

ADMINISTRATIVE POLICY

DATE ADOPTED 1/21/98

POLICY NO. 610

REVISED 10/20/98

CITY MANAGER _____

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SUBJECT: CITY FACILITY RENTAL REGULATIONS

PURPOSE: To establish policies, procedures and regulations governing various use requests for conducting activities and special events at City buildings

APPLICATION PROCESS

1. Persons wishing to reserve a City facility must submit a facility use application to the Community Services Department. The telephone number is (949) 493-5911.
2. Applications require a minimum of fourteen (14) working days to process prior to the rental.
3. Applications are approved only upon the signatures of the proper authorities and not by completion of application or payment of fees. The Director of Community Services may deny an application for any cause, including, but not limited to: the inability of renter to make provision for proper control over the event, when in the opinion of the Director, conduction of the event may endanger persons or property; failure to abide with state, county or municipal laws or City regulations; or failure to provide required security, deposits, plans, etc. for previous City facility usage.
4. Changes in scheduled hours or conditions indicated on the original request must be submitted by the applicant at least five (5) working days prior to the scheduled use date, or change may not be able to be accommodated.
5. The Director of Community Services may require the user to submit a certificate of general liability insurance and liability endorsement listing the City as additional insured for any activity using City facilities.
6. When proof of residence is required, a driver's license or current utility bill are acceptable as proof of residency.
7. A site map and a list of activities are due with the application.

GENERAL INFORMATION

8. Fees are established by the City Council and are printed in the resolution entitled "Schedule of Fees and Charges". Staff does not have the authority to change or set fees. Any request for a fee reduction or waiver must be submitted in writing to the Community Services

- Director (Administrative Policy No. 606). The request must describe the proposed facility use and explain why the request is being made.
9. Rental requests made less than fourteen (14) days prior to the date of the event: If the request can be approved in this short amount of time, all payments, including the deposit, must be made in cash, money order, cashier's check, or credit card. Checks will not be accepted in this case.
 10. Frequent Renters/Non-Profits: A frequent renter is one that has utilized City facilities at least four times during the current or past calendar year. Those qualifying under this area can apply for a reduction to or exemption from the cleaning and compliance deposit.
 11. The City reserves the right to cancel a function at any time if people involved in the function are not conducting themselves in a lawful manner and/or damage any City facility/equipment. All renter's fees would then be forfeited. The name appearing on the rental form is responsible for the supervision and actions of those in attendance, and must be in attendance entire time of rental.
 12. The City of San Juan Capistrano may impose additional requirements on the applicant as a condition of approval. These additional requirements may include, but are not limited to, additional facility staff, additional security staff, additional deposits, insurance, access control plans, and alterations in event plans. Costs incurred for additional requirements shall be the responsibility of the applicant.
 13. Facilities are available for rent when not in use for City events, subject to review by the City of San Juan Capistrano Community Services Department.
 14. Applicant must be at least 21 years of age, be present at the event, and will be responsible for the use, cleanup, and condition of the facility.
 15. Reservations for activities may be made twelve (12) months in advance.
 16. Parties for youth, ages 17 and under, shall be limited to San Juan Capistrano based organizations, as well as regional organizations with local branches. Private parties for youth shall not be permitted in City buildings.
 17. Groups must appear within thirty (30) minutes of the "begin" time specified on the application, or use of the facility will be cancelled and all fees forfeited by the renter.

18. The applicant or event contact person are the only persons who may request changes to the reservation.
19. All City facilities are closed on the following holidays: New Years Eve, New Years Day, President's Holiday, Memorial Day, July 4, Labor Day, Veterans Day, Thanksgiving and the day after Thanksgiving, Christmas Eve and Christmas Day. Special arrangements must be made to rent a facility on one of these days, pending staffing availability.
20. The City of San Juan Capistrano is not liable for injury to person(s) or loss, stolen or damaged property.
21. The applicant agrees to and will be held responsible for compliance with City, State and Federal laws.
22. Major events may require a special activities permit from the City's Planning Department.
23. All flyers advertising renter's event must be approved by the Community Services Department before distribution and include: "This is not a city sponsored event".
24. Please inform any individuals/businesses connected with your event to arrive during the time specified on your facility application.
25. Smoking is prohibited in all City facilities.
26. Applications shall not be approved for more persons than a facility can accommodate, based on the occupancy capacity of the building. For safety reasons, it is important to observe the maximum room capacity established by the Orange County Fire Authority posted in each room. Rentals exceeding maximum limits will be immediately canceled and risk suspension of future reservations. If application contains false information and/or the number of participants exceed the number stated on the application, use of facilities will be canceled immediately upon determination of overcrowding. In any instance where a rental is canceled due to exceeding the maximum occupancy capacity, all fees will be forfeited by the renter.
27. City staff is not authorized to sign for any deliveries. All deliveries must be accepted by someone involved with the activity.
28. Parking lot closes at end of rental time. No loitering allowed.
29. NO rice, confetti, or birdseed is to be used at activities held on City property or within City buildings.

30. No pets are permitted in City buildings (except dogs which have been specially trained and are being used to assist blind or disabled persons) without special permission by City (Municipal Code 5-21.04).
31. Library Courtyard
 - (1) No music during library hours
 - (2) No use of amplification during library hours
 - (3) Renter and guests must not use the library facility as part of their event

ALCOHOL

32. Section 5-3.02 of the City's Municipal Code prohibits alcohol from being sold or served on City property. City Council Policy No. 119 provides an exemption to this Municipal Code. Either the "Application to Serve and Consume Alcoholic Beverages in City Facilities" or the "Application to Sell and Consume Alcoholic Beverages in City Facilities" and necessary attachments must be submitted with the facility use request application.
33. Any rental serving alcohol (including a champagne toast) requires an alcohol permit, site plan, security guard (s), a Certificate of Liability Insurance and a liability endorsement form. Applicants may provide their own insurance or purchase insurance through the City.
34. Alcohol permits will only be issued to persons 21 years and older. Picture ID may be required to verify age and residency.
35. Alcohol permits require fourteen (14) working days to process.
36. The serving of alcoholic beverages is prohibited at youth-oriented activities held in City buildings. The City reserves the final decision regarding whether an activity is classified as youth-oriented.
37. Alcohol permits allow for alcohol use within the specified area (s) approved on the permit, but not beyond the perimeters of these areas.
38. The Director of Community Services may deny an application for the Alcohol Permit for any cause including, but not limited to: the inability of renter to make provision for proper control over the event, when, in the opinion of the Director, conduction of the event may endanger persons or property; failure to abide with state, county, or municipal laws, or City regulations; or failure to provide required security, deposits, plans, etc. for previous City facility usage.

39. Alcohol consumption will be terminated prior to the closure of event. For events less than five hours duration, renter will determine when consumption will terminate. For events of more than five hours duration, but less than six hours duration, consumption will terminate one hour prior to the closure of the event. For events of six or more hours in duration, consumption of alcoholic beverages will terminate two hours prior to the close of the event.
40. Once your event begins, you will not be allowed to bring additional alcoholic beverages from outside the building.
41. Alcoholic beverages are limited to use of wine, champagne and beer, with the exception of the Community Center, where distilled spirits (hard alcohol) are also permitted. No red, pink, or purple colored beverages of any kind, or beer kegs are permitted in carpeted areas.
42. No more than two (2) alcoholic beverages will be served to one person at a time.
43. Beer will be served in cups not larger than sixteen (16) ounces. Wine and mixed drinks will be served in cups not larger than ten (10) ounces.
44. All alcoholic beverages must be in cans or served in plastic containers. Individual glass bottles are prohibited.
45. "Bring your own bottle" parties are prohibited.
46. Alcoholic beverages may be served and consumed only during the hours indicated on the permit. No alcohol is to be consumed during set-up or clean-up.
47. No one under the age of twenty-one (21) will serve or be served alcohol. Service of alcoholic beverages to minors will be sufficient grounds for revocation of the alcohol permit and an immediate end of all alcohol service. Failure to comply will result in revocation of the facility use application, ejection from the facility, forfeiture of all fees by the renter, in addition to all fines issued by the Orange County Judicial Court system, including fines associated with violations of the Alcoholic Beverage Control license when alcoholic beverages are sold.
48. An Alcohol Beverage Control License must be obtained if alcohol is to be sold during the scheduled activity. For further information and fee rates, please contact the Alcohol Beverage Control License office at:
Alcohol Beverage Control, 28 Civic Center Plaza, Santa Ana, CA 90701, (714) 558-4101

49. A copy of the A.B.C. license must be submitted to the City of San Juan Capistrano at least seven (7) calendar days prior to your event, or event is subject to cancellation.

CANCELLATIONS

50. Notification of cancellation is required seven (7) working days prior to the scheduled activity. Failure to notify the Community Services Department will result in loss of the applicant's deposit. Rental fees refund arrangements may be made at time of cancellation.
51. Organizations or groups who rent a facility on a CONTINUOUS basis must give seven (7) working days notice if a meeting is canceled or the regular rental fee will be charged.

DAMAGES

52. A refundable cleaning/compliance deposit is required for rental of City facilities.
53. The deposit will be refunded approximately 72 hrs. following the rental, provided no damage or loss has been incurred and the facility is left clean and returned to its original condition (this includes cleanliness of carpets). If after the rental any damage, loss, cleaning, additional staff, security, or police hours are required, or if the rental hours exceeded the time listed on the application, the amount will be deducted from that deposit. The refund can take up to four (4) weeks to process.
54. The City will retain all or portions of the deposit under the following conditions:
- a. For repair of damages to the building or equipment while premises are under the responsibility of the renter,
 - b. Costs to perform clean up tasks for which the renter is responsible; and
 - c. Costs for the City personnel, should renter's event run past the ending time indicated on the application, or should additional security, police, or maintenance personnel be necessary.
55. All users will be held financially responsible for damage and must leave facilities and/or equipment in the same condition as received. Any damage to equipment or facilities is the responsibility of the user, and damaged equipment or facilities shall be replaced by identical or equivalent equipment.

56. If the facility is damaged due to applicant's use and the cost of repairs, as calculated by the City, exceed the deposit amount, the applicant shall be billed for the additional costs. Until payment is received, the City shall have the right to cancel the renter's current contract and reject future applications.
57. Upon arrival time on the day of the event the applicant, or event contact person, must initially inspect the premises with a staff person and sign a Condition of Facility Report. Staff and this same individual will inspect the facility together at the close of the event. This report is a check list to insure there is no disagreement as to the condition of the facility before and after the event.

DECORATIONS

58. If decorations are contemplated for any event, prior approval from the Community Services Department must be obtained. NO decorations shall be taped, nailed, thumbtacked, stapled or glued to walls or ceilings. Pushpins are allowed (except in La Sala) but must be removed before vacating facility. All decorations must be of flame retardant material and must be removed by rental group.
59. Special permission is needed when decorating using open flame decorations, hay, straw or confetti.
60. Existing decorations are to remain in place (such as pictures, plaques, etc.).

EQUIPMENT/FURNITURE

61. Pianos are available in some facilities for renter's use. If renter needs a piano tuned, this will be at the renter's expense paid directly to the piano tuner. A City-approved piano tuner is required.

FEES

62. All deposits and rental fees must be paid at time application is submitted.
63. The cleaning/compliance deposit is refundable, based on the cleanliness of the site after the event, an assessment of damage/repairs to the site associated with the rental, combined with renter's and guests' level of compliance with City regulations.

64. Deposits made by check will be deposited with the rental payment prior to the date of the rental. After the rental, the amount of the deposit to be refunded will be made via City check. The refund process will take two to four weeks. Deposits made by cash or credit card will be processed within two weeks.
65. Facility rental is based on an hourly fee, with a two (2) hour minimum. **This INCLUDES time necessary for setup prior to and cleanup following the event.** Additional hours will be computed at the prorated hourly fee (see rate sheet) and must be approved in advance by the Community Services Department.

HOURS OF OPERATION

66. City buildings may be reserved by the public during the hours of operation listed below. Requests for extended hours (earlier or later) require approval of the Community Services Department Director and may require approval of the Parks, Recreation and Equestrian Commission and the City Council.
67. Old Fire Station Facilities (Lacouague and Nydegger Buildings) - Daily - 8 a.m. - 10 p.m.
Hot Springs Dance Hall - Sunday-Thursday 8 a.m. - 10 p.m.; Friday-Saturday 8 a.m. - 11 p.m.
La Sala & Courtyard - Sunday-Thursday 8 a.m. - 10 p.m.; Friday-Saturday 8 a.m. - 11 p.m.
Community Center - Sunday-Thursday 8 a.m. - 10 p.m.; Friday-Saturday 8 a.m. - 12 midnight

INSURANCE

68. Requests to use generators, tents, gazebos, public address system, pony rides, bounce houses, or any portable structure must be included on the facility use application. Other permits may be required. Based upon the nature of the event, additional requirements, including (but not limited to) a security plan, chaperons, security guards, liability insurance, and additional City staff may be imposed as a condition of approval. Any expenses incurred as a result of conditional requirements shall be the responsibility of the applicant.

69. All rentals applying for an Alcohol Permit must provide the following:
- a. Certificate of Liability Insurance
 - i. in the amount of \$1,000,000, per occurrence
 - ii. include liquor liability
 - iii. name the City of San Juan Capistrano as additional insured
 - iv. "Description" section is to list a few words describing the rental (example: wedding/reception/reunion/birthday celebration, alcohol to be served).
 - v. "Certificate Holder" section is to list:
City of San Juan Capistrano
Attn: Community Services Department
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
 - b. Liability Endorsement Form
 - i. form can be from renter's insurance company, or the City has a form that can be used, if preferred
70. The City reserves the right to increase or decrease the amount of insurance as conditions of the permit warrant.
71. Applicant may provide their own insurance or purchase the insurance through the City of San Juan Capistrano.
72. All rentals that serve or sell alcohol are required to provide the City with the above listed insurance.

KEYS

73. If key is being issued, it may be picked up during business hours on the day of the event or the preceding Friday for weekend rentals. Refundable key deposit is \$25. Forfeiture of deposit may occur if facility is utilized other than at designated time or for designated purpose, and/or if keys are not returned the next business day.

KITCHEN USAGE

74. If rental will use kitchen facilities, this must be notated on the application form.
75. City does not supply cooking utensils or cleaning supplies for facilities.

MINORS

76. Activities involving youth (under 21) must have a 1:10 adult-to-youth ratio. The City may request a list of chaperons in advance of the activity.

PUBLIC ADDRESS SYSTEM

77. Renter is to ensure that the activity and/or the volume on P.A. systems does not become disruptive to the businesses and residents neighboring City buildings. Noise becomes a special concern after 9:00 pm. Should an activity become disruptive to the neighborhood, renter will be asked to turn down the volume on P.A. system, or otherwise control the noise. Failure to comply will result in facility use cancellation and all fees will be forfeited by the renter.
78. Renter must submit a site plan depicting the proposed location of sound system and the direction of all speakers for City approval or revision.
79. Use of amplified sound systems must be notated on the facility use application. Use is prohibited in City facilities unless approved in writing by City. (Municipal Code 5-21.04)
80. Nydegger and Lacouague Buildings: No live amplified music. Amplification is limited to "Public Address System", which consists of an integrated microphone, amplifier, and speaker portable sound system. All amplification must remain indoors.

SECURITY

81. Security guard(s) will be required at an additional charge to supervise rentals when alcoholic beverages are served. The City reserves the right to require security guards at any activity held in City facilities, at renter's expense.
82. Security guard(s) is to be scheduled the entire time of the rental, including set-up and take-down.
83. The number of security personnel to be on-site during rental is to be determined by the Director of Community Services and/or Police Chief.
84. Depending on the nature of the rental, security through the City of San Juan Capistrano Police Services may be required at renter's expense.

SET UP/CLEAN UP

85. To keep the building in top condition, equipment and furniture may not be removed from the building. Only those items located within the building will be available for use. Should renter need additional equipment to conduct event, renter to arrange for such at own expense.
86. No storage of equipment is allowed prior to or following event.
87. Groups are responsible for the following cleanup at the end of their event:
- ▶ Cleaning of all equipment used
 - ▶ Cleaning and wiping off all table tops, counters, and chairs used
 - ▶ Cleanup of floor/carpet areas, with special attention to soiled or dampened areas
 - ▶ Cleanup of the kitchen and all amenities used (i.e., refrigerator, stove, oven, sinks)
 - ▶ Cleanup of litter in restrooms
 - ▶ Placing all trash in outdoor dumpster
 - ▶ Removal of all equipment, supplies, personal articles, displays, etc., immediately following cleanup. *All supplies left at the facility will be discarded at renter's expense.*
88. All cleanup must be accomplished prior to the finish time indicated on the application.
89. At the end of the rental and cleanup period, it is the responsibility of the same applicant or event contact person to inspect the premises with a staff person and complete the Condition of Facility Report. Failure/refusal to do so will result in forfeiture of all fees by the renter.
90. The renter is responsible for all setup and cleanup. In the Community Center, the City will be responsible for set-up and take-down of tables and chairs. Cleaning supplies are not supplied. All trash must be placed in the outside dumpster.
91. If a group fails to perform a satisfactory cleanup after their activity, the total deposit will be forfeited by the renter.

SOLICITATION

92. No donations, under any circumstance, or for any purpose, shall be solicited at any City facility for causes not directly related to the activity approved on the facility use agreement.

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