



USE POLICIES AND REGULATIONS FOR THE SAN MARCOS COMMUNITY CENTER

**CITY OF SAN MARCOS
COMMUNITY SERVICES DEPARTMENT
3 CIVIC CENTER DRIVE
760-744-9000**

City of San Marcos Community Services Department
3 Civic Center Drive
760-744-9000

Dear Future Event Holder

Thank you for your interest in the San Marcos Community Center. Enclosed is information to help you plan and prepare for your event. Also included are general rules, regulations, and policies for all groups utilizing this facility.

It is important that you read each section carefully and understand the information. If something is not clear feel free to have a Community Services staff person provide further explanation. You will be asked to sign a form indicating that you understand the information and will adhere to the rules.

San Marcos groups may reserve the facilities nine (9) months in advance of their event and no less than thirty (30) days in advance. Non-San Marcos groups may reserve the facilities six (6) months in advance. Generally, the first step is to inquire about your preferred date's availability. No date is reserved until the Facility Use Application and accompanying deposit are received and accepted.

After a contract is drawn and the deposit is paid, the remaining fees are due thirty (60) days prior to the event date. If fees are not paid by this date your reservation will be cancelled and the deposit is forfeited.

If you have any questions, please call 760-744-9000.

Thank you.

**SAN MARCOS
COMMUNITY CENTER
USE POLICIES/REGULATIONS**

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Classification Schedule

| Classification | | Example |
|----------------|--|--|
| I. | Department Program: Organized and conducted by the City | Instruction classes, workshops, clinics, special events. |
| II. | Recognized San Marcos Community youth (17 and under) and senior citizen organizations whose purpose & programs are beneficial to the general population. | Health and Social Service agencies; school groups, Boys & Girls Club, Scouts |
| III. | Non-profit community groups, service organizations and church groups whose programs are compatible with the intended use of the facility. | Kiwanis Club, Soroptimists, College, Chamber of Commerce |
| IV. | Private citizens, business organizations, San Marcos political groups and special fraternal groups. MAJORITY MUST BE RESIDENTS OF SAN MARCOS (70%). | Class reunions, company events, play nights, etc. |
| V. | Private citizens, business organizations and special fraternal & political groups who are NON-RESIDENTS. | Class reunions, company events, play nights, etc. |

SAN MARCOS COMMUNITY CENTER BASIC USE FEES

(DEPOSITS AND OPTIONAL COSTS ARE LISTED SEPARATELY)

| | CLASS I | CLASS II | | CLASS III | | CLASS IV | CLASS V |
|----------------------|--------------|------------|-------|-----------|--------------|----------|--------------|
| COMMUNITY HALL* | Co-Sponsored | Charitable | Other | Resident | Non-Resident | Resident | Non-Resident |
| Hourly Rate | Negotiable | 50 | 64 | 62 | 76 | 106 | 164 |
| Prep. Time | Negotiable | 25 | 32 | 31 | 38 | 53 | 82 |
| KITCHEN | | | | | | | |
| Flat Rate w/Room Use | Negotiable | 25 | 50 | 50 | 50 | 75 | 75 |
| DINING ROOM | | | | | | | |
| Hourly Rate | Negotiable | 26 | 32 | 30 | 41 | 40 | 55 |
| Prep. Time | Negotiable | 13 | 16 | 15 | 20 | 20 | 27 |
| CRAFTS ROOM | | | | | | | |
| Hourly Rate | Negotiable | 16 | 22 | 21 | 28 | 27 | 41 |
| Prep. Time | Negotiable | 7 | 10 | 10 | 13 | 13 | 20 |
| MEETING ROOM | | | | | | | |
| Hourly Rate | Negotiable | 28 | 41 | 40 | 47 | 58 | 88 |
| Prep. Time | Negotiable | 14 | 20 | 20 | 23 | 29 | 44 |
| DANCE ROOM | | | | | | | |
| Prep. Time | Negotiable | 14 | 18 | 18 | 26 | 28 | 37 |
| Prep. Time | Negotiable | 8 | 9 | 9 | 13 | 15 | 18 |
| FITNESS ROOM | | | | | | | |
| Hourly Rate | Negotiable | 14 | 18 | 18 | 26 | 28 | 37 |
| Prep. Time | Negotiable | 8 | 9 | 9 | 13 | 15 | 18 |

● Notes:

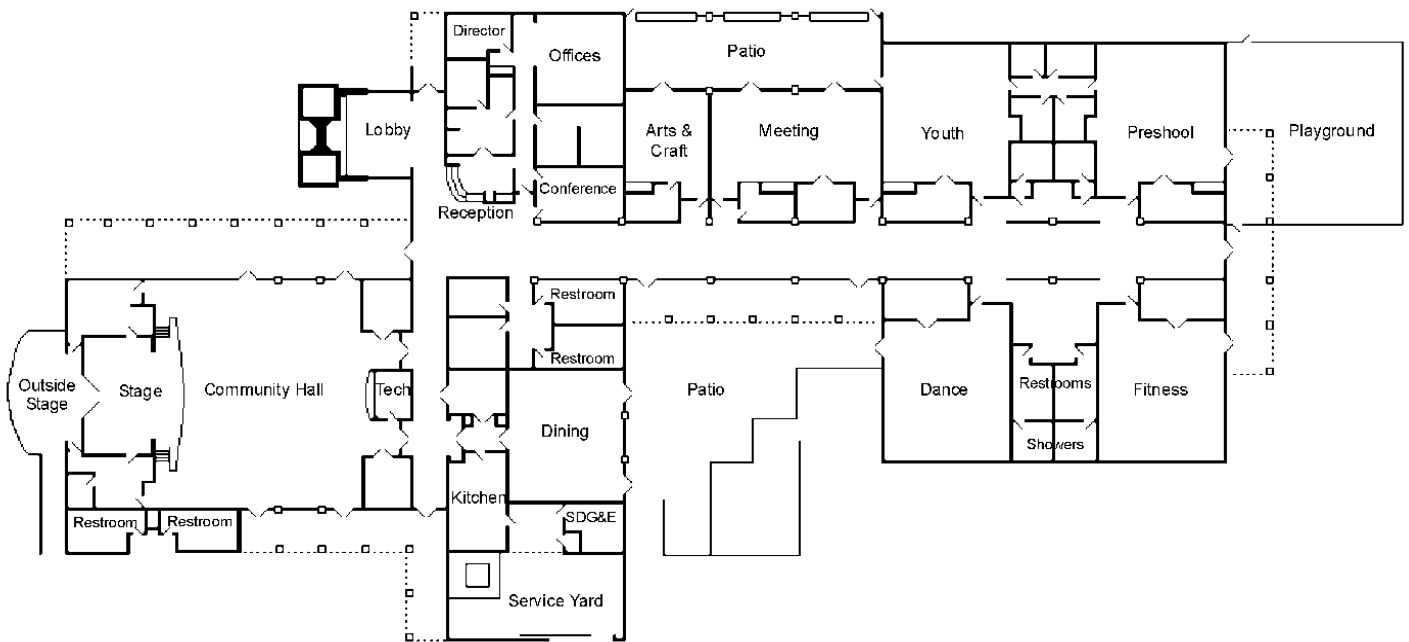
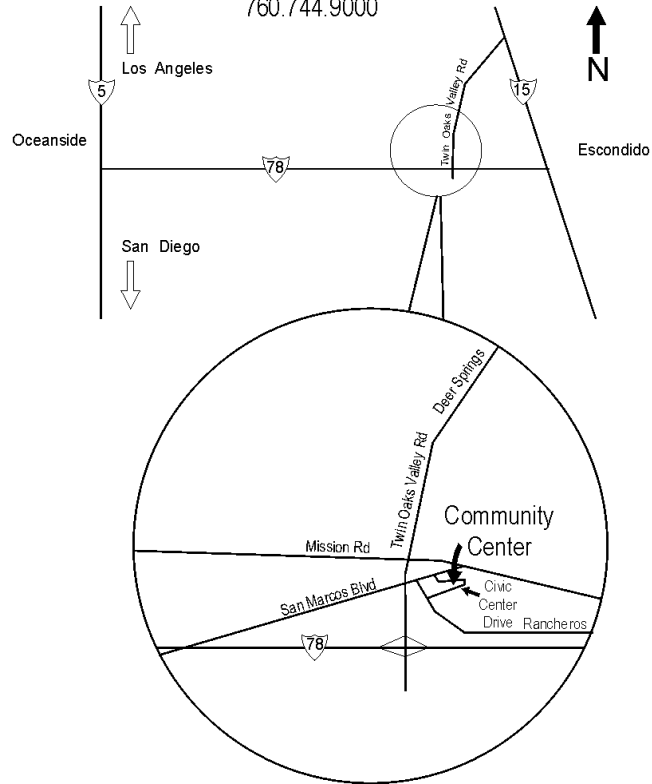
- Community Hall fee charges are based on 4 hour minimum. Add \$12 per hour, for heating/air conditioning.
- Where available, the room use includes shared use of adjacent enclosed patio.
- Room Set-up and clean-up are the responsibility of the reserving group.
- Groups meeting after standard facility hours will incur a \$12 an hour attendant charge.
- A City Clerk issued permit (possible separate fee) is required for public dances.
- Security guards are required at many events and all events where alcohol is present. A separate alcohol application may be Required through Alcohol Beverage Control.
- Add 25% to any room fee if the event is a fundraiser.

| Optional Equipment | | |
|---|------------------|----------------|
| Item | Classes II & III | Classes IV & V |
| FULL HEIGHT AMPLIFIED PODIUM (with 1 microphone) | No charge | No charge |
| MONITOR WITH VCR/CART | No charge | No charge |
| MAIN HALL SOUND SYSTEM/PREP. SINGLE MICROPHONE | No charge | No charge |
| STAGE LIGHTING/PREP. SINGLE SCENE (No programming of light board) | NEGOTIABLE | NEGOTIABLE |
| MULTIPLE SCENES (Staff setup and operated) | NEGOTIABLE | NEGOTIABLE |

1. A COMMUNITY SERVICE DEPARTMENT STAFF PERSON WILL ASSIST IN SET UP AND EXPLAIN AND/OR OPERATE THE EQUIPMENT AS NEGOTIATED.
2. ONCE SET UP, NO CHANGE WILL BE MADE TO STAGE LIGHTING.
3. THE PATRON IS RESPONSIBLE FOR USE AND SAFETY OF CONTRACTED EQUIPMENT.
ANY DAMAGE INCURRED WILL BE BILLED TO THE GROUP.

City of San Marcos Community Center

3 Civic Center Drive
San Marcos, Ca 92069
760.744.9000



CALENDAR DEPOSIT

To reserve a room, a **non-refundable** calendar deposit must accompany the Facility Use Application. The fees are \$100 (non-profit) and \$200 (private) for a main room; \$50 (non-profit) and \$150 (private) for any other room. This deposit is applied toward your facility use fees, thereby reducing the balance due at the time of final payment.

CANCELLATION POLICIES

For cancellation of any facility reservation prior to ninety (90) days in advance of the date, 50% of the fees paid is refundable (does not apply to the Calendar Deposit). Groups will forfeit their calendar deposit if the event is cancelled (including a requested change of date).

In the event of cancellation by the City, notice will be given as far in advance as possible. A full refund of all monies collected by the City will be made.

CLEAN-UP AND DAMAGE DEPOSITS AND REFUNDS

1. The clean-up and damage deposit is paid to ensure proper clean-up will be completed and to cover any replacement, repairs, damages or loss to facility or equipment. The applicant shall be required to pay the full cost of materials, labor, replacement, repairs or damages (over and above the deposited funds) regardless of the amount. If damage occurs and it is less than the deposited amount the difference shall be refunded within 60 days. Staff determines the appropriate level of deposit required. This deposit is normally in range of \$2 per participant but may be more based upon the nature of the activity.
2. All deposits shall be refunded if proper clean-up is completed and no breakage or damage has occurred. Proper clean-up shall be determined by the Community Services staff.
3. If the reserved room's tables and chairs are not properly returned to their original configuration or properly stored in the closet an additional \$25 minimum and \$100 maximum will be charged to the reserving party.

FACILITY ATTENDANT

A Community Services staff person must be present at all times when the building is in use. An event which occurs after the Center's scheduled hours will require a \$12 per hour fee for the assignment of a Community Center Attendant. This attendant is available to answer procedural questions, explain equipment use, and monitor the event and general facility. This fee is payable to the City concurrent with the Facility Use Charges.

REGULATION CONCERNING THE USE OF ALCOHOL

The use of alcohol in the Community Services Facilities is by **advance written permission**, and must comply with all State laws; City policies; and A.B.C. regulations. Failure to comply will result in immediate revocation of permission to use alcohol; possible termination of the event; and forfeiture of deposits and/or room fees.

1. Alcohol refers to any beverage that contains **any** amount of alcohol.
2. Alcohol may **not** be served to minors under the age of 21. The patron's failure to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting the refundable deposits and all of the room fees which have been paid.
3. Serving refreshments containing alcohol is prohibited **unless** dispensed by a licensed caterer or an approved bartender. A.B.C. regulations are to be strictly enforced by the bartender. Alcohol beverages are not to be consumed outside the facility, enclosed patio areas excluded.
4. Alcohol may neither be served nor sold prior to or following the scheduled event time, nor until the security guards arrive at the center.
5. Service of alcohol is limited to a maximum of 6 hours. All service of alcohol must end 60 minutes prior to the contracted ending time.
6. Wine, punch, beer and champagne may be served out of cups or cans. Serving from glass bottles will not be allowed in the building.
7. When serving wine or champagne, all bottles must be uncorked in the kitchen prior to serving. Unopened bottles must be stored in the kitchen. Do **not** open in banquet room.
8. Alcohol is prohibited at any event where it is reasonable to presume that the majority of participants will be under twenty one years of age. Alcohol is prohibited at any event held for a person under 21 years of age including baptisms, birthdays, Sweet Sixteen's, Quincenaras, and graduations.
9. Food and/or substantial snacks must be served during the entire time alcohol is available.

ALCOHOLIC BEVERAGE CONTROL INFORMATION SHEET
REQUIREMENTS FOR OBTAINING A LICENSE TO SERVE ALCOHOL

1. If a group is charging for drinks or is charging an admission fee for a dinner which includes alcoholic drinks, then these are considered **sales**. In these cases, an A.B.C. license is required.
2. If a group uses a caterer or beverage service for alcohol, then it is the immediate responsibility of such services to obtain an A.B.C. Liquor License. This is considered a sale because there is payment for this service by the event holder.
3. Solicitation of donations, selling of tickets or tokens of any kind with alcoholic beverages present requires a license.
4. Use by a private party with alcohol and no payment of service, donation, fees or charges for alcohol does not require a license by the eventholder nor the City itself. A private party is not open to the general public. The city does still require the retention by the patron of an approved bartender to dispense the alcoholic beverages.
5. Licenses are applicable only for area(s), date(s), time(s) and person(s) indicated on permit.
6. If a group is required to obtain an Alcohol License, the Community Services Dept. will issue a letter of Facility Use Confirmation. The eventholder will need to pick up this letter and then present this letter to the Alcoholic Beverage Control Board upon application for permit.
7. A copy of the license must be furnished to the Community Services Dept. at least one (1) weeks prior to the event. The **original** permit must be posted by your group in plain public view near the bar where the alcohol is being served.

THIS IS GENERAL INFORMATION ONLY. IT IS THE GROUP'S RESPONSIBILITY TO DETERMINE CURRENT A.B.C. REGULATIONS THAT MAY APPLY TOWARD YOUR SPECIFIC EVENT. YOU MAY CALL ALCOHOL BEVERAGE CONTROL AT 760.471.4237.



REQUIREMENTS FOR USE OF OPEN FLAMES

1. Candle Holders - - Basic Requirements:
2. The diameter of the base must be at least one-half the height of the candle or candle holder.
3. The base must support the light or lamp on the entire perimeter. The use of legs is not permitted.
4. The globe must be securely attached to the base, and be made of a fire-resistant material.
5. All materials, except the candle itself, shall be noncombustible.
6. No candelabras or hand held candles are permitted

STAFF RESERVES THE RIGHT TO EXTINGUISH OR DENY ANY OPEN FLAMES WHICH THEY FEEL ARE UNSAFE, IMPROPERLY LOCATED, OR WHICH MAY CAUSE HARM OR DAMAGE TO OCCUPANTS OR FACILITY. DENIAL MAY OCCUR PRIOR TO OR DURING THE EVENT.

DECORATING GUIDELINES

1. All decorating is to be done by patron or hired service.
2. Decorations may consist of balloon bouquets, floral arrangements, free standing arches, or table top displays.
3. No decorations shall be permitted to be hung, taped, tacked or nailed to any walls, windows, ceiling or fixtures. No free-floating balloons are permitted because of lights and air vents.
4. Staff reserves the right to request the removal of any decoration which may be considered a fire or safety hazard or which may be damaging to equipment or facility.
5. Birdseed, confetti, glitter, hay or rice will not be permitted inside or outside any facility.
6. Clean-up of decorations must be done by patron immediately following the event during the 1 hour allotted time. Any time which exceeds the regularly scheduled contract time will be charged to the patron including staff overtime charges and hourly usage fee.

KITCHEN USE

To use any of the kitchen equipment:

1. The group's representative must receive prior walk-through instruction on the day of the event. This person is responsible for the proper use, care and clean-up of the kitchen. For your information, a clean-up checklist is posted in the kitchen.
2. Permit holder will want to bring cleaning supplies such as cloths and general purpose cleaning spray. Mops and brooms are available. Any cleaning charges will be deducted from your deposit.
3. Coffee urns will need pre-heating. The group's representative is responsible for initiating this process. All beverage supplies are the group's responsibility.
4. Pay the flat fee charge. The charge is 1/2 price for use of coffee urns and refrigerator only.

FACILITY MAINTENANCE

1. Vacuum cleaner, dry mops, wet mop, bucket and brooms are provided to assist you in restoring the facility and helping assure you a full refund of your cleaning deposit. PLEASE DO NOT USE DRY MOPS ON WET SPOTS.
2. Please remember to wipe off all tables and chairs before returning them to storage. (You will need to bring your own cloths and multi-purpose spray cleaner.
3. The City employee who opens and closes the facility is not the person who cleans and inventories the facility...therefore he does not make any determination of the facility's cleanliness at your event's conclusion. A good rule of thumb is "to leave the facility as you found it". Up to one hour is provided to you at no charge for clean-up following the official close of your event.

SMCC SMOKING ORDINANCE

It is unlawful for any person to smoke and/or to use, carry or hold a lighted pipe, cigar, cigarette, or any other lighted smoking product or equipment used to burn any tobacco products, weed, plant, or any other combustible substance within 100 feet of any boundary of any municipal park, trail or facility, except in locations that are specifically designated as smoking areas by the Director. Designated smoking areas shall be identified with signage identifying the boundaries and perimeters of such smoking areas.

SMCC ordinance 9.04.040 (e)

GUIDELINES FOR REQUIRING SECURITY

1. Serving of Alcoholic Beverages: The presence of alcoholic beverages requires security.
2. The Size of Group: The size of the group may determine the need for security; however, any size group may be requested to provide security as determined by authorized City staff.
3. Number of Officers: The number of officers may vary depending on type of event, and what is deemed adequate to provide safety of City property, staff, and the permit holder's welfare.
4. Obtaining Security: Community Services will obtain the required number of bonded uniformed security personnel. All fees for this service will be paid for by the permit holder. Groups are not permitted to hire their own outside security company.
5. Requests for Security: Events requiring security may include, but are not limited to, events which include the following:

Youth events; wedding receptions; bands (live music); special equipment use; events held indoors and outdoors; displays; large groups; night events; valuable property.

Officers are to ensure the safety of City property, staff, and the permit holders' welfare. The officer is to keep a low profile, entering the event occasionally or when necessary, generally patrolling other areas of the building, building perimeter, park, and parking areas.
6. Responsibilities of Security Personnel: Officers will be in uniform. Officers will check in with permit holder and Community Services staff.

All security is to report just prior to the start time of the event and remain on site for the contracted time.

INSURANCE REQUIREMENTS FOR PUBLIC FACILITIES USERS

General Statement

The City reserves the right to require an applicant to provide liability insurance in coverage amounts consistent with City Policy, if, in the judgement of the Director of Community Services, the use proposed by such applicant presents a risk of exposure to liability for the City. In such event, the applicant should be required, as a condition of the approval a certificate of insurance naming the City as an additional insured.

For a description of the type and limits of coverage to be required please read the following:

A public facilities user ("User") shall be granted the privilege to use public facilities for a designated and approved purpose subject to the payment of a User fee and the full satisfaction of the following insurance requirements.

User shall procure and maintain for the duration of the public facilities user ("Use") insurance against claims for injuries to persons or damages to property which may arise from or in connection with such Use. The cost of such insurance shall be borne by the User.

Minimum Scope of Insurance

Coverage shall be at least broad as Insurance Services Office Commercial General Liability coverage ("occurrence" from CG0001).

Minimum Limits of Insurance

User shall maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the User shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The policy or policies are to contain or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and volunteers are to be covered as insureds as respects: products and completed operations of the User. The coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officers, officials, employees or volunteers.
2. The User's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the User's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Entity, its officers, officials, employees or volunteers.
4. Coverage shall state that the User's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Users shall furnish the Entity with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity. All endorsements are to be received and approved by the Entity at least two (2) weeks before use commences. As an alternative to the Entity's forms, the User's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.