

CITY OF YUCAIPA

COMMUNITY CENTER RENTAL POLICIES



CITY OF YUCAIPA
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APPENDIX “A” –FACILITY DEPOSITS AND FEE SCHEDULE

The City of Yucaipa Community Center is a City-owned and managed facility. Facility reservations are available to the public for activities and programs that meet the needs and interests of the community. The City of Yucaipa has established, where appropriate, rental fees and services based upon costs of maintenance, utilities, supervision and/or other direct costs. The rules and regulations herein have been developed to ensure that facilities are used in a responsible manner and that the public investment in these facilities is adequately safeguarded.

I. REQUESTING AND RESERVING USE OF FACILITIES

- A. Reservations for use of the facilities shall be made in writing on the Facility Use Agreement provided by the City of Yucaipa for that purpose. **The event time for facilities may not go past 11:00 p.m., with clean up time not exceeding 12:00 p.m.** (Time limit exceptions will be made on a case-by-case basis).
- B. Telephone inquiries are not binding and do not constitute a reservation.
- C. A reservation will be considered firm only when a Facility Use Agreement has been signed and approved by the Director of Community Services or his/her designee, all fees have been paid in full and all permits and other required documents have been submitted no later than **fifteen-(15) days prior** to the event. (Reference Section VII.A)
- D. Cancellation of a rental or changing a confirmed date will result in loss of the deposit. If the facility can be re-booked with a comparable rental (one equal or greater in size), then 75% of the applicant's deposit will be returned. Cancellation fourteen-(14) days or less prior to an event will result in the loss of any rental fees paid in addition to the deposit. (Reference Section VII.C)
- E. All applications for use are subject to the approval of the Director of Community Services or his/her designee, who shall have the right to deny service to any applicant based on provisions established in this set of rules and regulations.

II. FACILITY RESERVATION GUIDELINES

- A. **Staff will not permit individuals into the reserved facility until the Permit Holder or designee is present. Individuals will not be permitted into facility before the specified event start time. Staff will allow items to be dropped off and stored in the kitchen if available.**
- B. Facility Reservation personnel shall have the right to assign or reassign meeting rooms, as it deems appropriate based on the nature of the event, estimated number of participants, continued cancellations by a group, etc.
- C. Reservations will be revoked, at any time, when a violation of the approved rules and regulations has occurred and will result in cancellation of the event and/or loss of deposit.
- D. City equipment shall not be removed from the facility.
- E. Use of tobacco products are prohibited inside the Community Center.
- F. Propane is **NOT** allowed inside the facility. Any use of barbecues or propane in an outside area of the City of Yucaipa Community Center requires prior approval by the City of Yucaipa and must be done in an approved location.

- G. Decorations require **prior approval** by Facility Reservation personnel. No signs or decorations will be nailed or permanently affixed to the City of Yucaipa Community Center walls, ceilings, windows or drapes. Decorations must be fireproof. No glitter, rice, birdseed or other similar items will be allowed to be thrown in or around the facility.
- H. No open flame candles are allowed inside the Community Center. **No smoke or bubble machines are allowed.** If smoke alarms are activated due to the use of such items, which result in the call out of the City of Yucaipa Fire Department, applicant will be responsible for all charges incurred by the Fire Department and the City of Yucaipa.
- I. DJ's or bands are permitted at the event; however, **all music must conclude at least sixty-(60) minutes prior to the end of the event.**
- J. The rental ending time means the facility must be empty of all guests and event staff. The clean up time means all decorations, food, etc. must be removed and the facility cleaned according to the checklist provided to the renter. The Event Assistant will conduct a walk through with the renter both prior to and after the event noting the items on the checklist. Facility staff will provide trash bags and cleaning supplies for your use when cleaning the facility. Facility staff will take down the tables and chairs. **If event/cleanup time exceeds the event end time, the group/individual will be charged twice the hourly rate. The amount will be deducted from the deposit.**
- K. Beverages that contain red, orange, or purple dye, etc. (example: fruit punches) may not be served at the centers. This includes any liqueurs that include the before mentioned dyes. Only those beverages with fresh fruit juice or sodas as their base can be used. (Beverages with dyes in them permanently stain the carpeting).
 - 1. The service or display of any cakes that are decorated with red icing is prohibited.
- L. Under **NO** circumstances are tips or gratuities of any kind allowed to be offered to facility staff/City staff. Facility/City staff is **NOT** allowed to accept any form of tips or gratuities in lieu of allowing an event to run longer than scheduled.
- M. City staff is responsible for, and has authority over, the facility, equipment, and activities. Staff shall have the authority to request changes in activities or cessation of activities for public safety and well-being. Applicants must comply with instructions, requests, all policies, and rules and regulations. Failure to comply with a staff request will result in the cancellation of the event, and loss of all fees and deposits paid.
 - 1. City staff will not sign for any items that have been rented. All rented items (dance floors, lights, etc.) will need to be delivered during the set up time and picked up during the clean up time. If items are delivered before or picked up after the rental times, the applicant will be charged the regular hourly rate.
- N. All established fees have been reviewed and approved by City Council. Any exceptions or special requests not covered by this policy must be submitted in writing and shall be reviewed by the City. City Council approval is required for waiving of deposits and fees for non-City uses.
- O. Failure to comply with any of these rules and regulations will result in the cancellation of the event, and loss of all fees and deposits paid.
- P. Any willful, malicious damage to the Center or City property shall be prosecuted to the full extent of the law and may result in civil action to recover the cost.

III. CATEGORIES OF USE

The following group categories are for determining fees and charges. As per City Ordinance No. 127, activities sponsored or co-sponsored by the City of Yucaipa shall be given preference in the use of City parks and recreation facilities. In the case of youth athletics, local leagues will be notified by the Community Services Department (prior to the season) of a special meeting that will determine dates for all leagues.

Group I	<p>City of Yucaipa sponsored and co-sponsored events and agencies with a joint use agreement with the City.</p> <p>Note: Non-City Group I applications may be required to pay deposits, rental fees and may be charged for additional costs incurred if the particular event imposes additional expenses to the City.</p>
Group II	<p>Resident not-for-profit recreational youth sports organizations with at least 51% or more Yucaipa residents and resident youth club sports with at least 51% or more Yucaipa residents.</p> <p>Note: Gymnasium Only: Recreational youth sports organizations will have priority use of athletic facilities over youth club sports. In the case of indoor facilities, Group II users will be charged for additional City staff required to supervise the facility. <i>Youth club sports organizations will be assessed the Group III rate for facilities used for tournament/fund-raising purposes.</i> Proof of 501(C) 3 Non-Profit status required. Proof of organization residency status required.</p>
Group III	<p>Resident not-for-profit civic, social, with at least 51% or more Yucaipa residents, and governmental agencies serving Yucaipa residents. Proof of 501(C) 3 Non-Profit status required. Proof of residency status required.</p>
Group IV	<p>Resident private party activity, religious organizations, political candidate or party use and not-for-profit organizations conducting fundraisers, work parties and social events. Proof of 501(C) 3 Non-Profit status required. Proof of residency status required.</p>
Group V	<p>Resident commercial, business, and profit-making organizations (proof of residency status required), non-resident not-for-profit; civic, social and religious organizations; non-resident schools, their organizations and committees; non-resident club and private party activity. Proof of 501(C) 3 Non-Profit status required.</p>
Group VI	<p>Non-resident commercial business and profit-making organizations/company; non-resident political candidate or party use.</p>

IV. PROOF OF RESIDENCY

A resident is defined as:

- A. A person who resides within the Yucaipa City limits.
- B. A non-profit organization of which 51% or more of its current and active membership resides within the Yucaipa City limits. Those groups are required to provide a roster of membership, including complete addresses with zip codes. If unable to provide a roster, the organization's representative must sign an affidavit declaring that residency is 51% or more.
- C. A business whose office is located within the Yucaipa City limits.

V. PROOF OF NON-PROFIT STATUS

In order to qualify for non-profit status, an organization must submit the following:

- A. A copy of State of California not-for-profit incorporation papers or tax exempt IRS letter showing proof of current 501 (C) 3 status.
- B. A roster of officers, including names, titles, addresses, and phone numbers.

VI. REASONS FOR DENYING A REQUEST OR CANCELING AN EVENT

The City of Yucaipa may deny an applicant the privilege of using the facilities, even if they are available, and/or cancel an event for any of the following reasons:

- A. Violation of the rules and regulations.
- B. Failure to cooperate with City staff.
- C. Previous incidents wherein use of the facility resulted in damage, or misuse of facilities or equipment.
- D. Use of room would interfere with other activities at the Community Center (loud music, etc.).
- E. Misrepresentation of an event.
- F. Failure to provide all the necessary documentation as requested per the Facility Use Agreement or staff **fifteen-(15) days prior** to the event date.
- G. If full payment is not received **fifteen-(15) days prior** to the event date.
- H. Any action which may result in harm and/or damage to attendees, participants, City personnel, security personnel, or where the public is in danger or harm.
- I. Applicant, participants, and visitors causing damage to City or non-City property.
- J. Improperly supervising or monitoring children, attendees, and visitors.
- K. Selling/dispensing any food or liquor item(s) without proper permits and licenses.
- L. Any acts by the renter that the City of Yucaipa deems as a public safety issue or health risk.

VII. PAYMENT OF FEES AND DEPOSITS

- A. Reservations are not final until the Facility Use Agreement has been signed and approved by the Director of Community Services or his/her designee, all fees have been paid in full and all permits and other required documents have been submitted. User groups will be notified if the Facility Use Agreement has not been approved.

- B. Full payment is due **fifteen-(15) days prior** to the date of the event
- C. Cancellation of a rental or changing a confirmed date will result in loss of the deposit. If the facility can be re-booked with, a comparable rental (one equal or greater in size) then 75% of the applicant's deposit will be returned. Cancellation fourteen-(14) days or less prior to an event will result in the loss of any rental fees paid in addition to the deposit.
- D. A facility security and damage deposit is required for all parties and large events. Full payment of the deposit is due at the time the Facility Use Agreement is signed.

Deposits are refundable after the facility and/or equipment is found to be in satisfactory condition as determined by City staff. If the facility is found in satisfactory condition, refund of the deposit (via City Check) will be mailed to the address on the Facility Use Agreement approximately four (4) weeks after the event date. Refunds on deposits will be processed on the first regular business day following the event date. **NOTE:** Deposit checks will be cashed.

Failure to meet and comply with the terms and conditions of the user agreement will result in the loss of the full deposit, all monies paid, and cancellation of the event.

VIII. INSURANCE REQUIREMENTS

The applicant shall provide and maintain general liability insurance and the coverage shall be in the amount of \$1 million for bodily injury, personal injury and property damage. If alcoholic beverages are served, then liquor liability in the amount of \$1 million, for bodily injury and property damage, will be required. General liability and liquor liability shall be endorsed naming the City of Yucaipa, its officers, agents, employees and volunteers as additional insured. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled or changed except after thirty-(30) days written notice has been given to the City. Use of the facility will be denied if satisfactory proof of the required insurance is not timely received prior to the event. The insurance company must have an AM Best Rating of 7 or better.

It is the responsibility of the user to keep the insurance current. In addition to the required insurance, applicant shall further agree to indemnify, defend and hold harmless the City of Yucaipa, its officers, agents and employees from any and all liabilities, claims, losses and expense, including attorney's fees and court costs and interest, in any manner caused by, of whatsoever kind of nature, arising out of, or in connection with, use or occupancy of City property. The user agrees to furnish such liability or other insurance for the protection of the public and the City as City Risk Manager may require.

The City of Yucaipa requires that original certificates and separate endorsements be presented before the approval of the Facility Use Agreement.

IX. EQUIPMENT AND SERVICES

Tables and chairs are provided, and will be set up and taken down by Community Center staff. Set up diagrams must be submitted at least one (1) week prior to the event. Unless otherwise agreed, tables and chairs are not to be taken outside by the renting party

A Community Center Event Assistant will be on duty during the entire event. The Event Assistant will open the facility and provide information and direction. The assistant(s) are there to help you hold a successful event. The Event Assistant is authorized to enforce all facility use rules and regulations.

X. LICENSES

Applicants may be required to secure a City of Yucaipa business license.

XI. PUBLICITY FOR RENTAL EVENTS

No publicity of any meeting or event held at the City of Yucaipa Community Center may be released until a Facility Use Agreement is signed and the required deposit is received by Facility Reservation personnel.

All persons, organizations, and companies who rent any City facility, or make a presentation at a City facility offering advice, assistance, description, or offer for sale any form of financial investment, will provide the City with the following items:

1. The person(s), organization, group, or company must provide proof of attorney and/or investment counselor license (i.e., State Bar, Insurance, or Securities License).
2. Proof that a disclaimer be placed on all flyers, post-boards, promotional, and advertising which states: "Not recommended by, endorsed, or affiliated with the City of Yucaipa" in 14, point type/font or larger.

NOTE: For-profit business(s), organizations, and companies will ***NOT*** be allowed to conduct financial and/or legal paperwork at the City of Yucaipa Community Center. Legal paperwork and financial matters for participants must be scheduled at the for-profit business' normal business location.

XII. FACILITY USE AGREEMENT PROCEDURE

Facility Use Agreement applications can be obtained at the City of Yucaipa Community Center. If the date of the event is available, a Facility Use Agreement will be executed upon receipt of the facility deposit. No Facility Use Agreement will be considered final until the application has been signed and approved by the Director of Community Services or his/her designee, all fees have been paid in full and all permits and other required documents have been submitted. Applicants will be responsible to supply information including, but not limited to:

1. Type of event
2. Number of persons expected to attend the event
3. If alcohol will be served or sold
4. Room setup sheet
5. Security Guard contract if required by the City of Yucaipa.

All fees, the room setup sheet, permits, and the Security Guard contract are due no later than ***fifteen-(15) days prior*** to the event date. Rental fees include a City staff person to open and close the building and to provide facility assistance.

XIII. CLEANING THE FACILITY

General cleanup is the applicant's responsibility. The applicant shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. Applicant shall make sure the facility is clean before leaving the event.

Trash must be put in the proper receptacles and the room must be returned to an "as found" condition. The facility, parking lot, grounds and equipment shall be left in the same condition as they were prior to the event.

A City employee will be present during your event and will supply products for cleaning. The facility staff is there to help you with your event and will advise what needs to be done in order for

your deposit to be refunded. **Facility staff will take down tables, chairs, and lock up the facility.**

After your event at the City of Yucaipa Community Center has been completed, City staff will conduct a walk-through inspection with the applicant. This inspection will determine the amount for processing either your full deposit refund or retaining a determined amount to cover any damages or vandalism to City property as well as to cover any additional cleaning needed to be done by staff.

XIV. SECURITY GUARD REQUIREMENTS

Security may be required for certain types of events held at the Community Center. Each renting party will be notified if their event requires security and the number of uniformed officers needed.

If security is required, the applicant is required to pay all fees directly to the security guard company.

XV. LIQUOR REQUIREMENTS

Complimentary Liquor: Serving liquor with the meal, toast or hosted bar. Bringing any alcohol beverage into a function not approved in the original Use Agreement will result in the event being immediately canceled and all fees will be forfeited. All alcohol beverages will be brought in by the applicant. Alcohol will be served over a bar by a person at least 21 years of age designated by the applicant. All alcohol must be served in individual, non-breakable containers, and not set out to be self-served. All champagne bottles must be opened in the kitchen and remain there. Bottles of any kind may not be placed on the tables or be used as centerpieces. Alcohol must remain in the designated facility (Banquet Room, Meeting Room & Courtyard). Alcohol is not allowed in the Community Center Lobby or outside of the facility. **Types of alcohol are restricted to beer, wine, and champagne only, unless permitted by the Director of Community Services or his designee.**

Selling Liquor: Any applicant who will be selling liquor (i.e., cash bar, tickets, and drinks for a fee) is required to provide a license from the State Alcoholic Beverage Control Department.

Liquor sales must, by law, be conducted by an entity licensed to do so by the Alcoholic Beverage Control Department. If the applicant and/or seller are not licensed, the applicant must contract with a licensed person to conduct any liquor sales. Any questions as to the need for, and requirements of obtaining the appropriate Alcoholic Beverage Control license(s) should be directed to:

Alcoholic Beverage Control Department
3737 Main Street, Suite 900
Riverside, CA 92051
909/782-4400
<http://www.abc.ca.gov/>

The applicant must provide a copy of the permit from the Alcoholic Beverage Control office to Facility Reservation personnel **fifteen-(15) days prior** to the event if liquor is to be **sold**.

The Alcoholic Beverage Control license must be posted in plain public view near the bar, or any other location where liquor is being served during the event.

Liquor may **NOT** be served to minors. The applicant's failure to comply, monitor, and enforce this law is grounds for terminating the event and forfeiting all deposits and fees. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed by a minor on City

premises shall be the sole responsibility of the applicant, user, group, organization, its sponsors, or the adult representative.

Alcohol may be served and consumed only in the room specified for such use in the rental agreement.

Facility staff and, if required, Security Guards will be monitoring the event and have the authority to suspend the serving or selling of liquor and/or close the event. If it is necessary to contact the Police Department for any disturbances caused by the rental applicant, clients, or guests, the applicant will be held liable for all police and additional charges incurred by the City.

Restrictions

Groups must adhere to the following alcohol restrictions:

1. Youth Sports Groups: No alcohol is permitted, unless a special request is granted by the Director of Community Services or his designee.
2. Alcohol is not permitted at private parties where the guest(s) of honor is(are) under the age of 21.

XVI. ADDITIONAL REQUIREMENTS

- A. Any decorations used must be completely removed and disposed of at the conclusion of the event. No alteration of existing facilities is permitted.
- B. No open flame candles are permitted.
- C. Smoking is prohibited in all areas within the facility and outside entryways.
- D. The facility, parking lot, grounds, and equipment shall be left in the same condition as they were prior to the event. Any loss or damage shall be deducted from the deposit. If the facility is not left clean, the City shall have it cleaned, all charges will be deducted from the deposit, and the remainder (if any) will be mailed to the address on the Facility Use Agreement. If there was no damage or loss to the facility, and the facility was cleaned according to the rules and regulations, expect the deposit refund check approximately four (4) weeks after the event date.
- E. The deposit will be processed on the next business day following the event if no damage or loss of equipment occurs. If damage or loss does occur, the deposit will be held until estimates can be obtained.

All replacement and/or repair fees will be deducted from the deposit and the remainder (if any) will be mailed to the address on the Facility Use Agreement.

- F. All organizations utilizing space in the City of Yucaipa Community Center must comply with all local, state, and federal laws. This includes necessary licenses, insurance, sales tax permits, workers compensation, alcoholic beverage control, and other laws pertaining to the particular organization.
- G. No organization may use the City of Yucaipa Community Center address as a mailing address.
- H. Telephones in the City of Yucaipa Community Center are for City business use only.
- I. No organization may use the common areas, parking lots, or grounds of the center for solicitations, sales, or any other type of transaction. Common areas are defined as those areas not available on a rental basis, including, but not limited to, the lobby and office area unless otherwise approved by the Director of Community Services or his/her designee.

- J.** Storage of property of any organization using the center is prohibited.
- K.** Publicity for organizations using the center is permitted within the center on a limited basis. Flyers and brochures will be distributed subject to space available, and must be approved and posted by the Community Services Supervisor. Publicity is limited to activities occurring at the City of Yucaipa Community Center only. All publicity will have a two (2) week shelf life. After the two-week limit, the material will be disposed of.
- L.** Rental of center space does not convey any sanction of an organization's philosophy or practices by the City of Yucaipa. No organization may state, or infer, any official sanction by the City of Yucaipa unless so ordered by the City Council.
- M.** No organization, business, club, or group will infer, or intentionally convey to the public the City's support, endorsement, or recommendation of their product, advice and/or philosophy without official sanction by the City of Yucaipa City Council. The only exception to this will be City of Yucaipa sponsored events.
- N.** All publicity will have a disclaimer on all flyers, post-boards, promotions and advertising which states: "Not recommended by, endorsed or affiliated with the City of Yucaipa" in a 14-point type/font or larger.

Appendix A

Facility Deposits and Fee Schedule

Deposit	Hourly Fees					
	Group I	Group II	Group III	Group IV	Group V	Group VI

Community Center

^{1,4} Banquet Room (Includes Event Assistant) Occupancy - 170 Banquet, 280 Auditorium	\$250	---	\$50	\$50	\$70	\$80	\$110
^{2,4} Community Meeting Room Occupancy - 20	\$50	---	\$10	\$10	\$15	\$20	\$25
⁴ Kitchen	\$100	---	\$20	\$20	\$20	\$20	\$20

**Weekday fees are half price (M-Th)
Banquet Room, BR/MR/Kit only
Groups IV-VI
Additional \$200 deposit required with alcohol use**

Dance/Fitness Room	\$100	---	\$20	\$20	\$25	\$30	\$35
Kids' Club/Activity Club	\$100	---	\$15	\$15	\$20	\$25	\$30
³ Gymnasium (Includes Event Assistant)	\$300	---	\$175	\$175	\$200	\$225	\$250
Racquetball Court	\$50	---	\$20	\$20	\$25	\$30	\$35
⁵ Event Assistant (Per Assistant)	---	---	\$11.75	\$11.75	\$11.75	\$11.75	\$11.75
Room Set up/Take Down (Per Assistant)	---	---	\$11.75	\$11.75	\$11.75	\$11.75	\$11.75

Community Park/Bryant Glen Park Fields/7th St/I St Fields

Softball Field	\$50/Field	---	---	\$10	\$15	\$20	\$25
Field Lights	N/A	\$8	\$8	\$8	\$8	\$8	\$8

Picnic Shelters

Amphitheater (includes electricity)	\$200	---	\$25	\$25	\$35	\$45	\$55
Large (includes electricity) (#2)	\$100	---	\$15	\$15	\$20	\$25	\$30
Double (#3,4; #5,6)	\$75	---	\$10	\$10	\$15	\$20	\$25
Single	\$50	---	\$5	\$5	\$10	\$15	\$20

¹ Four (4) hour minimum

² If the Banquet Room and Kitchen are rented together the fee for the Community Meeting room is waived.

³ For Gym sports ONLY

⁴ A \$25 non-refundable, Cleaning Fee will be charged when the Banquet, Meeting Room and Kitchen are reserved.

⁵ A second event assistant will be required for events that are held after regular business hours.