



## FACILITY RENTAL RULES & REGULATIONS

**By signing the Facility Rental Application, you are signing that you have read and understand all information contained herein.**

**The following rental policies outline the conditions for use of City facilities. All City facilities are governed by these general rules, in addition to specific conditions for each facility.**

- 1. Application Requirements** - Reservations will only be accepted with a completed application, and the required deposit fee. Applicants must be at least 21 years of age. Hercules residents must provide valid proof of residency (i.e. California I.D. or utility bill in applicant's name) to qualify for the resident rate.
- 2. Rental/Reservation Contact Requirements** - All contact regarding the reservation fees, insurance, rental fees, and on-site coordination will only be arranged with the original applicant. If the original applicant is unavailable for event coordination on the event day, the applicant must designate an alternate person to assume this responsibility in advance of the event and inform the Parks & Recreation Department. It is important to retain/receive the proper paperwork which includes a facility orientation sheet which notes the responsibilities and duties of the applicant and the facility layout. These documents must be signed by the original applicant and returned a minimum 7 business days prior to your rental date.
- 3. City staff on duty during event** - City staff will be on duty during all scheduled use of City facilities. City staff are not available for loading/unloading party supplies, waiting tables, serving, and/or assisting with the applicant's portion of the clean-up.
- 4. Adhering to time schedule on application** - The time period stated on the application form for the reservation will be strictly enforced. If applicant does not use full time as stated on their application there will be no refunds given or funds transferred. The reservation period must include all time necessary for set-up and clean-up for the event, and time must be consecutive. All facility usage is based upon space availability and is limited to specific rental periods. City staff will put out all tables and chairs requested per the facility layout sheet prior to the reservation decoration time, but the city must receive a written floor plan in advance of the event date. Otherwise, table and chair set-up will begin at the rental decoration time. The facility will not be open prior to the requested time for any renter, caterers, bands, decorators, etc. participating in a rental activity, nor can items be stored overnight in a City facility prior to or after any rental activity.
- 5. Condition of facility** - City staff will check the condition of the facility with the applicant before the start of the event, and prior to their departure to determine if additional damage, cleaning, or overtime use has occurred. City staff will also complete a facility evaluation sheet with the applicant to document any issues. This on-site evaluation is only one means of evaluating the return of the rental deposit, however, additional charges may be imposed for damages or clean-up not identified on the evaluation form if additional items were identified after the applicant has left the facility. It is the responsibility of the City staff to enforce facility use regulations and prevent abuse of any facility or facility use privileges, including but not limited to, requesting police department assistance to stop the service of alcoholic beverages, to remove disruptive individuals, and/or to clear the facility and cancel the event. In the case of such a cancellation of an event, no rental fees will be refunded or transferred. City staff will process the deposit refund request upon review of evaluations the week following the rental. Once the deposit refund requested has been reviewed by Parks & Recreation staff, the renter should expect to receive the deposit refund within 4 weeks if the deposit was paid via check or cash. Deposits paid by credit card may only be refunded to the credit card used for the payment of the deposit.



- 6. Liability** - The applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of City facilities. The applicant is responsible for knowing and understanding all rules and regulations governing City facilities. The applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility, and that everyone conducts himself or herself in an orderly manner. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occurs at any rental activity, the event may be shut down, and further use of City facilities by an individual applicant or group may be denied.
- 7. Finalizing payment** - Final rental fees, certificate of insurance (if required), the required deposit, and security (if required) are due forty-five (45) days before the rental date. Any additional hours required must be pre-paid in advance of the rental date. Deposits must be paid at time of reservation. Payments may be paid by check, cash, and credit card or mailed to the Community/Swim Center, 2001 Refugio Valley Road, Hercules, CA, 94547. If payment is not received by the specified due date, the rental may be cancelled and subject to forfeiture of all fees submitted.
- 8. Youth Event Deposit** - The youth event deposit is for any and all rental events held in honor for someone 20 or under. When reserving a facility for a youth event, the full youth event deposit fee is required at the time your application is submitted.
- 9. Rental Transfer/Date Change Request** - If a reservation has been made for a facility and the applicant wishes to change to an alternate date (only same facility allowed), and/or alternate applicant, a \$50.00 transfer fee will be assessed. In addition to the assessed fee, a new application must be submitted identifying the new rental activity date, and/or applicant. The original applicant must make all changes in person and/or in writing. Rental information changes will not be accepted over the phone. A change/transfer will only be accepted one (1) time. Any additional changes will result in a cancellation and the cancellation policy will be applied – see #10.
- 10. Cancellations** - If the original applicant cancels a rental reservation at any time prior to the rental date, the entire deposit will be forfeited. The following schedule will be used to determine the amount of refund or facility rental fees or other associated facility rental costs such as security or insurance:

  - **100%** of the Deposit will not be refunded for any/all cancellations **AND**
    - **50%** of the rental fees will not be refunded for any/all cancellation notices given 46 to 364 days in advance of rental date; **OR**
    - **100%** of the rental fees will not be refunded for any/all cancellation notices given less than 45 days in advance of date.
- 11. Insurance Requirements** - All facility rentals are required to have a certificate of insurance. Premiums are based upon the type of event, if there will be alcohol at the event, and the number of participants at the event. The insurance premium rates are subject to increase based upon current billing rates of insurance carrier and type of event. Advance notice may be limited to applicants. Applicants reserving dates for the next calendar year may be subject to increased insurance premiums if premiums are raised through carrier with the starting of the New Year. Applicants are responsible for these additional fee increases.
- 12. Alcohol** - Alcoholic beverages may be consumed in City facilities, except for the pool facility/Swim Center, without a permit when there is no money exchanged for the beverages or admission charged to the event. Alcoholic beverages may not be sold or consumed at any officially designated “youth event”, for example an event that has a majority of attendees under the age of 21 years of age, or generally known by nature of the event to include a significant number of under-aged attendees, or an event held in honor of someone under the age of 21. The serving or selling of alcoholic beverages remains at the discretion of the City and the Hercules Police Department. In addition, the City has the ability to limit the number of hours that alcoholic beverages can be served during the event. Alcohol is not allowed under any circumstances inside the pool area/Swim Center or during pool rentals/parties.



- 13. Security Requirements** - All rental facility applications are reviewed and could possibly be subject to security requirements. Most events that have alcohol will automatically have security officers assigned. All youth events will have security assigned. Duties of security officers include monitoring the inside facility, front entrance of facility, parking lot areas, and patio areas. Security officers may make appropriate changes to duties listed above in order to maintain the safety of the applicant, guests, staff, facility and themselves. Consumption of alcohol by minors will not be tolerated. Applicant understands that if alcohol is served to minors, the security officers, staff and/or Hercules Police Department will be required to close alcoholic services, and the applicant may be held responsible for the illegal distribution of alcohol. The following are basic guidelines for assigning security officers at facility rentals:
- 1-100 in attendance, one officer
  - 101-200 in attendance, two officers
  - 201-300 in attendance, three officers
- 14. Applicant Responsibility for Security during Rental** - The applicant is responsible for: checking in with the security officers before the start of event, or when security arrives; discuss specific duties for security officers during event; monitor number of attendants in building during event; monitor children playing in or around facility. Please Note: children should not be allowed to wander or play outside the facility unsupervised. All guests should remain inside the facility during the course of the rental, unless smoking. The applicant is also responsible for ensuring that guests are not allowed to enter landscaped planter areas, damage sprinkler systems or security lighting. Staff or security officers may request Police assistance at any time to prevent abuse of privileges and to enforce facility rules and regulations. The staff, security officers, or Hercules Police Department may close down any activity that poses a threat to the safety of the participants, staff, security officers or the facility.
- 15. Unruly Party Ordinance** - As of July 1994, the Hercules City Council adopted an unruly party ordinance, which entitles the City of Hercules to recover costs associated to responding to unruly activities as private and/or public property. The ordinance states the following: *The unlawful gathering on public or private property where persons under the age of 21 are present and alcoholic beverages are in the possession of, or being consumed by, any person under the age of 21 years. This violation constitutes a misdemeanor, punishable as set forth in Section 1-4.01 of the Ordinance. Police services at gatherings requiring a response call by the police will be held liable for the cost of providing police services during any subsequent responses by the police. The subsequent response may also result in the arrest and/or citation of violators under the California Penal Code, or other provisions of this Ordinance. The cost of police services will be billed at the actual cost of police services, including those exceeding \$1,000, through all legal remedies. Any person owing such fees shall also be liable in an action brought in the name of the City recovery such fees, as well as court costs and reasonable attorney's fees. A copy of the ordinance is available through the Hercules Police Department upon your request.*
- 16. Smoking** - Smoking, e-cigarettes or vapor like devices are prohibited in all city facilities.
- 17. Decorations** - Adhesives, nails, screws, pins, or staples on facility walls are prohibited. Scotch or masking tape may be used to hang decorative materials. Decorative materials may not be attached to light fixtures and must be completely removed from the facility at the conclusion of the activity. Candles and confetti are not allowed in any City facility. If balloons are utilized for decorations, they must not be released intentionally to float to the ceiling areas. All decorative materials must be fireproof and/or flame retardant. At no time shall exits or facility signage be obstructed by decorations or rental equipment.
- 18. Music/Audio** - Taped, live music and/or entertainment are allowed in all facilities.
- 19. Lighting** - Strobe, rotating, or flashing lights are not permitted in the Foxboro and Ohlone Centers. Use of these types



of lighting devices is restricted to the Senior Center and the Community Center because the facilities are not located directly adjacent to a residential neighborhood. Smoke or mist machines are prohibited in all city facilities. The rental facilities have automatic smoke detectors, which are monitored by the Rodeo/Hercules Fire District. Applicants in violation of this regulation will be financially responsible for all charges levied by the Fire District for a response call. Mist machines are prohibited due to their potential for damaging floor surfaces and creating a safety hazard for guests.

- 20. Additional Staff Charges** - The hourly rate for any staff required to perform extra cleaning, or minor facility repairs following a rental activity is \$30.00 per hour, per staff. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be separate obligation of the renter.
- 21. Violation of these policies** - A fee for liquidated damages of two times the amount of deposit, will be imposed for violation of any facility rental regulation or misrepresentation of material information in the rental application, including but not limited to, misrepresenting the type of activity or sponsoring organization, misrepresenting residency of the applicant, exceeding the capacity of the facility, misrepresenting if alcohol will be served or sold, or misrepresenting the number or age group of participants/guests. This fee will be imposed regardless of actual damage to the facility or increased cost incurred by the City in supervising the activity and is in addition to any such costs, which will be withheld from the deposit amount.
- 22. Nonprofit Groups** - Those wishing to rent the facilities under this category must provide evidence of their approved State of California nonprofit 501c3 status. Nonprofit groups may receive rentals at a discounted rate depending upon their type of event per the City's Master Fee Schedule, but may not rent at discounted rates while offering services, classes, or programs at a cost to the participants.
- 23. Pool/Swim Center Rules** – all rules for use of the pool/Swim Center must be adhered to at all times. This includes all posted rules inside the facility and verbal direction from City staff and/or lifeguards. Failure to abide by the rules may result in immediate cancellation of your event/rental.
- 24. Denial of Rental Application** - In accordance with the rules and regulations for use of City facilities including rental of City facilities, request for use/rental may be denied for any of the following reasons:
- Rentals by individuals or organizations that have used the facilities in the past where problems have occurred, application may be denied or additional conditions may be imposed.
  - Rentals by individuals or organizations who fail to accurately represent the application information required by the City of Hercules, or have repeated incidents of rule violations will be denied requests to use City facilities for a minimum of one year.
  - The City of Hercules retains the right to refuse facility usage/rental at the discretion of the Parks & Recreation Director, or his/her designee.
  - Use may not be granted in any situation if City staff determines that such use would be detrimental to City facilities.
  - The City of Hercules refuses facility usage for the intent of "private for profit" dances, and/or parties, with the exception of approved City recognized nonprofit community groups.