

**CITY OF SAN BRUNO COMMUNITY
SERVICES**

Policy Title: **SAN BRUNO INDOOR FACILITY RESERVATION AND USE POLICY**

Approved By: Department Director

Effective Date: June 1, 2024

Originator: Community Services Department

I. POLICY STATEMENT

The Community Services Department (CSD) wishes to allow public use of City owned indoor facilities in conformance with established procedures and policies to ensure proper usage.

The primary purpose of the Recreation and Aquatic Center is to provide a broad range of recreational, cultural, and social activities as well as events.

The primary purpose of the Senior Center is to provide a board range of programs and services focused on the City's Senior Community.

The primary purpose of the Community Room at the San Bruno Library is to provide a facility to conduct public library programs and services as well as a meeting space for activities and events for the public.

The City may allow the use of indoor facilities by organizations, individuals, or business interests based on space availability and priority categories established in this policy.

A. Purpose

To establish a procedure for reservations and use of indoor facilities.

B. Background

The Recreation and Aquatic Center, Library, and Senior Center are owned and operated by the City of San Bruno and the intent is to accommodate a broad range of recreational, cultural, and social activities in addition to City operated programs. Rental use will be permitted based on availability.

This operational policy establishes procedures and priorities for use, and a fee schedule for the City owned facilities. Interpretation of this Policy shall be made by the Community Services Director. Policy modifications, with the exception of fees or group classifications approved by the City Council, may be made by the Community Services Director.

C. Definitions

Resident – An individual, group, organization or business that resides within the boundaries of the City of San Bruno, with a zip code of 94066. Use of a City of San Bruno P.O. Box mailing address is not considered residency.

Non-resident – An individual, group, or organization that resides outside the City of San Bruno boundaries, zip code 94066. Non-Residents using a City of San Bruno P.O. Box mailing address does not change their status.

Non-Profit Recreational, Educational (public), Service/Civic Group – A community group, whose primary purpose is service to the community as a whole, where fees are limited to essential expenses and where participation is open to the general public.

A non-profit group must have a current approved non-profit status on file with the IRS. Proof of status is required. Any group without official non-profit status with the IRS will be categorized as a private group for purposes of facility use reservations.

Non-Profit Special Interest Group or Political Group/Candidate – A group or candidate whose primary purpose is self-serving and where participation and membership is limited to service special interests.

A non-profit group must have a current approved non-profit status on file with the IRS. Proof of non-profit status is required. Any group without official non-profit status with the IRS will be categorized as a private group for purposes of facility use reservations.

Private Group – Group, organization, or individual that excludes participation by the general public, or any group without official non-profit status.

Commercial Group – Any commercial business firm, organization, or individual whose primary purpose is a for-profit venture.

II. METHOD

A. Facility User Classification

Indoor facilities have designated rooms available for use by the general public for facility rental upon space availability. Facility users shall be classified into groups for the purpose of assessing fees and determining scheduling priorities.

The facility user classifications are as follows:

GROUP PRIORITY	CLASSIFICATION	EXAMPLE USES
GROUP I	Municipal	City sponsored classes and programs, public meetings, and educational events sponsored or co-sponsored by the City of San Bruno
GROUP II	San Bruno Residents and Businesses	Any individual, business or organization based in San Bruno's 94066 zip code (P.O. Box not valid) that possesses a current business license.
GROUP III	Non-Profit Organizations (Must have an office in San Bruno or directly serve the San Bruno community)	San Bruno Based Non-Profit: Private educational organizations, sports organization, special interest clubs, political groups or candidates, homeowner associations, religious services, and resident private parties or gatherings.
Group IV	Non-Resident individuals or Non-Profit Organization	Any individual residing outside of zip code 94066 or non-profit organization that is not San Bruno based or whose activities do not directly benefit the San Bruno community.

GROUP V	Commercial Use	A for profit business or group utilizing a rental space to generate revenue or income. Examples include ticketed events, conferences, meetings, instructional programs, business organization functions, trade shows, company trainings and seminars, fairs, and events
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B. Facility User Fees

All fees are charged on a per hour basis. Groups or individuals will be assessed facility use fees and equipment fees in accordance with the established Master Fee Schedule as described in **Attachment A.**

III. APPLICATION PROCEDURES

A. Application Process

All potential users shall complete a City of San Bruno Facility Reservation Application. Applications for use of indoor facilities may be submitted by email at sbcs@sanbruno.ca.gov, mail, or in-person at the San Bruno Recreation and Aquatic Center, 251 City Park Way.

Applications will be accepted during regular business hours Monday through Friday 8:00 a.m. to 5:00 p.m. or as otherwise designated. Application submission does not constitute acceptance or approval of use.

Applications will be accepted for specific dates and times. The time requested must include all set-up and clean-up times. Applications must be submitted at least forty-five (45) calendar days in advance of the date requested to allow for permit review, permit processing, and final fee payment.

Advanced scheduling may be accepted at the discretion of City staff, up to one (1) year prior to the requested date of a one-time event. Ongoing or repetitive reservations for rooms and the gym will be processed on a seasonal basis after City program schedules have been established.

Applications will be approved for specific rooms, depending on group size, type of activity, and availability. No activity shall be scheduled for more than the maximum room occupancy, which will include review of the event setup. Smaller size groups may be assigned to conference or small meeting rooms for maximum utilization of facilities.

Applications will be reviewed, and facility use will be prioritized based on group classification and priority. Once dates are approved and booked, City staff will assess fees.

Due at the time of booking for a one-time rental: Completed application and refundable deposit listed in **Attachment A.**

Due 45 days from rental date:

- Hourly rental fee balance
- Janitorial fee (actual cost recovery)
- Liability insurance
- Diagram for room set-up
- Staffing fee (if applicable)
- Kitchen fee (if applicable)
- Alcohol permit fee (if applicable).

Any rental request less than 45 days from the proposed date all items above will be due at the time of booking.

B. Insurance and Indemnification Requirements

The City of San Bruno is not liable for accidents, injuries, or loss of individual property in connection with any of its facilities. The City will require general liability insurance in an amount of one million dollars (\$1,000,000) per occurrence with the endorsement naming the City of San Bruno, City Council, Boards and Commissions, Officers, Agents, and Employees as additional insured. Insurance requirements are subject to review by the Risk Manager's Office.

City staff will provide the RENTER with instructions to purchase a Single Event Insurance Policy through HUB International Insurance Services, Inc ([sanbruno.ca.gov/Rental Insurance](http://sanbruno.ca.gov/Rental%20Insurance)).

1. "Certificate of Insurance" must be submitted for all events requiring general liability insurance. The "Certificate of Insurance" must list the City of San Bruno as Additional Insured for a minimum of one million dollars per occurrence (\$1,000,000) for the specific location and date(s) of the event(s). The applicant must also provide a separate Additional Insured Endorsement. See 2 and 3 below if alcohol included.
2. Alcohol Insurance – When alcohol is to be served, sold, or present at any event, alcohol insurance is required. The "Certificate of Insurance" must specifically state "Alcohol Included" and the applicant is required to carry a Certificate of Liability Insurance in the amount of \$2,000,000 with host liquor liability coverage.
3. Alcohol License – If alcohol is being sold or contractually provided (such as by a caterer, beverage vendor, or party planner) or admission fees are charged, or donations are solicited, an Alcohol Beverage Control Board (ABC) License will be required.
4. Alcohol is not permitted at any celebration of a minor (i.e., baptism, any birthday under 21 years of age, quinceañera, etc).
5. A "champagne toast" is a serving of alcohol, and all alcohol rules apply.
6. Alcoholic Beverage Control (ABC) licenses are only available to non-profit organizations registered with the State of California.
7. A copy of the ABC license must be submitted 14 calendar days prior to the event.
8. ABC will issue one-day permits to groups who wish to sell beer, wine, or distilled spirits at fundraisers.
9. ABC Application Forms can be found online at <https://www.abc.ca.gov/licensing/license-forms/form-abc-221-instructions/>
10. The ABC license or permit must be prominently displayed during the event.
11. The CITY attendant is required to check the ABC license or permit prior to allowing alcohol to be served.

Insurance must be submitted a minimum of forty-five (45) days prior to the event to allow time for review and approval.

Liability Insurance will be required from third party performers or vendors who will be providing service in a City facility for the renter (caterer, DJ, Band, etc).

C. Refusal or Cancellation of Use by City

The City has the right to refuse or cancel an application or permit based on the reasons listed below. The City staff will give written notice of refusal and cancellations with an appropriate explanation. Reasons for denial of applications or canceling of permits include, but are not limited to, the following:

1. Unsatisfactory prior use.
2. Hazardous and/or unsafe conditions exist.

3. Application submitted less than required advance timeline.
4. Non-payment of fees/deposit before due date.
5. Groups that do not give proper cancellation notice.
6. Facility or staff not available.
7. Insurance, indemnification, or security requirements not met.
8. User violates conditions of use.
9. The City requires use of the facility.

If the City, due to unforeseen circumstances, makes a cancellation because the facility is unusable or unsafe, a full refund shall be made. If the City staff refuses an application or permit, City staff will provide the applicant an opportunity to respond in writing.

D. Cancellation of Use by Permittee and Refund Process

A notice of cancellation and request for refund must be received in writing and submitted to the Facility Rental Coordinator. A refund of remaining fees, if applicable, based on procedures listed below, will be mailed to the applicant, or credited back to the applicant's credit card. Please allow for a minimum of 5 business days for processing a refund to a credit card and 30 business days for processing a check refund.

1. One Time Rentals and Multiuse

- a. When written cancellation notice is received 6 months or more from the rental date: Full refund less a cancellation fee of \$65.00.
- b. When a written cancellation notice is received 46-180 days from the rental date: the full value of the rental deposit will be retained, and the customer will be billed a cancellation fee of \$65.00. All other fees are refunded in full.
- c. When a written cancellation notice is received forty-five (45) calendar days or less prior to the date of use, there will be no refund of room rental and janitorial fees, and the customer will be billed a cancellation fee of \$65.00. All other fees refunded.

2. No refunds are given for:

- a. Rental no shows.
- b. Changes in miscellaneous equipment use less than (7) calendar days prior to the rental.
- c. Use ending earlier than the time defined in the Use Permit.
- d. Less than the required notice provided by applicant per this section.
- e. Security deposit is non-refundable if the facility is not left clean or damage to property has occurred.
- f. Unsatisfactory use of facility deemed by City staff.

E. Confirmation

A Facility Reservation Use Permit issued by City staff is confirmation of the approved facility use for the requested date. Any final preparation for a program or event is solely the responsibility of the applicant and should not begin until an approved use permit is issued.

F. Changes to Use Permit

Changes, deletions, or additions to Facility Reservation Use Permit or room set-up charts require ten (10) calendar days advanced notice prior to use date and must be in writing. No change request is guaranteed regardless of notice given and is at the discretion of City staff. A charge of \$10.00 will be assessed for each change to the permit 30 days or less from the rental date.

IV. GENERAL RULES AND CONDITIONS OF USE

The Community Services Director or designee has the authority to implement rules and conditions of use that provide for consistent use of facilities but are not limited to the rules and conditions listed below.

Groups using indoor facilities will observe, obey, and comply with all applicable City, County, State, and Federal laws, rules, and regulations.

A. Normal Hours of Operation

Library*

Monday through Thursday	10:00 a.m. – 8:00 p.m.
Friday	10:00 a.m. – 6:00 p.m.
Saturday	10:00 a.m. – 5:00 p.m.

Recreation and Aquatic Center**

Monday through Friday	6:00 a.m. to 9:00 p.m.
Saturday	8:00 a.m. to 8:00 p.m.
Sunday	8:00 a.m. to 4:00 p.m.

Senior Center***

Monday through Friday	8:00 a.m. to 4:00 p.m.
Saturday and Sunday	Closed

Note: Hours of operation are subject to change by authorization of the Community Services Director.

*Rooms at the Library are available during the hours of operation. Rentals beginning during normal operating hours may be extended per City staff approval with all applicable fees paid.

**The Recreation and Aquatic Center may be opened for approved rentals before and after normal operating hours as early as 6:00 a.m. and remain open Friday and Saturday nights up to midnight and Sundays up to 10:00 p.m.

***Senior Center is available for rental based on Senior programming and staff availability. Friday and Saturday nights up to midnight and Sundays up to 10:00 p.m. These approved hours of operation are subject to staff availability and payment of all associated fees for use.

If the event exceeds the times indicated on and paid for in the Facility Reservation Use Permit, RENTER will be charged the hourly rental rate and hourly staff fees, including overtime charges if incurred. This may also be deducted from the Security Deposit.

Conditions of Facility Use at the San Bruno Library

1. The Community Room may be available for rentals providing an authorized Facility Attendant or City employee is present on site.
2. An additional hourly cost for the Facility Attendant, beyond the Room Rental Hourly Fee, will be incurred to support the use.
3. A two-hour minimum charge to applicant is required for a Facility Attendant.
4. After-hour programs must end by 10:00 p.m.
5. All Conditions of Use requirements will be in effect for all rentals and programs.
6. All organizations who rent the library will observe, obey, and comply with City, County and State laws, rules, and regulations.

Conditions of Facility Use Recreation and Aquatic Center and the Senior Center

1. Barbequing or any outdoor cooking adjacent to the rented facility requires advanced written approval from the Director, or the assigned designee, and is restricted to specific areas outside the facility.
2. Decorations must be fireproof or made of fire-retardant materials and cannot cover or obstruct exits.

3. Open flame and pyrotechnics of any kind may not be used.
4. Tacks, nails, screws, staples, pins, etc., are not permitted.
5. Adhesives, such as scotch tape, duct tape, masking tape, may not be used. Only painter's tape and Command Strips may be used and must be removed after use.
6. No decorations of any type may be hung, tied, or draped on any light fixture, overhead beam, structural element, or from the ceiling inside or outside the facility.
7. Decorations must be taken down and removed from the facility immediately after the event.
8. Balloons must be secured and weighted when used and must be removed by the RENTER. Balloons may not be released inside or outside the facility.
9. The use of glitter, confetti, rose petals, straw, hay, silly string, window frosting, fog machines, rice, bubbles, and sand are not permitted.
10. Tables and chairs are not to be taken outside by the RENTER.
11. The CITY does not allow a revolving occupancy or "in and out" of the facility due to security reasons. The number of guests identified on the rental contract will reflect the total number of guests expected at the event.

Conditions of Facility Use Recreation and Aquatic Center Gymnasium

1. Sub-leasing or transferring rental to another individual or party is strictly prohibited.
2. Renter is limited to conducting only the activities specified in their contract.
3. Available parking is not guaranteed and may be limited.
4. All equipment brought in by RENTER must be removed from the facility during the time allotted in the rental contract.
5. The CITY is not responsible for damage or theft of items left by the rental party or services contracted by the rental party, damage to vehicles, equipment, etc.
6. The CITY does not provide any sports equipment for renters (i.e. jerseys, balls, paddles, birdies, etc).
7. The CITY does not provide game officials or staff for scorekeeping.
8. Participants may not enter the gym prior to rental time and never without proper staff supervision
9. Unauthorized motor vehicles or power equipment are prohibited on City property at all times.
10. City staff must approve posting of signs or setting up billboards prior to posting. These items are not to be stored on City property or in public areas.
11. Groups shall replace or be billed for any destroyed or damaged City equipment or property.
12. All areas are to be left clean after any activity. Groups are required to dispose of all garbage from the premises.
13. Pets are not allowed in the facility except for service animals.
14. No eating, smoking, alcohol, or gum in the gym. Only water is allowed on the gymnasium floor.
15. No fighting, poor language, or un-sportsmanlike behavior will be tolerated.
16. Bicycles, skateboards, roller skates are not allowed inside gym.

Conditions of Facility Use Recreation and Aquatic Center Swimming Pools

1. Rental applications must be made at least 45 days in advance of requested date.
2. Sub-leasing or transferring rental to another individual or party is strictly prohibited.
3. Renter is limited to conducting only the activities specified in their contract.
4. Available parking is not guaranteed and may be limited.
5. All equipment brought in by RENTER must be removed from the facility during the time allotted in the rental contract.
6. The CITY is not responsible for damage or theft of items left by the rental party or services contracted by the rental party, damage to vehicles, equipment, etc.
7. The CITY does not provide any equipment for renters (i.e. kickboards, noodles, timeclocks, etc).
8. City staff must approve posting of signs or setting up billboards prior to posting. These items are

not to be stored on City property or in public areas.

9. Groups shall replace or be billed for any destroyed or damaged City equipment or property.
10. All areas are to be left clean after any activity. Groups are required to dispose of all garbage from the premises.
11. Pets are not allowed in the facility except for service animals.
12. No eating, smoking, alcohol, glass bottles, or gum on pool deck or in locker rooms.
13. Pool rental staffing is based on attendance numbers of your group. If your group shows up with more participants than indicated on your application, we will not allow your rental to take place. Your permit will be revoked with no refund and forfeiture of deposit.
14. In order to prevent unauthorized persons from entering the pool area, a member of the reserving group shall be stationed at the door/gate to admit only those persons belonging to the group.
15. There must be at least one responsible adult monitor for each 20 minors present and/or one responsible adult monitor for each 50 adults present. Monitors must be in attendance at all times.
16. Because of the added risk of safety when using pool facilities, the permit holder or designated responsible person(s) named on the permit application MUST be present at swimming pool reservations.

B. Closure Dates

Indoor facilities will not be available for rentals on the following observed City Holidays:

- Thanksgiving Day (Fourth Thursday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)

Abbreviated hours may be observed on the following holidays.

- New Year's Day (January 1)
- Martin Luther King, Jr. Birthday (Third Monday in January)
- Presidents' Day (Third Monday in February)
- Easter Sunday
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Day after Thanksgiving

It is the responsibility of the RENTER to notify their participants of facility closure dates, and not schedule programs/meetings/events on observed City Holidays.

C. Rental Deposit Procedure

A refundable rental deposit shall be required to reserve facilities for events, in order to ensure proper clean up, and to cover repair/replacement costs from breakage, loss, or damage or additional permitting costs. The deposit will be returned if proper general clean-up is completed and the facility is left in satisfactory condition, and if no additional permitting costs were assessed before the rental date.

When not left in satisfactory condition, the RENTER shall be liable and will be charged for the full cost of materials, labor, replacement, repairs, or damages (over and above the deposited funds) regardless of the amount. Any deposit amount remaining after satisfactory cleaning and any damage repair are complete shall be refunded within 60 days. Staff will determine the appropriate level of payment required based on the nature of the cleaning or damage. Staff will conduct a pre-event and post-event site inspection, and staff's decision will be final.

All RENTERS are responsible for their event clean-up including but not limited to:

1. Cleaning of all equipment used.

2. Cleaning of any chairs, tables, and counter areas used.
3. The kitchen and rooms must be left clean and in the same condition that they were in before the activity.
4. All litter and trash must be picked up and be moved to the exterior trash receptacles.
5. Removal of all personal property displays and other similar items without damage to the facility.
6. Return and relocation of all equipment used during an event to its original location.
7. No food, drink, or gum is permitted in gymnasium.
8. All balloons and decorations are to be removed/discarded.

D. Food and Beverage/Kitchen Use and Open Flame

The Assembly Room Kitchen and Community Hall Kitchen is not intended for cooking, but to provide a convenient space for preparation and serving of ready-to-serve items. The City does not provide supplies for food or beverage service such as cups, paper towels, coffee, or tea.

The Assembly Room Kitchen and Community Hall Kitchens are catering kitchens only and may be used for the reheating of food. The use of an open flame is prohibited.

E. No Smoking or Vaping is permitted inside or outside City or Library facilities.

No smoking or vaping is permitted in all public places and any area within 20 feet of a public place, except private residential property. (City of San Bruno Ordinance No. 6.56.030 Smoking prohibitions, California Government Code Section 7596-7598).

F. Animals

Animals are not permitted in indoor facilities unless they are service animals used in aiding an individual or when approved by City staff for a supervised event/presentation/demonstration under the care of a professional animal handler/trainer.

G. Advertising of Event/Facility Use

Applicant shall not promote their event with a city facility name and address location without an approved use permit. Event/meeting/program advertising materials used at City facilities (flyers, posters, banners, etc.) shall be submitted to City staff for approval and posting and will be displayed when deemed appropriate by City staff and as space permits. Any items posted or distributed, which have not been approved, will be removed and discarded.

H. General Solicitation, Selling, and Advertising

No individual or group shall set up or maintain any exhibit, show, pantomime, act, concert, lecture, oration, or similar activity on city property without a City issued permit.

No individual or group shall solicit donations or vend, offer for sale, or dispose of any goods or merchandise or similar activities on City property unless authorized to do so by City staff.

No individual or group shall distribute, circulate, give away or deposit any flyers, circulars, pamphlets, buttons, and advertisements or similar materials on City property unless authorized by City staff.

Notwithstanding the above, any political speech activities or political advertising shall be subject to reasonable time, place, and manner restrictions as determined by applicable law.

San Bruno Business License may be required where applicable.

I. Multiple Use

1. The Community Services Department reserves the right to limit the use of facilities and number of uses by any one group so that the entire community may make use of the limited facilities available.
2. Multiple and/or repeat reservations of any given group will be contingent upon their appropriate

care of the facility and observance of approved rules and regulations.

3. Groups may reserve facilities for monthly or weekly meetings on a seasonal basis once City program schedules have been finalized. A new application for a Use Permit is required on a seasonal basis and is to be submitted on a seasonal basis to the Facility Rental Coordinator in November for annual review and approval by City staff for use beginning the following calendar year. A previous permit does not constitute automatic approval for the following season. Groups must be in good standing and meet all City rules and guidelines on a consistent basis.

The use of the facility by any organized group or association for operations or activities shall be subject to availability and specific terms and conditions as designated by the City.

J. Minors / Supervision of Children

Groups composed of minors, shall be supervised at all times by one adult (21 years of age or older) per each twenty-five (25) juveniles (pool rentals - 20), while using City facilities. The adult who will be responsible for the activity must make the application for use of the facility. Minors are defined as those under the age of 18, except in the case where alcohol is served, when minors are defined as those under the age of 21.

A parent or designated adult must supervise children under the age of 12 at all times, while visiting the City facilities unless they are under the direct supervision of a class instructor or program leader.

Children are not allowed to run free around City facilities or in the RAC gymnasium.

K. Alcohol Use and Consumption

An individual shall not transport or consume on City properties, including the parking lot, any intoxicating liquors with alcohol content except as designated and defined in the terms of the permit. **Alcoholic beverages will be allowed in limited spaces by Use Permit only.** There will be no alcohol outside these designated areas. Alcohol will not be stored on site except at time of event.

The sale and consumption of alcoholic beverages, (any drink containing any % of alcohol), shall be permitted under the following circumstances:

1. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the State of California Alcohol Beverage Control Department. Any groups using the facilities will be solely responsible for obtaining all required permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
2. Evidence of required permits, licenses, and insurance must be provided to City staff prior to the scheduled event date. When alcoholic beverages are being served, the City will require alcohol insurance (See Section III, Item B) and fees (See Attachment A, Section C).
3. Injuries caused to any person as the result of the consumption of alcoholic beverages on City or Library premises, or as the result of alcohol being available on City or Library premises, shall be the sole responsibility of the event sponsor and its representatives.
4. No alcoholic beverages shall be served to any minor person under 21 years of age. Failure of the event sponsor to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting the refundable security deposit and all fees which have been paid.
5. Alcoholic beverages will be removed from the premises immediately following the event or function.

L. Security Service Requirements

1. Once the rental application is submitted, the Facilities Rental Coordinator will provide a copy to the San Bruno Police Department who will review the rental application and determine if security is required for the event.
2. Security contracts must be submitted at least 30 calendar days prior to the event.

3. RENTER is responsible for all security costs required for events.
4. Guards must be present from the time the event begins to the time all guests leave the premises.
5. Guards cannot be off-duty police officers from surrounding cities. Guards must be hired from a “local, licensed, and bonded” security agency.

Zero Tolerance Rule: Any use of drugs, weapons, or any fighting, or use of profane language or gambling (except approved Bingo) are prohibited and will not be tolerated. If such occurs, it will result in immediate shut down of activity rental and forfeiting the refundable security deposit and all fees which have been paid.

This will eliminate any opportunity for future use of facility by the applicant/user group.

M. Damage Responsibility

The City is not responsible for damage or theft to any equipment or property of caterers, bands, DJs, vendors, or other facility user groups. All facility user groups are solely responsible for the care, safety, and security of their own, leased, or contracted equipment and supplies.

N. Storage

Due to limited space, there shall be no overnight storage of equipment and supplies for facility user groups.

O. Decorations and Signage

All decorations and signage are the responsibility of facility user groups. City staff reserves the right to request the removal of any decorations that may be considered a fire hazard, or which may be damaging to equipment or facility. City staff has final approval of all interior and exterior decorations and signage of facility users. The design and location shall be presented to City staff as part of the proposed facility reservation application.

Decorating Guidelines

- a) All decorating is to be done by RENTER or hired service.
- b) Decorations may consist of floral arrangements, freestanding arches, table-top displays. Helium balloons are discouraged.
- c) Decorations or signs are not to be tacked, screwed, stapled, or nailed to any non-tackable walls, windows, ceilings, or fixtures. Only blue painter’s tape and command strips are allowed for posting or adhering items to non-tackable walls.
- d) Items that may create difficulty for proper and full clean-up of City facilities such as birdseed, confetti, glitter, straw, hay, rice, sand, and silly string are prohibited both inside and outside the buildings.
- e) Clean up of decorations must be done by RENTER following the event during allotted rental time stated on permit. Any time that exceeds the regularly scheduled contract time will be charged to the RENTER, including staff overtime charges and hourly room rental fee.
- f) Please note that use of open flame is prohibited. Battery operated candles are permitted.
- g) At no time shall Fire Exits be covered or obstructed.
- h) Balloons inflated with air (allowed only indoors) must be secured when utilized in the banquet hall and gymnasium/auditorium. The RENTER must remove balloons immediately following the activity. Failure to remove balloons may result in additional fees charged to the applicant. Use of Helium is discouraged.

P. Noise Control

The RENTER is responsible for controlling noise that is disturbing to other activities in the building or the surrounding neighborhood. The City’s Noise Ordinance Chapter 9.20.045 must be followed at all times.

City staff has the right to require groups to reduce their sound/noise level of music or P.A. systems. Doors are to remain closed when loud music is being played. RENTERS that do not comply with this request will have the activity shut down and may forfeit any future use of facility.

Bands and loud musical instruments such as drums, trumpets, etc. may only be used in community room or gymnasium areas unless otherwise approved by City staff.

Q. City Right to Enter

Designated City staff and officials shall have the right to enter all portions of the facilities at all times.

R. Janitorial Fee/Third Party Vendor Rate

The janitorial service is a 3rd party contracted by the City. The rate may increase from one calendar year to the next, but we may not have that rate change until December of the current year or January of the next year. For rentals that are booked for the next calendar year, we will notify the renter of the fee increase once we have received it and adjust the fee accordingly on the rental permit. The difference will be paid when final rental payment is completed by the renter.

In the event the final payment has already been made, the City reserves the right to withhold a portion of the Refundable Rental Deposit to pay the difference.

ATTACHMENT A

A. HOURLY ROOM RENTAL FEE SCHEDULE

Room	Rental Deposit	Group II	Group III	Group IV	Group V	Off Peak Rate*
Full Gym-Weekdays	\$500	\$166	\$166	\$207	\$259	N/A
Full Gym-Weekends	\$500	\$186	\$186	\$233	\$291	N/A
Half Gym-Weekdays	\$500	\$82	\$82	\$103	N/A	N/A
Half Gym-Weekends	\$500	\$93	\$93	\$116	N/A	N/A
RAC Community Hall (FULL)	\$1,000 with Alcohol	\$457	\$457	\$571	\$713	\$321
	\$500 without Alcohol					
RAC Community Hall, A or B	\$1,000 with Alcohol	\$228	\$228	\$285	\$356	\$160
	\$500 without Alcohol					
RAC Classroom 1 or 2	\$500 with Alcohol	\$158	\$158	\$197	\$246	\$129
	\$250 without Alcohol					
RAC Small Classroom	\$500 with Alcohol	\$124	\$124	\$155	\$194	\$98
	\$250 without Alcohol					
Conference Room	N/A	\$62	\$62	\$78	\$97	\$49
RAC Group Exercise Room	\$250	\$100	\$100	\$125	N/A	\$100
RAC Indoor Pool	\$250	\$120	\$120	\$150	N/A	\$120
RAC Outdoor Pool	\$250	\$120	\$120	\$150	N/A	\$120
RAC Wading Pool	\$250	\$120	\$120	\$150	N/A	\$120
RAC Party Room	N/A	\$32	\$32	\$40	N/A	\$32
RAC Lane Use Fee	N/A	\$16	\$16	\$20	N/A	\$16
Senior Center Assembly Room	\$400 or 50% of Rental Fee	\$147	\$92	\$184	N/A	\$147
Senior Center Kitchen w/ Assembly Room Rental (flat fee)	N/A	\$90	\$56	\$112	N/A	N/A
Senior Center Kitchen Rental (hourly use WITHOUT Assembly Room Rental)	\$400 or 50% of Rental Fee	\$180	\$113	\$225	N/A	\$180

Senior Center Conference Room	\$400 or 50% of Rental Fee	\$84	\$53	\$105	N/A	\$84
Senior Center Craft Room	\$400 or 50% of Rental Fee	\$84	\$53	\$105	N/A	\$84
Library Community Room	\$400 or 50% of Rental Fee	\$79	\$50	\$99	N/A	\$79
Portola Performing Arts	N/A	\$57	\$36	\$71	N/A	\$57

Note: Fees adopted by City Council on 04/23/2024.
Room details located on the facility application.

Off Peak/Extended Hours/Multi-Room (May be applied to Base Rate Rentals Only)

Off Peak Hours (M-F 10am-4pm). Peak rates may be applied all day for usage on Holidays listed under IV General Rules and Conditions of Use, Section B Closure Dates

20% Extended Rental (at least 6 months/year & 2 days/month)

DISCOUNT RATES applicable to hourly rental rates only. Only 1 discount rate applies.

All fees must be paid in full prior to using the facility. Specifically, at least forty-five (45) calendar days prior to use for all indoor rental space unless otherwise authorized by City staff.

All fees shall be paid by cash, check, credit card (Visa or MasterCard), or money order. There is a four (4) hour minimum rental for all rentals outside of normal operating hours (set-up and clean-up time included).

B. RENTAL DEPOSIT FEES

Rental deposit fees must be paid in full at the time of booking.

The rental deposit fees are refundable upon satisfactory completion of the cleaning approval checklist and after all other applicable fees are assessed including change orders to the permit. Additional fees may apply in the event that damages exceed the deposit amount.

C. ALCOHOL LICENSE FEE and Temporary Food Facilities (TFF)

Applicant is required to pay any ABC licensing fees directly to the Alcohol Beverage Control (ABC) office. A caterer who is serving alcohol probably has paid this fee and received a license. It is the responsibility of the Applicant to confirm compliance of this requirement and provide proof of the ABC License to staff prior to use of the facility. Information on alcohol beverage licensing requirements can be found on the ABC's website at www.abc.ca.gov, or by contacting the local Alcohol Beverage Control office at (760) 471-4237.

In accordance with the Health and Safety Code, Section 114381.1, an Organizer Permit is required of the person or organization responsible for facilities that are shared by two or more Temporary Food Facilities (TFF).

The California Health and Safety Code, Sec. 114387 requires a Temporary Food Facility (TFF) Permit of any person or organization that is providing food at a public event. All food vendors, including existing restaurants, are required to apply for a Temporary Food Facility Permit when participating in a temporary event. A copy of the TFF permit application must be submitted to the City.

D. FINANCE FEE

There will be a fee charged for returned checks or any insufficient funds payment. These fees are established by the City's Finance Department and included in the City's Master Fee Schedule.

E. STAFF FEE

When Facility Attendants are required or requested to supervise activities above and beyond normal hours of operation (upon staff availability and approval by the Manager) the applicant will be charged at the rate included in the City's Master Fee Schedule. Note: A minimum of one (1) staff person is required for the duration of an event for library rentals. Staffing fees are based off the current pay scale for temporary staffing.

F. LATE FEE

When a RENTER is late in leaving the facility above and beyond its listed permit ending time, a late fee will be charged based on the hourly rate per room and the hourly rate for staff. The RENTER will be mailed or emailed an invoice for late fees, which will be deducted from the damage deposit. Payment is required prior to any future use. Failure to pay this fee or repetitive late usage may result in discontinuation of future facility use.

G. NO SHOW FEE

When a RENTER does not show up for use of the facility without prior notice of cancellation (per Section III, Item D), the user will forfeit all rental fees. No refunds will be issued.