Indoor Facility Rental Policy

Purpose

The purpose of this policy is to establish parameters and guidelines for the indoor rental of City owned buildings and facilities. This policy explains limitations on bookings at all rentable facilities including fees, deposits, recurring bookings and the application process. This policy is in conjunction with the Facility Rental Rules and Regulations.

An "applicant" is considered a group or individual requesting to book a room or facility.

The City of San Marcos municipal code must be followed at all times in addition to the following:

General Rental Guidelines

The City has (5) indoor facilities that are rentable by the public:

Facility Name	Availability	Hours
Senior Activity Center	Weekly	8 AM – 10 PM
San Elijo Recreation Center	Monthly	8 AM – 11 PM
San Marcos Community Center	Weekly	8 AM – 10 PM
Williams Barn @ Walnut Grove Park	Monthly	8 AM – 11 PM
The Wood House @ Woodland Park	Monthly	Sunrise to Sunset

All bookings must end 1 hour prior to facility closing time. The hour before facility closure is available for cleaning only.

Booking Parameters

Facility reservations are accepted on a first-come, first-served basis. City residents and groups may reserve City facilities up to nine (9) months in advance of the rental date. Non-residents and groups may reserve City facilities up to six (6) months in advance. Reservations booked less than 60 days in advance may be denied and require Director approval. All fees are due sixty (60) days prior to event date.

Applicants wishing to rent more than (3) times per calendar year will need to receive approval from the Parks & Recreation Commission.

All facilities have a (2) hour minimum rental Monday through Thursday and (4) hour minimum rental Friday through Sunday.

Reservations cannot exceed a maximum of (12) total hours.

City facilities are not available on legal holidays or periods of closure.

All reserved hours must be consecutive.

All setup, breakdown and clean up needs to be performed on the same day.

Fees

A schedule of all rental rates can be found in Exhibit A. Facility reservations are not secured or placed on the calendar until a **non-refundable** reservation fee (20% of total cost) has been collected at time of booking for all bookings over $200. All reservations under $200 must be paid in full at the time of booking. Applicant forfeits the reservation fee if the event is cancelled, including a requested change of date. All indoor facility reservations incur a 3% transaction fee that is non refundable. Refer to the Parks & Recreation refund policy for details.

Rentals who exceed their approved exit time will be billed in (1) hour increments at a rate of 2x the standard hourly rate.

Setup / Takedown and Cleaning

All weekend rentals and all private rentals require a refundable cleaning/damage deposit (see Exhibit A). Facility set-up and clean-up is the responsibility of the applicant and some or all of the cleaning deposit may be withheld if the applicant fails to adhere to the terms of this policy. Cleaning requirements can be found in Exhibit B. Refunds on deposits will be mailed to applicant within 4-6 weeks after event completion.

The set-up and take-down of tables, chairs, and other equipment is the responsibility of the reserving group. The reserving group is responsible to for returning the facility/room to the original configuration.

All rentals of (4) hours or more are granted (1) free additional hour for cleaning after event time ends.

Insurance

Unless otherwise determined by the Director of Parks and Recreation, applicants will need to submit a copy of a general liability insurance certificate and endorsement naming the City of San Marcos and its officers, officials, employees and agents as additional insured in the amount of $1 million. Name of the applicant and the name of the insured on the certificate must match. Events with higher risk levels will require additional insurance coverage as required by the City.
Required insurance can be purchased through a city-approved provider upon request. Please contact the City for more information and rates.

Alcohol and Security

Security guard service is required for all reservations where alcohol will be present. Security requirements for all other reservations are at the discretion of the City and will be determined at time of reservation. All events with alcohol will require an additional permit from the California Department of Alcoholic Beverage Control.

Bartender must be setup inside of the facility. Alcohol cannot be served outside of the facility.

City is not responsible for any items left in or on City property, or for lost or stolen items and will not be responsible for any items delivered before or left after an event. Any items left in or on City property may be disposed of at the discretion of City staff.

Other Guidelines

No smoking is allowed at any City facility or park.

Alcohol is not allowed at the Senior Activity Center.

City staff may instruct the applicant to turn down or discontinue music due to violation of the noise permit rules and regulations.

No overnight vehicle parking at any City park or facility.

Youth Sports Council (YSC) Members

When available, all YSC members can use the following facilities at the rate of $25 per hour until 7 PM (Mon-Thurs only). Any bookings past 7PM will be charged per the fee schedule.

- Community Center Dining Room, Small Rec Room, Conference Room
- San Elijo Terrace Hall
- Gym Tunnel Room (no charge during gym open hours)

Groups can book a maximum of 1 meeting per month for up to 6 months in advance. Additional meetings can be booked based upon availability and no more than 10 days in advance.

A $52/hr additional fee applies for Friday thru Sunday bookings.

Facility Type	Facility Locations	Non Profit Organizations & HOA's (Hourly)	Private Reservations (Hourly)	Cleaning / Damage Deposit (flat rate)
Conference Multi-Purpose Room (Accommodates 10-30 people)	Community Center - Small Rec Senior Center - Crafts & Community	$31	$41	$0
Small Multi-Purpose Room (Accommodates 31-100 people)	Community Center - Dining & Large Rec San Elijo Rec Center – Terrace Hall (Includes Kitchenette) Senior Center - Horizon 2 & 3, Rec Room	$52	$72	$0
Medium Multi-Purpose Room (Accommodates 100-200 people)	Community Center - Community Main Hall (Includes Kitchen) Senior Center - Horizon Hall Woodland Park - Wood House	$93	$144	$300
Large Banquet/Wedding Facility (Accommodates 170 people)	Walnut Grove Park - Williams Barn (Includes Kitchen)	$124	$247	$300

Stage lighting setup is available upon request for $40/hour for Community Center Main Hall only.

Cleaning Requirements – Exhibit B

- A $300 refundable cleaning and damage deposit is required for certain facility rentals and must be paid by the deadline established by the City. The deposit is separate from facility rental fees and does not limit the renter's financial responsibility for cleaning or damage.
- Facilities are to be left in a clean and orderly condition.
- Tables and chairs are to be wiped clean and returned to proper storage.
- All trash must be disposed of in the onsite dumpster.
- The City may retain all or a portion of the cleaning and damage deposit for costs resulting from excessive cleaning, stains, spills, damage, or other conditions beyond normal wear and tear. This includes, but is not limited to, food or beverage stains on carpet or flooring, spills that are not properly cleaned, gum or other substances in carpet, damage to walls or furnishings, excessive trash, decorations or adhesive left behind, and cleaning required to prepare the facility for the next user.
- If professional carpet cleaning, stain treatment, repair, replacement, staff labor, or other services are required, the renter will be responsible for the actual cost incurred by the City. If these costs exceed the amount of the deposit, the renter will be billed for the remaining balance.
- If a facility attendant is scheduled at your event, they are not responsible for making deposit refund determinations but they will inspect the facility to ensure it is left in a clean and orderly condition, all rental requirements have been followed, and no damage or excessive cleaning is required.
- Each event over (4) hours will be granted a maximum of one (1) hour following the function for clean-up of the facility.
- Applicant can be billed for Fire Department response due to false alarm or exceeding room capacity per the Fire Code; Sherriff's response due to failure to follow all laws and ordinances, including, but not limited to, the City's sound ordinance and laws related to disturbing the peace.

Kitchen Use – Exhibit C

- Applicant or its catering representative must receive a kitchen walk-through and instructions on the day of scheduled event. The applicant is ultimately responsible for the proper use, care and clean-up of the kitchen.
- A clean-up checklist is posted in the kitchen for reference.
- All food and beverage supplies and coffee urn pre-heating are the responsibility of the applicant.

Decorations – Exhibit D

- No linens or decorations are provided by the City.
- All decorations must be fire-resistant and set-up by applicant and/or hired service in the allotted time scheduled.
- No alterations of fixtures or decoration of the facility shall be made without prior permission of the City. Decorations and/or any type of wire or cord may not be hung, draped, tacked, or nailed on any walls, windows, ceiling or light fixture inside/outside the facility. Wall-safe tape is to be used when hanging any type of decorations. No nails, tacks, duct tape or staples are allowed.
- No free-floating balloons are permitted because of lights and air vents.
- Rice, birdseed, confetti, hay, straw, sand and glitter are not permitted inside or outside any facility.
- City staff reserves the right to request the removal of any decoration which may be considered a fire or safety hazard or which may be damaging to City equipment or the facility.
- Candles must be completely enclosed in glass with the top of the container at least 2 inches above the flame.
- The glass enclosure must be securely attached to a base made of fire-resistant material. No candelabras or hand-held candles are permitted.
- Candles are not allowed at the Williams Barn with the exception of candles on a birthday cake.
- Storage of applicant's supplies and equipment is not available at City facilities prior to, during or following the event.

Alcohol – Exhibit E

- The use of alcohol in City facilities requires the advance written permission the City, and must comply with all State laws, City policies and the California Department of Alcohol Beverage Control (A.B.C.) regulations. Failure to comply with any State or local laws or regulations will result in immediate revocation of permission to use alcohol, possible termination of event, and forfeiture of deposits and/or rental fees.

- Alcohol refers to any beverage that contains any amount of alcohol.

- The presence of alcoholic beverages requires security at the facility during the entire duration of the event.

- Serving alcoholic beverages is prohibited unless dispensed by a licensed caterer or an approved bartender following A.B.C. regulations.

- A private party not open to the general public and where no payment, donation, fees or charges are collected for alcohol, may serve alcohol without acquiring an A.B.C. license. The applicant is still required to retain an approved bartender to serve alcoholic beverages, and may require an additional security deposit and/or insurance for such event.

- Alcoholic beverages shall not be consumed outside the facility.

- Food must be available the entire time alcohol is present.

- Alcohol may not be served to minors under the age of 21. Applicant accepts responsibility for all alcohol in the facility and agrees to prohibit use of alcohol by minors. Applicant's failure to comply, monitor and enforce this law is grounds for terminating the activity and forfeiting any deposit or fees paid.

- Alcohol is NOT permitted to be served and/or sold at events held for a person under 21 years old, including, but not limited to, baptisms, birthdays, sweet sixteen parties, quinceañeras, and graduations. Alcohol is prohibited at any event where the majority of participants will be under 21 years old.

- Alcohol service is limited to a maximum of six (6) hours, and must cease 60 minutes prior to the contracted event end time. No alcohol service is permitted prior to or following the contracted event time, and may not be served or sold until security guards arrive at the event.

- Alcohol must be served in cups or cans (no glass bottles or cups allowed in the facilities).

- When serving wine or champagne, all bottles must be uncorked in the kitchen prior to serving. No opening bottles in the banquet rooms. Unopened bottles must be stored in the kitchen.

- Based on the type of event, the number of participants, the presence of minors and other factors, which may bear on the safety and security of the event, the City may require an additional security deposit and/or other safeguards.

Alcohol Sales at Event – A.B.C. License Requirements

- Groups selling alcoholic beverages must secure a California Department of A.B.C. Special One-day Event Permit and display the permit at the event.

- If a group is charging for drinks or is charging an admission fee for a dinner which includes alcoholic drinks, this is considered sales. In these cases, an A.B.C. license to serve alcohol is required.

- If a group uses a caterer or beverage service for alcohol, then the caterer or beverage service is responsible for obtaining an A.B.C. license. This is considered a sale because there is payment for this service by the event holder.

- Solicitation of donations, selling of tickets or tokens of any kind with alcoholic beverages present requires an A.B.C. license.

- A.B.C. licenses are only applicable for the area(s), date(s), time(s) and person(s) indicated on the facility use permit.

- If applicant is required to obtain an A.B.C. license, the Parks and Recreation Department will issue a Facility Use Confirmation letter to the applicant to be included with the A.B.C. license application they submit.

- A copy of the A.B.C. license must be furnished to the Parks and Recreation Department at least one (1) week prior to the event. The original license must be posted by the applicant in plain public view near the area where alcohol is being served.

- **This is general information only. It is the applicant's responsibility to determine current A.B.C. regulations that may apply toward the event. A.B.C. can be reached at 760.471.4237 for more information.**

Insurance – Exhibit F

- Applicant shall procure and maintain for the duration of the rental, insurance against claims for injuries to persons or damages to property which may arise from or in connection with such use. The cost of such insurance shall be borne solely by the Applicant.

- Coverage shall be "occurrence" based, comprehensive, and at least as broad as Insurance Services Office Commercial General Liability coverage (Form CG0001).

- Unless a higher limit is specified by City, User shall maintain limits of no less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. The aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

- User must obtain liquor liability insurance coverage for any events where alcohol is sold or when alcohol is included in the event ticket or admission price. User must obtain host liquor liability insurance coverage when no alcohol is sold, but is served or dispensed at the event. Unless a higher limit is specified by City, User shall maintain limits of no less than $1,000,000 per occurrence for bodily injury, personal injury and property damage.

- Any deductibles or self-insured retentions must be declared in writing and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the User shall procure a bond guaranteeing payment of losses (including any deductibles or SIRs) and related investigations, claim administration and defense expenses. In the event of bankruptcy or insolvency of User, City must be approved by the insurer to be permitted to satisfy any SIR obligation.

- User will inspect the City facility prior to Use to determine that it is in a safe and appropriate condition for the event. User waives, releases and discharges any and all claims of any kind that may result from User's Use of the City facility. User will indemnify, defend, protect and hold harmless City and its elected and appointed boards, directors, officers, employees, agents, contractors, and representatives from and against any and all actions, costs, judgments or damages (including, without limitation, court costs and reasonable attorneys' fees) of any kind whatsoever resulting from or in any way connected with any injury or property damage, excepting acts caused by the sole negligence or willful misconduct of City indemnified parties.

- Insurance is to be placed with insurers with a current A.M. Best's rating of no less than Class V

- Users shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- The endorsements are to be on forms acceptable to the City Attorney. All endorsements are to be received and approved by the City at least two (2) weeks before the Use commences.

- The policy or policies are to contain or be endorsed to contain, the following provisions:

    - The City, its officers, officials, employees and volunteers are to be covered as additional named insured with respect to: products and completed operations of the User. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

    - The User's insurance coverage shall be primary insurance to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the User's insurance and shall not be required to contribute.

    - Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

    - Coverage shall state that the User's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

    - Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice to the City by certified mail, return receipt requested, has been given to the Entity.

Security – Exhibit G

- If required by the City to obtain security for an event, the applicant must secure the required number of bonded uniformed security personnel for the event.
- All fees for security will be paid for by the application directly to the security company.
- The security company must be a City-approved company and must have liability insurance on file with the City.
- Applicant must provide the City with a security contract showing dates, times, number of guards and location of the guard service at least (30) days prior to the scheduled event.
- If the security contract is not provided on or before the aforementioned deadline, the reservations is subject to cancellation.
- Security personnel are to ensure the safety of City property, City staff, and the applicant's and event guests' welfare.
- Security personnel will be in uniform, and must check in with applicant and assigned City staff prior to the start of the event.
- Security personnel shall keep a low profile, enter the event occasionally or when necessary, and generally patrol all indoor/outdoor areas of the facility.
- Security shall remain on site for the entire contracted time of the event.