



City of San Clemente  
Beaches, Parks and Recreation Department  
100 N. Calle Seville, San Clemente, California. 92672  
Phone: (949) 361-8264 Fax: (949) 361-8280

## FACILITY RENTAL POLICIES

Thank you for your interest in renting one of the City's recreation facilities. The goal of the Recreation Division is to make your rental activity as successful and enjoyable as possible. To assist you in this regard, please familiarize yourself with the following policies. Be aware that due to the historic nature of our facilities, many modern conveniences (elevators, phone and internet connections, etc.) are not available. Make sure that the facility you select meets your needs and the needs of your guests prior to submitting an application.

We offer rooms and facilities with the ability for the renter to cater their event themselves or hire a caterer of their choice. We also permit alcohol and live music with certain stipulations and requirements.

### APPLICATION PROCESS:

- **Applications will be reviewed and approved upon** submittal or within 2 weeks of submittal. Applications must be submitted at least two weeks prior to the requested rental date. Applications must contain complete information, since City staff will not be required to supply any equipment or work not listed on the application. Please print clearly or type. Once the rental application is approved, renter will receive a copy of the permit outlining all fees due. No further billing will be sent.
- **Each applicant shall be at least 21 years of age** and act as, or designate one person to act as, the coordinator of all rental matters.
- **Application Dates:** Renters may submit their applications one year in advance of the requested rental date or thereafter.
- **Applications will be approved according to the following priority** and, within each priority, on a first-come, first-served basis.
  1. **City activities** - activities originated by the City of San Clemente;
  2. **City Partnership activities** - activities that have been approved by the City;
  3. **Frequent Rentals**- renters that have utilized the facilities at least four times during the past year; and
  4. **Rentals** - renters that have utilized the facilities less than four times during the past year.
- **An application can be denied** if: 1) the facility is not available, 2) the applicant has an unsatisfactory use record, 3) the rental does not meet applicable laws/rules, or 4) the rental could be detrimental to the best interests of the City, as determined by the Director of Beaches, Parks and Recreation or his/her designee. The City reserves the right to reschedule any previously approved rental in the unlikely event that the facility cannot be used, or there is a conflicting activity.

### DEFINITIONS: PRIVATE AND NON-PROFIT EVENT:

**Private Event:** An event by individuals, clubs, organizations, or businesses.

**Non-Profit Event:** An event by non profit clubs and organizations that is open to the general public. Application for non-profit rentals must include a Federal Tax Exempt I.D. number, and may require proof of

same by showing a “Statement of Domestic Non-Profit Organization” filed with the State of California or non-profit tax identification number.

The Beaches, Parks and Recreation Director is authorized to reduce a fee by 25%, and that the City Manager is authorized to waive an additional 25% when the fee waiver is in the best interest of the City and the organization. A complete fee waiver would remain under the authority of the City Council. A letter describing the circumstances for such a request must be submitted to the Recreation Division Manager for processing.

### **GENERAL POLICIES:**

All renters are required to abide by the following general policies. Failure to abide by these conditions may result in the forfeiture of renter’s refundable Compliance/Damage Deposit.

- **Regular hours of operation** of facilities are 8:00am to 11:00pm, and are subject to change without notice.
- **Rental Time:** Renters shall not exceed the approved rental hours for their event, and must begin and end their event as scheduled. Usage time on the application must include all facility preparation, including the renter’s setup and decoration as well as any time needed to tear down, lightly clean, and vacate the facility. Facility rental is for a one-hour minimum during weekday rentals.
- **Building rentals include** the use of tables and chairs. Kitchen rental includes refrigerator/freezer, stove and microwave. City employees will set up and break down for your event. However, due to other responsibilities, they can only provide one setup per group. Please do not request changes after the setup is complete.
- **Only rooms that have been rented and paid for may be used for overflow**, such as dressing rooms, storage, or work areas. Renters must clean and vacate the room by the end of the approved rental time. Attendance cannot exceed occupancy for the rented room(s).
- **The City is not responsible for** personal injuries, damages, or stolen property.
- **The City is not responsible for** inclement weather or activities taking place outside of or surrounding a rented facility (i.e. construction, special event, social gathering or other activity that affects parking availability, views, or noise levels).
- **Equipment or furnishings shall not be removed or rearranged** without prior written approval from the City. City equipment, such as tables and chairs, are not permitted on the outside grounds, unless for a City Partnership activity. Renters may provide their own or rented tables and chairs to place on the outside grounds during their rental time only.
- **Renters shall abide by all applicable State, Federal, County and local laws**, such as the following:
  - **A health permit is required when** food or beverages are served, unless the rental activity is a private party or a non-profit activity, including a fund raiser. Call the Environmental Health Division at (714) 667-3600 for further information and a health permit application.
  - **Smoking is not permitted** in facilities or within 20 feet, per the California Anti-Smoking Law.
  - **Animals are not permitted** in facilities or within 20 feet of our facilities.

- **All renters are responsible for controlling noise** that may be disturbing to other activities within the facility or the surrounding neighborhood. Music-making and sound amplification equipment must be kept indoors, at all facilities, with doors and windows closed, and maintained at a sufficiently low noise level so as not to disturb others. The use of acoustic musical instruments is permitted on exterior grounds for a limited time, such as for a wedding march.
- **All rental equipment** brought in by the renter must have some type of protective pads on the bottom of the equipment to ensure that no damage is done to the wood floors. Do not drag items on floors. Please contact our Facilities Coordinator at (949) 289-3708 or (949) 279-8037 for further information regarding this policy. Please be advised that if you plan on bringing in your own tables, chairs or other equipment, this needs to be notated on your floor plan and approved by our Facilities Coordinator prior to your event.
- **Individual glass beverage containers** such as beer bottles or glass soda bottles are not permitted.
- **“Styrofoam” Products Prohibited:** The use of food service items comprised of expandable polystyrene, commonly referred to by the trade name “Styrofoam” is prohibited. The renter shall assume responsibility for preventing the utilization and/or distribution of expandable polystyrene food service products, by any attendee or vendor (caterer) utilizing the City property or facility during the term of the rental agreement. Failure to abide by this resolution will result in the automatic forfeit of the renter’s entire compliance/damage deposit and possible future use of city rental facilities.
- **Open flames** from candles, food heating/warming, cooking devices and heaters are regulated by fire code and must be approved in advance as part of the rental application. No Tiki type torches or fog machines are allowed under any circumstances. If you wish to have a device that has an open flame, please note it on your application form, and request a copy of the safety regulations entitled: Fire Code Regulations.
- **Decorating:** Nails, staples and similar hardware may not be used to attach materials to walls or ceilings. All decorative and other items, such as tape and signs, shall be removed by the end of the rental period. Do not drag items on floors. Renters must supply their own ladder(s) for decorating. Renters shall not apply wax or any other material to the facility floor. Decorative items (such as plants and candles) shall not be placed on ledges of buildings.
- **Clean-up:** Renters will be responsible for light cleanup, such as clearing all tables and making sure trash has been deposited in the appropriate trash receptacle; removing any decorations, supplies or equipment brought in by renter. City staff will tear down your event and do the heavy cleaning, such as sweeping, mopping, hosing down of outside deck areas and carrying trash to the outside dumpsters. It is extremely important that your event ends at the scheduled time to ensure that city staff has enough time to prepare the facility for the next renter’s event.
- **Compliance/Damage Deposit Checklist:** Recreation Division staff will provide renters with a compliance damage checklist that should be completed before your event to ensure that city equipment is in satisfactory condition for your event and after the activity to determine any damages that may have occurred to city equipment during your event. Any damages to city facilities or equipment shall be deducted from renter’s compliance/damage deposit.

### **AMPLIFIED SOUND AND ALCOHOL SERVING REQUIREMENTS**

- **Security guards will be required when alcoholic beverages are served, there is live entertainment, or if a disc jockey plays amplified sound.** Guards will be hired and supervised by the Recreation Division but will be paid by the renter. Guard Service will be scheduled for the entire time of the rental. The current hourly fee for guards is \$22.00 per hour, per guard. Guards shall act as security forces and not as I.D. checkers. Security guard service will be required on the basis of 1 guard for every 75 guests in attendance (example: 1-75 guests = 1 guard; 76-150 guests = 2 guards).

Security guard requirements may be altered at the discretion of the Recreation Manager. Payment for the security service is due 30 days prior to the date of the event.

- **Alcohol Liability Insurance:** The City requires any private event where alcohol will be served to purchase insurance through the City of San Clemente. Insurance cost is based upon your number of guests: 1-100 guests \$143.32; 101-500 guests \$176.15; 501-1500 guests \$234.22. This fee is subject to change.
- **Alcohol Service Requirement:** Renters must provide one of the following at least 30 days prior to the rental date:
  1. Proof that the caterer serving alcohol at the event has a Type 58 ABC liquor license, photocopy of license required; or
  2. Proof that the bartender serving alcohol at the event has a diploma from an accredited bartenders school, where LEAD (Licensee Education on Alcohol and Drugs) training or similar alcohol awareness curriculum has been taught; or provide a LEAD certification card. Photocopy of certification card or diploma required.
- **If alcohol is sold and/or the rental activity is open to the public,** an Alcoholic Beverage Control (ABC) liquor license is required. The sale of alcohol includes any required donation or other consideration. Upon request, non-profit renters will be given written instructions on how to apply for a one-day ABC liquor license. Along with the ABC liquor license, non-profit renters serving alcohol at events with more than 50 guests are required by the City to have their designated alcohol servers attend a LEAD (Licensee Education on Alcohol and Drugs) training class, or equivalent. LEAD training is offered through the Alcoholic Beverage Control Board. Classes are held monthly at their Santa Ana branch, located at 28 Civic Center Plaza. Please call (714) 558-4101 to register for class. Once training has been completed, please supply a photocopy of the certification to the City. Non-profit rentals with alcohol will also need to supply evidence of insurance, naming the City of San Clemente as additionally insured, via a Certificate of Liability and Endorsement in the amount of one million dollars or purchase liability insurance through the City of San Clemente.
- **Alcoholic beverages may only be brought into a City building by** the person or organization responsible for the activity or by a licensed caterer. Alcoholic beverages are not to be consumed outside the area(s) being rented. No alcohol is permitted on exterior grounds. The activity will be terminated immediately if minors are found in the possession of alcoholic beverages or any of the alcohol policies are not followed.

### **DEPOSITS AND RENTAL FEES:**

ALL FEES ARE DUE 30 DAYS IN ADVANCE OF THE RENTAL DATE, by credit card, cash, money order, or check payable to the "City of San Clemente." Fees are subject to change, unless paid in full prior to the effective date of a fee change.

**Reservation Deposit** – a reservation deposit of \$100 for non-profit events and \$300 for private events is required to hold a requested date. This deposit will be applied toward your rental fee. If your application is not approved, your deposit fees will be refunded. The deposit is non-refundable and non-transferable if renter chooses to cancel or change their rental date.

**Rental Fees** – All rental fees are due 30 days prior to rental date. If a date is booked within 30 days of the rental date, the entire rental fee amount must be paid immediately by cash, cashier's check, money order, or Visa/Master Card charge. Cashier's checks and money orders need to be made payable to "City of San Clemente". **A late charge** of 10% of all outstanding rental fees (not including deposits, insurance and security guard costs) will be charged against fees not received within 21 days of the rental date.

**Compliance/Damage Deposit** – Compliance/Damage deposits are due 30 days prior to the rental date. A \$150 Compliance/Damage deposit is required for non-profit events. A compliance/damage deposit of \$500

is required for all private events, as well as non-profit events serving alcoholic beverages. Compliance/Damage deposits will be fully refundable, except for costs for damages to City property or non compliance of general policies.

**Security Guard Fee, if required** – The security guard fee is due 30 days prior to the rental date.

**Liability Insurance Fee, if required** – The liability insurance fee is due 30 days prior to the rental date.

**Overtime Fees** - We do not allow events to go beyond our regular hours of operation, or for primetime renters (Friday, Saturday, Sunday) to exceed their approved rentals times. All renters are responsible for having the facility lightly cleaned and vacated by the end of their approved rental time. Failure to abide by this policy will result in the automatic forfeit of renter’s refundable compliance/damage deposit.

During regular hours of operation during the weekdays, any additional rental area or time not approved on your rental permit will be deducted in one hour increments from your refundable security deposit at 1 ½ times the hourly fee. Any additional time during regular hours of operation must be arranged and approved prior to the event date.

**CANCELLATIONS AND CHANGES TO APPROVED APPLICATIONS:**

- **All cancellations and changes must be submitted in writing before any request will be considered.** Submissions can be made by mail (certified/return signature required) or in person.
- **Cancellations at any time will automatically forfeit renter’s reservation deposit.** Cancellations within 30 days of rental date will automatically forfeit the entire rental fee. If renter has not paid the balance off within the 30 day period and cancels the event, renter is still responsible for payment of entire rental fee.
- **A change fee of \$50** will be added for any change in time or space requested after the rental permit has been approved.

**Questions or Need Assistance?**

Please call the Recreation office at (949) 361-8264, if you have any questions or need assistance in any way. We wish you the best of success with your planned activity.

<b>FACILITY RENTAL RATES</b>		
Available discounts:	<ul style="list-style-type: none"> <li>○ 25% discount for San Clemente residents and businesses.</li> <li>○ 75% discount for San Clemente based non-profit organizations.</li> <li>○ 50% discount for non-resident non-profit organizations.</li> </ul>	
<b>COMMUNITY CENTER - Weekday (Sunday through Thursday)</b>		
<b>Auditorium</b> (4,000 sq. ft.)	300-500	\$300 per hour
<b>Ole Hanson Fireside Room &amp; Kitchen</b> (1,200 sq. ft.)	80	\$100 per hour
<b>Kitchen</b> (Based on availability)	-	\$150 flat rate
<b>Multi-Purpose Room</b> (900 sq. ft.)	50	\$75 per hour
<b>Lower Multi-Purpose Room</b> (900 sq. ft.) (Dance Studio Purposes Only)	25	\$75 per hour
<b>Grounds</b>	-	\$50 per hour
<b>Locker</b> (for Non-Profit Only)	-	\$5 per month
<b>COMMUNITY CENTER - Primetime (Friday &amp; Saturday)</b>		
<b>Auditorium &amp; Kitchen</b> (4,000 sq. ft.) (2 hour minimum rental)	300-500	\$350 per hour
<b>Ole Hanson Fireside Room &amp; Kitchen</b> (1,200 sq. ft.)	80	\$150 per hour
<b>Multi-Purpose Room</b> (900 sq. ft.)	50	\$100 per hour
<b>Lower Multi-Purpose Room</b> (900 sq. ft.) (Dance Studio Purposes Only)	25	\$100 per hour
<b>Grounds</b>	-	\$60 per hour
<b>AQUATICS CENTER – 987 E. Avenida Vista Hermosa</b>		
<b>Friends Meeting Room</b> (749 sq. ft.)	48	\$150 per hour
<b>TIERRA GRANDE PARK – 399 Camino Tierra Grande</b>		
<b>Recreation Room</b>	40	\$100 per hour



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## FACILITY RENTAL APPLICATION

Please read our rental policies prior to completing and signing this rental application. Please print clearly.

**Applicant:** \_\_\_\_\_  
(wedding: please list bride's full maiden name and groom's full name; company: list company name and contact person)

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Primary Phone:** \_\_\_\_\_ **Alternate Phone:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Facility:**  Community Center  Aquatics Center

**Event Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

**Room(s):** \_\_\_\_\_

**Type of event:** \_\_\_\_\_ **Number of guests:** \_\_\_\_\_

**Will the following be present at your event?**

**Alcohol**  Yes  No

**Amplified Sound** (Band, DJ, etc.)  Yes  No

**Open Flames** (BBQ, candles, etc.)  Yes  No

**Applicant Needs:** Please select the equipment you will need.

Tables  Chairs  Screen  Podium  Public Address System (Limited Availability)

Other: \_\_\_\_\_

### RELEASE FROM LIABILITY AND INDEMNIFICATION

In consideration for and as a condition of the use of the above stated facility, applicant hereby agrees to hold harmless the City, its officers, employees, and agents, against any and all claims, demands, causes of action, damages (including damages to City property), costs and liabilities, directly or proximately resulting from or caused by the use and occupation of the facility hereinabove described, whether such use is authorized or not or from any act of applicant or any of its officers, agents, employees, guests, patrons, or invitees. The applicant shall at its sole risk and expense, defend any and all suits, actions, or legal proceedings which may be brought against the City, its officers and employees in which in any way arise from or relate to applicant's use of the above facility. Applicant shall also pay for any and all damages to any property of City including any damages for loss or theft of such property, done or caused by Applicant, its officers, agents, employees, guests, patrons and invitees.

**I have read, understand and agree to abide by ALL of the Recreation Rental Policies and Fees for the facility I am applying to rent and I will be present at the facility during its use. I further realize the ramifications of failure to abide by the policies and/or permit requirements. I understand that submittal of this application does not guarantee approval of my application.**

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Applicant must be 21 years of age)