- Area 1b** – 5 picnic tables, west of Swimming Pool (can be reserved with 1a)
- Picnic tables that are not within the designated group areas are available for use on a first come, first serve basis and are deemed "taken" ONLY if someone is present to reserve the table(s). The City of Irwindale does not permit roping off areas or placing personal items (ice chests, chairs, blankets, etc.) to reserve picnic areas. Amplified music, bands, carnival rides, moon bounces, tents, or animals (dogs on a leash are ok) are not allowed on the park grounds unless the activity is a City sponsored event. Amplified music or bands may be possible with a City permit. Special fees, restrictions and conditions may apply.
- Area 2** – 4 picnic tables, adjacent to playground
- Area 3** – 5 picnic tables, adjacent to outdoor Volleyball pit (can be reserved with Picnic Shelter)
- Area 4** – 4 picnic tables, east of Bus Turnabout
- Area 5** – 6 picnic tables, Margaret Diaz Pavilion



**NO UNAUTHORIZED VEHICLES AT ANY TIME, ANYWHERE WITHIN THE PARK**

**Group Picnic Area Reservation Policy**

Inwindale Residents may reserve any of the two picnic areas in Jardin de Roca Park by submitting an application to the Recreation Department. Applications must be submitted at least one week prior to the planned event. Applications are subject to approval by the Recreation Manager. Fees for reserving a group picnic area are as follows: \$75.00 security deposit PLUS \$15.00 a day (Inwindale Residents) or \$35.00 a day (Non Residents). Some area's may be reserved together or with the Picnic Shelter with one deposit however separate fee's apply. Non Residents may only reserve area's within one month of their event.

- Area 1 - 4 picnic tables, west of Tot Lot
- Area 2 - 4 picnic tables, south of Tennis Courts

Picnic tables that are not within the designated group areas are available for use on a first come, first serve basis and are deemed "taken" ONLY if someone is present to reserve the table(s). The City of Inwindale does not permit roping off of areas or placing personal items (ice chests, chairs, blankets, etc.) to reserve picnic areas. Amplified music, bands, carnival rides, moon bounces, tents, or animals (dogs on a leash are ok) are not allowed on the park grounds unless the activity is a City Sponsored event. Amplified music or bands may be possible with a City permit. Special fees, restrictions and conditions may apply.

**UNAUTHORIZED VEHICLES ARE NOT ALLOWED IN THE PARK AT ANY TIME, THIS INCLUDES LOADING AND UNLOADING.**

**Please Note:  
Violation of this section of the Inwindale Municipal Code will result in forfeiture of your security deposit.**