FACILITY RENTAL RESERVATION POLICY AND PROCEDURES

Please carefully read through this entire document – renters are responsible for following the rules and policies outlined below.

APPLICATION PROCESS

- 1. You are welcome to visit and tour Falkirk during hours of operation, provided an event is not in progress. Please call or e-mail ahead before making a site visit.
- 2. In order to reserve a room, a person 21 years or older must submit both a complete Library and Recreation rental application and a reservation deposit. You may submit your application in person or by email. If you submit your application by email, a San Rafael Library and Recreation staff member will contact you to collect the appropriate deposit to secure your reservation.
- 3. Applications are accepted on a first-come, first-served basis. Applications will be accepted up to one year in advance.
- 4. If more than one person applies at the same time for the same room on the same date/time, priority will be given to residents of San Rafael. If two residents or two non-residents apply for the same rental date, a lottery will be drawn to determine priority.
- 5. Rental requests will be reviewed and processed in the order in which they were received. Renters will be notified by phone, mail, or e-mail as to the status of their application. The booking deposit will be refunded in full if the application is not approved.
- 6. Rental Contracts are not finalized until a department staff member has contacted you and provided you with an approved rental contract.

GENERAL INFORMATION

- 1. The applicant whose name and signature appears on the rental contract should be present for the full length of the event. If the applicant cannot be present, he/she must designate an individual who will be present and submit their name and phone number on the application. The designated person MUST check-in with facility attendant on the day of event and is responsible for following and helping to enforce the policies/regulations. Application permits are non-transferable, and applicants must be 21 years of age.
- 2. Hours stated on rental application must include set-up, decorating, main event and clean-up, which are the responsibilities of the renter. To avoid exceeding rental times, please plan at least 1.5-2 hours for clean-up. Rentals that exceed stated rental hours are charged double the hourly rate, rounded up in 30-minute increments. All renters, guests, vendors, and rented equipment must leave the property by the end time listed on the rental agreement.
- 3. Reservations will be confirmed and considered complete only after all required forms are signed and submitted, and applicable fees and deposit have been received. No dates are tentatively held for any group who has not submitted a facility rental form and booking deposit.
- 4. Incomplete or inaccurate information by the renter on the contract may result in cancellation of the contract and loss of fees paid.
- 5. The applicant's name and signature that appears on the rental contract must match the name on the proof of insurance and payment.
- 6. Only the renter(s) whose name is on the rental application can submit changes. Changes are subject to approval and must be made in writing (email preferred) or directly with the community center office. All rental changes are tentative until confirmed by Department staff and any/all additional fees have been paid.
- 7. Renter acknowledges that the facility may be rendered unusable or otherwise unavailable due to circumstances beyond the City's control, including but not limited to flooding, fire, natural disaster, power outages, public health emergencies, criminal acts or acts of war or terrorism. In the event that the facility should become unavailable due to any such circumstances, the City will refund any fees received from renter and such refund will constitute the limit of City's liability to renter in connection

with the unavailability of the City facility. The City shall not be liable to renter for any actual or renter's consequential damages, including but not limited to other costs incurred in connection with renter's event, lost profits, and lost opportunity.

- 8. Reservations may be revoked at any time whenever the use of buildings or facilities may interfere with Department program activities or where there has been a violation of approved regulations.
- 9. Reservations may be revoked or terminated, and additional guests will not be allowed in the building if it is determined that the event is different or larger than represented on the rental application.
- 10. The City reserves the right to make any physical or furniture changes to the building.

FALKIRK CAPACITY/MEASUREMENTS

Falkirk can accommodate up to 125 guests for outdoor events and up to 100 indoors using the entire first floor. Please refer to the sample layouts included in this packet when planning seating capacities and any equipment or supplies you may rent from an outside vendor. The below table provides capacities and measurements for specific spaces within the facility.

Space	Capacity (Assembly/Dining)	Measurements 72' x 30'	
Wedding Lawn	125/125		
Rose Garden	125/50	Unusual Dimensions	
Veranda	100/90	36' x 18'	
Parlor	80/64	25'8" x 23' x 16' x23'	
Front Porch	NA	10' x 10'	
Dining Room	NA/15	16' 19'	

INCLUDED FURNITURE

- Chairs: 100 mahogany/brown folding chairs.
- Rectangular Tables: (7) brown and (8) white 6' x 2 ½' tables. (2) brown 5' x 2 ½' tables.
- Dining Room Table: 8' x 4'
- Round Table (dining room): 52" diameter
 Side Table (dining room): 62.5" x 20"
 Foyer Table (entry hall): 51" x 26"
- Bar Table (solarium): 6' x 2'
 Parlor Carpet: 12' 8-1/2" x 14' 7"

ADDITIONAL AMENITIES

- Baby Grand Piano
- Sofas: Parlor (3) and Dining Room (1)
- Wooden Lectern: 18" x 12" x 52"
- Fans: (3) small fans and (5) standing oscillating fans. Falkirk has central heating but no air conditioning.
- Easels: (8) Basic easels available upon request for additional signage.
- Extension cords available upon request
- 2 prong adaptors for outlets available upon request
- Kitchen Oven: 2 racks; 22 ½" x 29"
- Stove top- 6 gas burners
- Commercial refrigerator
- Free Wi-Fi available within the Mansion. Please ask staff for network information.

RENTAL FEES

Deposit

A deposit is required for all facility rentals. The deposit must be paid in full at the time of booking and is separate from rental fees. It will not be applied toward the rental balance.

The deposit is fully refundable except:

- 1. If money is withheld due to cancellations (see Cancellation and Refunds section for details).
- 2. The deposit refund will be reduced to cover any extra costs due to cleaning, damage to facility or grounds,

- overtime hours, additional equipment used during event, if event exceeds estimated capacity, or is in violation of any facility rules or policies.
- 3. The entire deposit will be retained, and event may be shut down if attendance exceeds the amount specified on the application.

Additional charges may be required if damage exceeds deposit amount.

Fees

- 1. All rental fees are due 6 months prior to the event or at time of booking if within 6 months.
- 2. Payments may be in the form of check, cash, or credit card. All checks should be made payable to "City of San Rafael".
- 3. Rentals that exceed stated hours or that use rooms beyond those included in the rental contract will be charged double the stated hourly rate for all related fees.

	Minimum Rental Length	Non-Profit Organizations (Tax ID # required)	Private Use & Non-Profit Fundraisers	Commercial Groups
Friday & Sunday	6 hours	\$900R/1,020NR Flat Rate	\$1,350R/1,470NR Flat Rate	\$1,800R/1,920NR Flat Rate
Saturday	10 hours	\$1,500R/1,700NR Flat Rate	\$2,250R/2,450NR Flat Rate	\$3,000R/3,200NR Flat Rate
Friday – Sunday Additional Hours	30 minutes	\$150R/\$170NR Per Hour	\$225R/\$245NR Per Hour	\$300R/\$320NR Per Hour
Monday - Thursday	2 hours	\$100R/\$120NR Per Hour	\$150R/\$170NR Per Hour	\$200R/\$220NR Per Hour

R = Resident; NR = Non-Resident

If a rental payment is not received within the specified time, the reservation will be cancelled, and the deposit will be retained by the City and not refunded.

CANCELLATION AND REFUNDS

Confirmed reservations that are canceled will be subject to penalties. Cancellation fees are determined by the amount of notice given prior to the scheduled event.

- Refunds will be processed within 30 days after your event.
- Fees will not be refunded for reserved time not used. Reserved time should be chosen carefully; once fees are paid, there will be no refund for decreased reserved or actual use time.
- If the City cancels an activity, all fees will be returned.
- Only the applicant named on the contract can make cancellations.

Refund Schedule

Cancellation Date	Deposit Fee Returned	Rental Fee Returned	
More than 6 months	0%	100%	
3-6 months	0%	50%	
3 months or less ¹	100%	0%	

Cancellations made by either party more than 6 months prior to reserved date will be refunded 100% of rental fees; however, the City will retain 100% of the deposit. Cancellations made less than 6 months but more than 3 months prior to reserved date will receive 50% of the room rental fees; however, the City will retain 100% of the deposit. Cancellations made less than 3 months prior to reserved date will receive 100% of the deposit fee and any fees paid for security or insurance; however, the City will retain all of the room rental fees. Cancellations made with 72 hours or less notice will be required to pay for 4 hours of security fees, in addition to the room rental fees.

¹ *If rental fees paid are less than the deposit, the deposit will be withheld, and rental fees will be returned.

INSURANCE

All rentals are required to provide a Certificate of Insurance for liability for a minimum of \$1,000,000, with required endorsements.

The certificate of insurance must include endorsements naming "City of San Rafael" as additional insured.

- 1. Rental insurance certificates must be received by the Library and Recreation Department at least 30 days prior to the event.
- Organizations/Individuals that have insurance through a parent organization may issue one proof of insurance which names "City of San Rafael" as an additional insured for a full year for all the organization's uses.

The name on the Certificate of Insurance must match the applicant's name on the rental contract. Insurance is available for purchase through Diversified Risk/HUB International Insurance. Contact the Library and Recreation Department office for procedure and rates.

FACILITY CONDITIONS OF USE

1. Care of Falkirk/Hours

All groups using a City facility shall be responsible for proper use and care of all property, equipment, and facilities. Department displays will not be taken down to accommodate private receptions or parties with the exception of the Front Hall where staff will take down all promotional material.

Events must stay within the following facility schedule:

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	Facility Opens	Event ends, Amplified	Clean-up complete,
		sound turned off	Renters out of facility
Sunday-Saturday	8:00am	9:00pm outside/10:00pm inside	11:00pm

2. Preparation and Clean-up

Rental rooms/space must be left in the condition in which they were found. Any items, including all decorations, brought in during the rental must be removed by the end of the rental time.

Preparation and clean up shall be completed by the renter including removal of decorations and other items brought by the renters. A facility-specific clean-up checklist will be provided. Falkirk staff will walk through the facility with the renter before and after the event to ensure all cleaning requirements are met. Decorations must abide by the following regulations:

- a) No adhesives, nails, screws, staples, tacks, etc., in walls, woodwork, on windows or any other surface throughout the Mansion or on the property are allowed.
- b) All decorations must be fireproof or of fire-retardant materials.
- c) At no time shall exits be covered or obstructed.
- d) No candles or open flame are allowed (except STERNO, which is frequently used by caterers).
- e) Barbecues and open-flame cook-tops are not allowed.
- f) Portable air conditioning units are not allowed.
- g) Outdoor heat lamps are not allowed.
- h) Balloons and/or balloon string must be removed and disposed of. Any balloons that become entangled in fans will need to be removed using scissor lift at the expense of the renter.
- i) Rice, birdseed, confetti, rose or other flower petals, and open flames are <u>not</u> allowed, indoors or outdoors, on any part of Falkirk Cultural Center property.
- j) Balloons and/or balloon string are permitted but <u>must be to be removed</u> by the end of the event.

Curtains, shades, drapes and windows are not to be rearranged or opened except by Falkirk Staff. Most interior furnishings (including the piano) are not to be moved except with Falkirk Staff approval. Exceptions are the red chairs in the dining room and the sofas in the parlor, which may be moved to other locations within the first floor of the Mansion. The bar table in the solarium may be moved within the Mansion or taken outside onto to the Veranda.

Approval in advance is REQUIRED for any of the following: Additional indoor or outdoor lighting; outdoor tent on Veranda or Wedding Lawn; Dance Floors; Food Trucks.

All activity, including set-up and cleanup, must be listed as rental time on the application. Users shall supply additional garbage containers (dumpsters) at the user's own expense at the discretion of Department staff.

Falkirk Staff are on site during rentals as the City representative. Their role is to greet the renter or renter-designated contact person to walk through the facility before and after the event, provide access to electrical, lighting, cleaning supplies, and any additional amenities like fans and easels. They also serve as your connection to City-contracted security staff. They do their best to make sure rentals conclude on time and follow cleaning requirements so that the full deposit may be returned following the event. They are not responsible for any set up or clean up.

3. Renter Properties

Any property or temporary fixtures brought to the facility for any event must be pre-approved by the Department staff. The renting party shall remove such property within a predetermined and agreed upon time after the scheduled event. Any property installed without prior approval will be removed at renting party's expense. The City of San Rafael is not responsible for lost or stolen items and will not be responsible for any items delivered before or left after an event.

4. Security

Security is required year-round for rentals at Falkirk. This requirement ensures privacy for you and your guests as exclusive users of an otherwise public facility. The charge for security services is \$40/per hour (30 minutes before guest arrive to 30 minutes after the end of the rental) and is listed as an "additional fee" on your rental contract. Security rate is \$55/hour after 8 hours to reflect overtime. The security fee is not included in the hourly rental rate.

Exceptions can be made if the department Director, in consultation with the City Attorney, determines in writing that the event and the activities taking place at the event pose no credible risk to the health and safety of participants or the facility. Should security be required, authorized security services of the City's choice will be retained at the renter's expense.

At the discretion of Department staff and/or Department Director, additional security, facility attendants, bonds or insurance may be required at the renter's expense.

5. Use of Alcohol

Renters must comply with all the rules and regulations of the State Department of Alcoholic Beverage Control. City of San Rafael Alcohol Management Policy must be read, signed, and adhered to by renter.

If alcoholic beverages are to be sold, and the sale of alcohol is approved by staff, the City requires the user to obtain a permit from the State Alcoholic Beverage Control Department. A permit is only required if the user is planning on selling alcohol. A copy of the permit shall be submitted to the Library and Recreation Department 2 weeks prior to the event.

Events involving exchange of any type of monetary consideration (example: purchase of meal ticket with alcohol being served as part of that meal) requires the renter to obtain an ABC permit. State law prohibits the serving of alcoholic beverages to minors or to anyone who is or appears to be under the influence of alcohol. Alcohol must be served by an adult, over 21, from a bar or staffed beverage table.

Renter is responsible for any of their guests who bring alcohol into the facility without obtaining the proper insurance and security requirements. Events may immediately be cancelled if alcohol is consumed without meeting these requirements.

6. Exits

All exit doors must always be kept clear. At no time can exits be covered or obstructed by tables, chairs, or equipment. Fire code requires 3 ft. clearance to be maintained around all exit's doors throughout the event. The city reserves the right to cancel or stop an event that does not meet exit door clearance requirements.

7. Service of Food or Beverages

In all facilities, no food items shall be sold to the public, unless approved in advance by Department staff. County permits are not required for the sale of food at a single day event. Events for longer than one day, which include serving or selling food, are required to obtain a "Temporary Food Facility Permit" from the Marin County Environmental Health Department. In all cases where food is available, renters shall be advised to contact the Environmental Health Department regarding safe food handling.

8. Catering and Kitchen Use

Renters may provide their own food and beverages, or they may utilize professional caterers for their event. Renters are responsible for arranging their own catering, linens, dishes, and catering supplies. Any equipment or decorations brought on site must be delivered and picked up within your reserved time.

Renter is responsible for ensuring that all vendors and caterers must have a current City of San Rafael business license and any other required food handling license.

Renter is responsible for the condition of the kitchen and for the caterer in charge of the event. Failure to comply with kitchen regulations will result in a deduction or forfeiture of the deposit. Kitchen must be returned to the same condition in which it was found at beginning of event. Barbecuing requires preapproval and is restricted to certain areas outside the facility.

Renter is responsible for communicating facility policies and requirements with vendors they contract with. Falkirk Staff should communicate with only the Renter/Designated Representative.

Note: Falkirk does not have a freezer or ice maker.

9. Parking

Parking availability is not guaranteed and may be limited. Parking spaces may not be reserved. Valet parking must be pre-approved by Department staff prior to event.

Renters are responsible for notifying their guests and vendors of parking restrictions around the Falkirk Cultural Center <u>prior to and on the day of the event</u>. Falkirk has no jurisdiction over parking enforcement and is not responsible for parking tickets. Parking maps and details available through the City's Parking Services Department: www.cityofsanrafael.org/departments/parking/. www.cityofsanrafael.org/departments/parking/. Note: Parking restrictions for the parking lots located next to and across from Falkirk Cultural Center differ from weekdays to weekends, signs are posted.

10. Amplified Sound

Renters must bring their own equipment.. Amplified sound must be turned off based on the facility schedule included in the "Care of Facilities/Hours" section. Please refer to the facility's noise policy for additional specifications.

11. Smoking and Chemical Sensitivity

Smoking is not permitted in any City building or park. Renter is responsible for adhering to and enforcing the non- smoking ordinance. To allow individuals with environmental illness or multiple chemical sensitivity to attend functions at the community centers, individuals are requested to refrain from wearing scented products.

12. Photography

Library and Recreation Department staff reserve the right to photograph events for promotional purposes.

13. Publicity

The City of San Rafael reserves the right to review and approve materials used to publicize events to be held in a city facility. City staff may not/will not give out information on private rentals. The community centers are not to be listed as a contact for your event.

14. Youth Dances

School-aged open dances are prohibited.

Clean-up Requirements Checklist

Falkirk Staff will perform walk through at <u>start</u> and <u>end</u> of rental with this sheet. All renters and vendors must follow this checklist to be eligible for full refund of deposit.

Minimum \$50 FEE for improper waste disposal.			
Trash & Recycling Disposal	Bags to Use in receptacle:		
☐ BROWN BINS= GLASS & PLASTIC ONLY	No bag		
☐ BLUE BINS= CARDBOARD & PAPER ONLY	No bag		
☐ GREEN BINS= COMPOST	GREEN Bio bag		
☐ BLACK & GREY BINS= GARBAGE	BLACK Bag		
Rented Equipment			
All rental equipment should be removed/picked up by end of rent	tal.		
Kitchen Cleaning			
☐ Both sinks cleaned.			
☐ Refrigerator emptied & cleaned of all food particles, spills, et	tc.		
☐ Floor swept and clear of major debris and food particles- mo	p if needed.		
Oven cleared of all trays, food & food particles.			
☐ Trash bins empties & returned to kitchen area. Fresh green &	& black trash bags in appropriate receptacles		
Interior Spaces & Veranda/Deck			
☐ Decorations and equipment removed.			
☐ Tables wiped down and all surfaces cleared of items and clear	in.		
Floors cleared of all food particles, debris, and event décor-			
☐ Veranda/Deck cleared, spillage, food particles, debris cleane	50 00		
☐ Final sweep of ALL rooms used: Parlor, Dining, Bridal Suite, r☐ ☐ Trash bins empties & returned to kitchen area (where tables	1998 - 56		
Wedding Lawn & Rose Garden			
☐ Decorations & trash removed.			
☐ All Falkirk equipment & rented equipment removed from ev	ent spaces and stowed neatly.		
☐ Trash bins empties & returned to kitchen area (where tables			
Falkirk Equipment Returned			
☐ 100 x chairs & 13 x tables returned to storage (kitchen storage	ge areas).		
☐ Extension cords, easels, signs, etc. returned to Falkirk Staff/p	out away.		

By sining the Rental Application, you confirm you have reviewed and will follow the Falkirk Cultural Center Clean-up Requirements Checklist.



Applicant Signature ____

FACILITY RENTAL APPLICATION - FALKIRK CULTURAL CENTER

1408 Mission Avenue at E Street, San Rafael, CA 94901 ● (415) 485-3328 ● www.cityofsanrafael.org/falkirk/

Please review all rules and regulations in our Rental Information Packet & Clean-up Requirements Checklist prior to completing application. Return your completed and signed Rental Application & Clean-up Requirements Checklist to Falkirk Cultural Center by email at Falkirk@cityofsanrafael.org, by USPS mail, or drop-off in-person at Falkirk.

Name of Rental Applicant (please print clearly	Home Phone	e Work Phone	Cell Phone #	
Address Street		City	Zip Code	
Organization Name (if applicable)	Address	Pt	none	
If your event is a wedding, first & last names of	of couple			
Primary e-mail address of Rental Applicant	(To receive copy of contract by	y email):		
Designated Event Representative (Person a	attending the day of event as po	oint of contact for Falkirk staff, if Rental Applic	ant will not be present):	
Name	Phone			
Type of Event (e.g., Wedding, Reception, and	family Reunion; if Party, Celebr	ration, Workshop, etc., please be specific when de	escribing):	
Date(s) of Event:		Day (check one): Mon Tues Wed	Thurs Fri Sat Sun	
Rental Hours (include set-up & clean-up tir	ne): Start of Rental:	End of Rental:		
Start time of event:	End time of event:			
Minimum Number of Attendees:	Maximum Number of	Attendees: # Minors:		
PAYMENT INFORMATION FOR \$1,000 DEP	OSIT: Accepted forms of pay	ment: Credit Card Cash Check	(payable to "City of San Rafael")	
When paying by credit card, list appropriate na	ame & phone for staff to call for ca	ard details:		
REQUIRED INFORMATION (check Y or	N) YES NO	INFORMATION REGARDING YOUR TENTATI	VE PLANS (not required)	
Are you a non- profit? If YES. Non-profit #		Optional Falkirk equipment you would like to	o use:	
Is the event a fundraiser? Will you sell any items?		☐ Grand Piano # Fans		
Admission fee/donation requested?		☐ Grand Piano # Fans		
Is the event open to the general public?		☐ Falkirk Chairs ☐ Falkirk Banquet Table	s 🗌 # Easels	
Will alcoholic beverages be sold?	Upped ask Falkirk staff for letter	Intended Hee of Frent Change		
→If yes, ABC License will be required. P to submit to ABC Board of California. L		Intended Use of Event Space: (Check box and check which type of use)		
Falkirk staff no later than 2 weeks prior		Ceremony Seated Dining	Buffet Reception	
Will you have amplified music?		☐ Wedding Lawn ☐ Rose Garden		
Will alcoholic beverages be served?		☐ Verandah☐ Parlor		
Insurance (please check one)		Formal Dining Room Buffet Dessert	Other	
☐ Will provide own insurance ☐ Will purchase insurance through City or	f San Rafael	Will outdoor electricity be required for your e ☐ Wedding Lawn Front of Lawn Back o ☐ Rose Garden		
		1		
The applicant in applicanting of the control of		HARMLESS AGREEMENT	dia malagga ing bisa sa d	
discharge the City of San Rafael and its office connected with the rental of the facilities and of the City, its officers and employees. I HAVE I	rs and employees, from any and a equipment under this contract, inc READ THE ABOVE RELEASE AN	ment, agrees to indemnify and hold harmless, and all liability for any injury or property damage arisin cluding injuries and property damage due to the ac ND HOLD HARMLESS AGREEMENT AND FULL	g out of or in any way ctive or passive negligence of	
ASSUME ALL RISKS FOR ANY INJURIES A I have read the terms and provisions be bound thereto.		ERED. es and regulations which are incorporated her	ein by reference and agree t	
☐ I have read and agree to abide by the Cleaning Requirements Checklist				

Date ____