

# CITY OF SAN CLEMENTE

## BEACHES, PARKS & RECREATION DEPARTMENT

www.san-clemente.org | recreation@san-clemente.org

# **FACILITY RENTAL POLICIES**

Thank you for your interest in renting one of the City's recreation facilities. 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. Please review the policies below before submitting your facility rental application.

### **APPLICATION PROCESS**

- Applications must be submitted at least two weeks before the requested rental date. Applications must contain complete information or will be returned for more detail. Please be aware, that unless requested and approved in advance of the rental, City staff will not supply any equipment or work not listed on the approved permit.
- 2. Applications will be reviewed and approved within two weeks of submittal. Once approved, the renter will receive a copy of the permit outlining all fees due. All fees are due 30 days in advance of the rental date. Fees are subject to change unless paid in full before the effective date of a fee change.
- 3. 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.
- 4. Applications are accepted up to one year in advance of the requested rental date or thereafter.
- 5. Applications will be approved according to the following priority and, within each priority, on a first-come, first-served basis.
  - A. City Activities: activities originated by the City of San Clemente.
  - B. City Partnership Activities: activities that have been approved by the City Council for additional City support.
  - C. Frequent Rentals: renters that have utilized the facilities at least four times during the past year.
  - D. Infrequent Rentals: renters that have utilized the facilities less than four times during the past year.
- 6. An application can be denied if: (A) the facility is not available; (B) the applicant has an unsatisfactory use record; (C) the rental does not meet applicable laws/rules; (D) the activity proposed is not appropriate to be conducted at the facility and/or the facility cannot accommodate the type of activity; (E) the rental could be detrimental to the best interests of the City.

#### **DEFINITIONS**

- A. Private Event: An event by individuals, clubs, organizations, or businesses. Not open to the general public.
- B. **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.
- C. Approved Permit: Once applicant has signed the permit.
- D. **Discounts:** The City offers discounted rates for San Clemente residents and non-profit organizations with proof of status. Please see the rental table for discounted rates.
- E. **Fee Waiver:** The Beaches, Parks and Recreation Director is authorized to reduce a fee by 25%, and the City Manager is authorized to waive an additional 25% if the fee waiver is in the best interest of the City and the organization.

Rev. 3/15/2023 Aquatics Center: 949-429-8797 | Community Center: 949-361-8264 1/5

#### **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 the renter's refundable Compliance/Damage Deposit.

- 1. **Facility Hours of Operation:** Regular hours of operation vary by facility. Please inquire with City staff for current hours or visit the City's website at www.san-clemente.org.
- Rental Time: Renters shall not exceed the approved rental hours for their event. Usage time on the
  application must include all facility preparation, including the renter's setup as well as any time needed to
  tear down, lightly clean, and vacate the facility. Weekday rentals require a one-hour minimum rental time;
  weekend rentals require a two-hour minimum rental time.
- 3. **Reservations:** Only rooms that have been rented and paid for may be used for overflow, such as dressing rooms, storage, or work areas. Attendance cannot exceed occupancy for the rented room(s).
- 4. **Facility Rules and Regulations:** Renters shall abide by all applicable laws, as well as the Participant Code of Conduct set forth by the City of San Clemente Recreation Division.
- 5. **Health Permit:** A health permit is required when food or beverages are served or sold to the public. If the rental activity is a private event then a health department permit is not required. Call the Environmental Health Division 714-433-6000 for further information and a health permit application.
- 6. Noise & Amplified Sound: All renters are responsible for controlling noise from their event that may be disturbing to other activities within the facility or the surrounding neighborhood. Music-making and sound amplification equipment must be kept indoors 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 amplified sound must be disclosed on the rental application.
- 7. **Equipment:** 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. Only one set-up per rental is provided; please do not request changes after the setup is complete. 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 pre-approved for a City Partnership activity.
- 8. **Rental Equipment:** All rental equipment brought in by the renter must have protective pads on the bottom of the equipment to ensure that no damage is done to the floors. Do not drag items on floors. Please be advised that if you plan on bringing in additional tables, chairs, or other equipment, this needs to be notated on your floor plan and approved by the Recreation Division before your event. Delivery and removal of all equipment must take place within the approved permit time.
- 9. "Styrofoam" Products Prohibited: The use of foodservice 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 foodservice 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.
- 10. Open flames: 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.
- 11. **Decorations:** 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 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.

Rev. 3/15/2023 Aquatics Center: 949-429-8797 | Community Center: 949-361-8264 Pg. 2/5

- 12. **Clean-Up:** Renters will be responsible for light clean-ups, 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 the renter is required. City staff will tear down your event and do heavy cleaning, such as sweeping, mopping, hosing down of outside deck areas, and carrying trash to the dumpsters. Your event must end at the scheduled time to ensure that staff has enough time to prepare the facility for the next renter's event.
- 13. Compliance/Damage Deposit Checklist: Recreation Division staff will provide renters with a Compliance Damage Deposit Checklist that should be reviewed before your event to ensure that City equipment is in satisfactory condition for your event and completed 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 the renter's compliance/damage deposit.
- 14. Smoking is not permitted in facilities or within 20 feet, per the California Anti-Smoking Law.
- 15. Animals are not permitted in facilities or within 20 feet of our facilities.
- 16. The City is not responsible for personal injuries, damages, or stolen property.
- 17. 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).
- 18. Individual glass beverage containers such as beer bottles or glass soda bottles are not permitted.
- 19. Renters shall abide by all applicable State, Federal, County, and local laws.
- 20. The City reserves the right to reschedule any previously approved rental if the facility cannot be used, or there is an unexpected conflicting activity.

### AMPLIFIED SOUND AND ALCOHOL SERVING REQUIREMENTS

- 1. Security guards are required when alcoholic beverage service and/or live entertainment, or a disc jockey is included in the rental activity.
- 2. Guards will be hired and supervised by the Recreation Division but will be paid for by the renter. Guard service will be scheduled for the entire time of the rental. Guard rates will be communicated prior to approval and range between \$30-\$40/hour per guard. Rentals occurring in excess of (8) hours and on holidays may require time and a half pay under California Labor Laws.
- 3. Guards shall act as security forces and not as I.D. checkers. Security guard service will be required based on (1) guard for every (75) guests in attendance. Security guard requirements may be altered at the discretion of the Beaches, Parks & Recreation Director. Payment for the security service is due 30 days before the date of the event.
- 4. Alcohol Liability Insurance ("ALI"): The City requires any private event where alcohol will be served to purchase insurance through the City of San Clemente. The ALI fee depends on the number of guests, type of event, and location of the event. This fee will be determined once an application and reservation deposit are received.
- 5. Alcohol Service Requirement: Renters must provide <u>one</u> of the following at least 30 days before the rental date:
  - a. Proof that the caterer serving alcohol at the event has a Type 58 ABC liquor license, photocopy of license required; or
  - b. 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 a certification card or diploma required.
- 6. 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 exchange of money.

Rev. 3/15/2023 Aquatics Center: 949-429-8797 | Community Center: 949-361-8264 Pg. 3/5

- 7. Non-profit rentals with alcohol service are required to provide 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. Contact the Recreation Division for additional details.
- 8. 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 may not be delivered and accepted by City staff, nor stored overnight at the facility.
- 9. Alcoholic beverages are not to be consumed outside the area(s) being rented. No alcohol is permitted on exterior grounds except for the Ole Hanson Fireside Room Terrace.
- 10. 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**

Payment can be made by credit card, cash, money order, or check payable to the "City of San Clemente." Fees are subject to change unless paid in full before the effective date of a fee change.

FACILITY RENTAL RATES		
Available discounts: o 25% discount for San Clemente residents and businesses.		
<ul> <li>75% discount for San Clemente based non-profit organizations.</li> </ul>		
<ul> <li>50% discount for non-resident, non-profit organizations.</li> </ul>		
SAN CLEMENTE AQUATICS CENTER		
Friends Meeting Room (749 sq. ft.)	48 max.	\$150 per hour
COMMUNITY CENTER (Weekday: Sunday through Thursday)		
Auditorium (4,000 sq. ft.)	300 Banquet/374	\$300 per hour
	Theater	
Ole Hanson Fireside Room & Kitchen (1,200 sq. ft.)	80 max.	\$100 per hour
Kitchen (Based on availability)	-	\$150 flat rate
Multi-Purpose Room (900 sq. ft.)	50 max.	\$75 per hour
<b>Lower Multi-Purpose Room</b> (900 sq. ft.) (Dance Studio)	25 max.	\$75 per hour
Grounds (Limited use to be determined with review)	-	\$50 per hour
Locker/Storage (for Non-Profit Only)	-	\$5 per month
COMMUNITY CENTER (Weekend: Friday & Saturday)		
Auditorium & Kitchen (4,000 sq. ft.)	300 Banquet/374	\$350 per hour
	Theater	
Ole Hanson Fireside Room & Kitchen (1,200 sq. ft.)	80 max.	\$150 per hour
Multi-Purpose Room (900 sq. ft.)	50 max.	\$100 per hour
Lower MPR (900 sq. ft.) (Dance Studio Only)	25 max.	\$100 per hour
Grounds (Limited use to be determined with review)	-	\$60 per hour

- Reservation Deposit: A reservation deposit of 25% of the estimated rental fee is required at the time of application to hold a requested date. This deposit will be applied to your rental fee. If your application is not approved, your deposit fees will be refunded. The deposit is non-refundable and non-transferable if the renter chooses to cancel or change their rental date.
- 2. **Compliance/Damage Deposit:** A compliance/damage deposit equaling 25% of the total rental fee is required for all events and will be fully refundable, except for costs for damages to City property or non-compliance with general policies. Compliance/damage deposits are due 30 days before the rental date.
- 3. **Rental Fees:** All rental fees are due 30 days before the rental date. If a date is booked within 30 days of the rental date, the entire rental fee amount must be paid immediately. 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.

Rev. 3/15/2023 Aquatics Center: 949-429-8797 | Community Center: 949-361-8264 Pg. 4/5

- 4. Security Guard(s): If required, the security guard fee is due 30 days before the rental date.
- 5. **Liability Insurance:** If required, the liability insurance fee is due 30 days before the rental date.
- 6. **Overtime Fees:** Rentals cannot go beyond the facility's regular hours of operation, or for primetime renters (Friday, Saturday, and 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 the renter's refundable compliance/damage deposit.

Any additional time needed must be arranged and approved before the event date. 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 1½ times the hourly fee.

## REFUNDS, CANCELLATIONS, AND CHANGES TO APPROVED APPLICATIONS

- 1. All cancellations and changes must be submitted in writing before any request will be considered. Requests must be emailed to recreation@san-clemente.org.
- Cancellations at any time will automatically forfeit the renter's reservation deposit. Cancellations less than 30 days of the rental date will automatically forfeit the entire rental fee. If the renter has not paid the balance off within the 30-day period and cancels the event, the renter is still responsible for payment of the entire rental fee.
- 3. A change fee of \$25 will be added for a reduction in time or space requested after the rental permit has been approved.
- 4. If the City assesses that the activity is more complex than a simple rental, the applicant may be required to submit a Special Event Application which can require more time to review, as well as various permits, or fees assessed (janitorial, trash management, site monitors, business licenses, fire permits, etc.)
- 5. The City reserves the right to reschedule any previously approved rental if the facility cannot be used, or there is an unexpected conflicting activity.
- 6. The City reserves the right to terminate a rental activity, without refund, if it is considered necessary by the Beaches, Parks and Recreation Director, his/her designee, or a Sheriff's Deputy for the safety and welfare of the public and City.

# Click Here to Complete a Facility Rental Application

Rev. 3/15/2023 Aquatics Center: 949-429-8797 | Community Center: 949-361-8264 Pg. 5/5