



ONGOING FACILITY RENTAL POLICY

Overview

The Library and Recreation Department of the City of San Rafael (City) is dedicated to enriching the community through discovery, learning and play. The City pursues this goal through recreational classes and programs; library events; child care programs and enrichment classes; art exhibits; special events; aquatics; and facility, field and park rentals.

The City owns and manages four recreational facilities: Albert J Boro Community Center, Falkirk Cultural Center, San Rafael Community Center and Terra Linda Community Center. These facilities are available for community members to rent for celebrations, events, programs, and meetings. The City provides space in these facilities for both short-term and ongoing rentals.

This document sets forth the procedure for the City to allocate ongoing rental space within the recreational facilities under its ownership. The ongoing rental allocation process is reviewed and approved by the Park and Recreation Commission and the City Council. For ongoing rentals, the City accepts applications on an annual basis. The Ongoing Rental Allocation Process is set out in this document.

General

It is necessary to formulate this procedure for the following reasons:

1. User groups need a procedure to secure ongoing rental space for planning programs, events, meetings, etc.
2. The City wants to provide a fair and transparent process for allocating space.
3. Due to changes in programs and maintenance needs, the City must have flexibility in allocating ongoing rentals and the ability to change space availability on an annual basis.

Definitions

City: For the purposes of this document, the City of San Rafael Library and Recreation Department will be referred to as the “City.”

Commercial: Commercial refers to entities that conduct business making or intending to make a profit.

Non-Profit: Non-Profit(s) refers to organizations with a valid 501(c)(3) tax exempt status.

Non-Resident: Non-Resident(s) are individuals or organizations that live or are based outside of the City of San Rafael.

Ongoing Rental: An Ongoing Rental is any rental that occurs in the same facility **more** than 12 times in a calendar year EXCEPT athletic leagues and teams renting facilities for a designated season. Any other rental will be considered a short-term rental.

Residents: Resident(s) are individuals or organizations that live or are based within the City of San Rafael.

Application Process

Each applicant is required to submit an Ongoing Rental Application on an annual basis. The deadline for submissions will be November 1 through December 15 for the year after the following calendar year. For example, applications accepted from November 1 through December 15, 2020 will be for the 2022 calendar year. Any applicant missing these deadlines will be accepted on an “as available” basis only.

Each applicant must provide information on the type of program that will be held in the facility; the number of people served by the program, including the percentage of beneficiaries that are San Rafael residents; their experience implementing similar programs; and proof of 501(c)(3) tax exempt status and/or residence within the City of San Rafael, if relevant.

City Staff will review and evaluate all applications based on the prioritization criteria outlined in this document. While staff will make an effort to accommodate all requests, applicants are not guaranteed space and the City retains the right to change rental allocations. After reviewing all applications, staff will inform applicants of the status of their submission and will work with approved applicants to finalize a Facility Use Agreement.

Application Process Timeline:

November 1	The City opens the application period for ongoing rentals for the following year.
December 15	All ongoing rental applications must be received by the City.
January 15	The City informs all applicants of the status of their application (recommended or not recommended for space allocation).
March 15	All facility use agreements are finalized and agreed upon by the City and the renter.
January 1	The one-year term of the ongoing rental facility use agreement begins.

Group Classifications and Prioritization

Priority for facility usage is given to City-sponsored programs and activities. After that, the City prioritizes applications in the following order:

1. Resident Non-Profits; for example, a San Rafael Scout Troop or the San Rafael Chamber of Commerce
2. Private Residents; for example, an informal San Rafael Maj Jong Club
3. Non-Resident Non-Profits; for example, a Mill Valley-based Rotary Club or a Novato-based Women’s Club
4. Commercial; only commercial groups providing recreational and/or social support programming will be considered eligible

Within those classifications, groups will receive higher priority if they are using the ongoing rental to provide the following:

1. Recreational and/or social support programs and events OR meetings that support recreational/social support organizations
2. Programs, events or activities that are free to participants and/or do not generate revenue
3. Higher number of residents served

Higher priority will also be given to groups with a demonstrated track record of implementing the proposed programs.

FACILITY INFORMATION AND CAPACITY

Albert J Boro Community Center, 50 Canal Street Phone: (415) 485-3077

Room	Capacity (Assembly/Dining)
Gymnasium	530 Assembly (approved sports only)
Multi-Purpose Room	455 / 200
Kitchen	Not available as stand-alone rental
Meeting Room	25
Art Room	46 / 30
Teen Lounge	26 / 18

Falkirk Cultural Center, 1408 Mission Avenue
Phone: (415) 485-3328

Rentals are for the full facility only, including the parlor, dining room, solarium, kitchen, two restrooms and outdoor veranda.

San Rafael Community Center, 618 B Street
Phone: (415) 485-3333

Room	Capacity (Assembly/Dining)
Auditorium	400/300
Kitchen	Not available as stand-alone rental
Clubrooms 2-4	40/25
Clubroom 5	40/25
Patio	

Terra Linda Community Center, 670 Del Ganado Road
Phone: (415) 485-3344

Room	Capacity (Assembly/Dining)
Kitchen	Not available as stand-alone rental
Clubrooms 2-4	40/30

GENERAL AGREEMENT INFORMATION

Facility Restrictions

- Albert J Boro Community Center: The Multipurpose Room is unavailable for ongoing rentals after 1:00 pm on Saturdays.
- Falkirk Cultural Center: Ongoing rentals available Monday through Thursday only.
- San Rafael Community Center: Ongoing rentals available Sunday through Thursday only.
- Terra Linda Community Center: Ongoing rentals available Sunday through Thursday only.

All Facilities are closed on the following holidays and will not be available for ongoing rentals:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Cesar Chavez Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day and day after Thanksgiving
Christmas Eve through New Year's Eve

Rental Fees

All rental fees will be calculated based off the Recreation Facilities Reservation Fee schedule. Fees will be due on the first of every month.

A deposit is required for all ongoing rentals. The deposit must be paid in full at the time of that the facility use agreement is signed and is separate from rental fees. It will not be applied toward the rental balance. The deposit will be returned 30 days after the termination of the facility use agreement; however 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, and if there are any unpaid charges due to cancellations or changes to the rental schedule (see Cancellations and Changes section).

Additional charges may be required if damage or fees exceeds deposit amount.

Cancellations or Changes

Cancellations or changes by the renter to the agreed upon schedule must be made at least thirty (30) days in advance. Cancellations made with less than thirty (30) days advanced notice will not be eligible for a refund of the rental fees. Changes made with less than thirty (30) days advanced notice will be required to pay fees for both the original and the new rental times. Changes will be subject to facility availability.

If the City cancels an activity, all fees will be returned.

Insurance

Renters must maintain a general liability insurance policy in the minimum amount of \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy must be endorsed to include the City, its officers, agents, employees, and volunteers, as additional insureds and the additional insured coverage must be "primary and noncontributory" with respect to any insurance or coverage maintained by the City.

If renter's have employees, they must maintain Workers' Compensation Insurance for all employees, in strict compliance with State laws, and to protect the City from any and all claims thereunder. The Workers' Compensation must be specifically endorsed to waive any right of subrogation against the City.

ONGOING FACILITY RENTAL APPLICATION



San Rafael Community Center - 618 B Street, San Rafael, CA 94901 - (415) 485-3333
Terra Linda Community Center - 670 Del Ganado Road San Rafael, CA 94903 - (415) 485-3344
Albert J. Boro Community Center - 50 Canal Street, San Rafael CA 94901 - (415) 485-3077
Falkirk Cultural Center – 1408 Mission Avenue, San Rafael, CA 94901 – (415) 485-3328

Please review the **Ongoing Facility Rental Packet**, including the Sample Facility Use Agreement, prior to submitting this application. Return your completed and signed Ongoing Facility Rental Application to recreation@cityofsanrafael.org. If participating in the annual allocation process, applications are accepted from November 1 through December 15 for the year after the subsequent calendar year (for example, applications for 2023 are accepted in 2021).

Name of Rental Applicant (please print clearly) _____ Home Phone # _____ Work Phone # _____ Cell Phone # _____

Address _____ Street _____ Apt # _____ City _____ Zip Code _____

Organization Name (if applicable) _____ Address _____ Phone _____

Primary e-mail address of Rental Applicant: _____

Requested Rental Schedule, include frequency, days of the week, and hours (including set-up and clean-up time): _____

Minimum Number of Attendees: _____ Maximum Number of Attendees: _____ Number of Minors: _____

Please feel free to add additional pages if the answers to the below questions do not fit in the space provided.

Please provide a brief description of the event or activities that will be held during this rental:

If applicable, please provide a brief description of the organization associated with this rental and its mission:

Do you or your organization have experience hosting similar events to the ones proposed for this rental? If so, please provide a brief description:

REQUIRED INFORMATION (check YES or NO):

YES NO

Are you a non-profit organization?

➔ If YES, Non-profit # _____

If applying on behalf of an organization, is the organization based in the City of San Rafael?

If applying on behalf of an individual, do you live in the City of San Rafael?

Does your event/program charge an admission fee/request a donation?

Will the event/program generate revenue?

Is the event/program open to the general public?

Will you have amplified music?

Will alcoholic beverages be served?

Will alcoholic beverages be sold?

➔ If YES, ABC license is required. The ABC liquor license needs to be presented 30 days before your rental. The license will need to be approved by the Police Department and Community Center before it can be approved by ABC

ROOMS REQUESTED/OPTIONAL EQUIPMENT (check ALL that apply):

<u>San Rafael Community Center</u>	<u>Optional Equipment:</u>
Auditorium	Lectern
Kitchen	Movie Screen
Clubroom #2	PA System
Clubroom #3	Piano
Clubroom #4	Service Bars
Clubroom #5	TV/VCR
	Tables
	Chairs

<u>Albert J. Boro Community Center</u>	<u>Optional Equipment:</u>
Multi-Purpose Room	PA System
Gymnasium	TV/DVD
Meeting Room #3	Bar #1
Meeting Room #4	Bar #2
Meeting Room #5	Tables
Kitchen	Chairs
Art Room	
Teen Lounge	

<u>Terra Linda Community Center</u>	<u>Optional Equipment:</u>
Meeting Room #2	Tables
Meeting Room #3	Chairs
Meeting Room #4	
Kitchen	

<u>Falkirk Cultural Center</u>	<u>Optional Equipment</u>
Wedding Lawn	Tables
Rose Garden	Chairs
Veranda	Easels
Parlor	Extension Cords
Dining Room	Flood Lights

INSURANCE (please check one):

Will provide own insurance

Will purchase insurance through the City of San Rafael

I have read the Ongoing Facility Rental Allocation Process, General Agreement Information and Sample Ongoing Facility Use Agreement, and agree to abide by all terms and provisions included therein.

Applicant Signature _____ Date _____

SAMPLE ONGOING FACILITY USE AGREEMENT

**AGREEMENT FOR THE USE OF _____ COMMUNITY CENTER
FOR ONGOING RENTAL**

THIS AGREEMENT (the “**AGREEMENT**”) is made and entered into this ____ day of _____ 20__ by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”) and _____, (hereinafter “**RENTER**”).

WHEREAS, CITY owns and operates _____ Community Center (further described in section 3.A. below and hereinafter referred to as the “**FACILITIES**”); and

WHEREAS, RENTER has requested use of the **FACILITIES** through a successful application as a part of the **CITY’s** ongoing rental allocation process, which process was approved by the Park and Recreation Commission on _____, 2020 and by City Council on _____, 2020; and

WHEREAS, the CITY has determined that facility space is available for **RENTER’s** use, per the terms and schedule outlined in this agreement; and

NOW, THEREFORE, the parties hereto agree as follows

1. **Purpose.** The purpose of this **AGREEMENT** is to define the scope of the use of _____ Community Center and specific facilities therein by **RENTER**, the operations conducted by **RENTER** and the responsibilities of **CITY**, to set forth the compensation to be paid to **CITY** for such use, and to enumerate other related provisions that will contribute to the mutual benefit of the parties to this **AGREEMENT**.
2. **Term.** This **AGREEMENT** shall become effective on January 1, 20__ and shall extend for a one-year term, through December 31, 20__. Either party may terminate this **AGREEMENT** as provided for in Section 10.
3. **Scope of Use.** **CITY** and **RENTER** agree that the use of the **FACILITIES** by **RENTER** and the responsibilities of the **CITY** and **RENTER** shall be as described herein. Changes in services and responsibilities must be negotiated and mutually agreed upon in writing by both parties.

A. Site.

(1) The **FACILITIES** are located at _____, San Rafael and include _____.

B. Operations

(1) **RENTER** shall be responsible for all aspects of operations of its activity/events/organization. [Additional requirements may be required depending upon the activity and its level of risk. For example, if renters are providing recreational programming involving minors, they would be required to submit verification of background screening for all employees, assistants, subcontractors, volunteers, etc. with supervision authority over children under the age of 18, an example of which is included in Exhibit C.]

If **RENTER** is offering recreational programs or classes, **RENTER** is required to have all participants sign a hold harmless waiver in favor of the **CITY**.

(2) **CITY** and **RENTER** mutually agree on the facility use schedule outlined in Exhibit A attached hereto and incorporated herein. Any requests to change the agreed upon schedule by **RENTER** must be made in writing at least thirty (30) days prior to the date of the requested change and will be granted at the discretion of the **CITY**. Requests for cancellations or changes made with less than thirty (30) days advanced notice shall not be eligible for a refund of rental fees. Changes will be subject to facility availability.

CITY may cancel or change the facility use schedule at any time with ten (10) days' notice to **RENTER**. In the event that **CITY** cancels or changes the schedule, **RENTER** will receive a full refund for the affected dates.

(3) **CITY** shall provide **RENTER** with adequate access to the **FACILITIES**.

(4) **RENTER** shall be responsible for abiding by all rental policies and procedures set out in Exhibit B attached hereto and incorporated herein.

(5) **RENTER** acknowledges that the facility may be rendered unusable or otherwise unavailable due to declared states of emergency and/or 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 **FACILITIES**. **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.

C. Maintenance of Facilities.

(1) **CITY** shall deliver in good condition, within its commercially reasonable capacity to do so, fit for intended use, the **FACILITIES** and all furnishings, buildings, and equipment; and shall provide all regular and routine maintenance of the **FACILITIES** related to the operation of the building.

(2) **CITY** shall provide all utility, water, electrical, gas, and garbage disposal services to the **FACILITIES**, at its sole expense.

(3) **RENTER** shall notify **CITY** of dangerous, hazardous, or unsafe conditions immediately upon discovery and shall prevent public exposure to such.

(4) **CITY** shall provide all soaps and restroom paper products, and stock the same for the permanent restrooms located at the **FACILITIES**.

D. Equipment.

(1) **CITY** shall provide and maintain fixed equipment and furnishings, including but not limited to tables and chairs. **RENTER** shall replace or reimburse **CITY** for damaged or lost equipment supplied by **CITY**, normal wear and tear excepted.

(2) Except as appropriate for **CITY** owned equipment or furnishings, **RENTER** shall not store any equipment or furnishings at **FACILITIES** and shall be responsible for removing all equipment each day.

E. Fees.

(1) **RENTER** shall pay **CITY** in accordance with the City of San Rafael Master Fee Schedule, for the use of **FACILITIES**, including an annual security deposit. The deposit must be paid in full at the time the facility use agreement is signed and is separate from rental fees. It will not be applied toward the rental balance. The deposit will be returned 30 days after the termination of the facility use agreement, except that such refund will be reduced to cover any extra costs incurred by **CITY** due to cleaning, damage to facility or grounds, overtime hours, or additional equipment used during event. The refund may also be reduced if an event exceeds estimated capacity or is in violation of any facility rules or policies.

Additional charges may be required if damage exceeds deposit amount.

If **CITY** revises the Master Fee Schedule during the term of the **AGREEMENT**, the rate within this **AGREEMENT** shall remain the same over the Term of the **AGREEMENT**.

(2) Payment of Fees shall be due on the first of the month. Once payment is made, no fees will be refunded unless the schedule is changed at the request of the **CITY**.

4. Indemnification and Hold Harmless.

Parties agree to the following:

A. **CITY** agrees to protect, defend, indemnify, and hold harmless **RENTER**, its officers, elected officials, agents, and employees, from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) due to the willful misconduct or sole active negligence of **CITY** arising in connection with this Agreement.

B. Except as provided in Paragraph A of this Section, **RENTER** agrees to defend, indemnify, release, and hold harmless **CITY**, its officers, elected officials, agents, and employees (collectively, for purposes of these indemnification provisions, the "**CITY**"), from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements), related to damage to property, and/or injury or death to any person occurring in, on or about the **FACILITIES** during or in connection with **RENTER** use of the **FACILITIES** pursuant to this **AGREEMENT**, or related to **RENTER'S** failure to perform any provision of this **AGREEMENT**.

In addition, **RENTER** agrees to defend, indemnify, release, and hold harmless the **CITY** from any and all claims, actions or proceedings brought against it, the purpose of which is to attack, set aside, void or annul the **CITY's** approval of this **AGREEMENT**. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including **RENTER**, arising out of or in connection with the **CITY's** approval of this **AGREEMENT**. In the event **RENTER** is required to defend the **CITY** in connection with any said claim, action or proceeding, the **CITY** shall retain the right to approve any and all settlements, which approval shall not be unreasonably withheld. Nothing herein shall prohibit the **CITY** from participating in the defense of any claim, action or proceeding, provided that if the **CITY** chooses to have counsel of its own to defend any claim, action or proceeding where **RENTER** already has retained counsel to defend the **CITY** in such matters, the fees and the expenses of the counsel selected by the **CITY** shall be paid by the **CITY**.

- C. The provisions of this Section shall survive the termination or expiration of this **AGREEMENT**.
- D. Nothing contained in this section or this **AGREEMENT** shall be construed to create a liability to or a right of indemnification in any third party.

5. **Insurance.**

A. RENTER, at its sole cost and expense, shall obtain and maintain, during the life of this agreement such public liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate satisfactory in form to CITY, and with the CITY, its officers, employees, agents and volunteers added as additional named insureds, as shall protect RENTER and CITY, its officers, employees, agents, and volunteers from claims for damages or personal injury, including accidental death as well as for claims for property damage which may arise from or out of this AGREEMENT, or RENTER’S use of the FACILITIES.

B. Each such policy of insurance described in Section 5. A. shall be endorsed to provide as follows:

- (1) The additional insured coverage under **RENTER’S** insurance policies shall be “primary and noncontributory” with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY’S** insurance or self-insurance coverage for any contribution.
- (2) The coverages afforded shall apply as if separate policies were issued to each party and additional insured (gross liability).
- (3) All rights of subrogation are waived against **CITY** and the members of its City Council and elective or appointive officers or employees, when acting within the scope of their employment or appointment.
- (4) This insurance shall not be canceled; limited or non-renewed until after (30) day’s written notice has been provided to the **CITY**.

C. **RENTER**, at its sole cost and expense, shall obtain and maintain, during the life of this agreement Workers' Compensation Insurance for all of **RENTER's** employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder. The Workers’ Compensation shall be specifically endorsed to waive any right of subrogation against the City.

If **RENTER** has no employees, **RENTER** must initial here: _____ and this requirement to provide workers compensation insurance is waived.

D. A duly executed Certificate of Insurance, evidencing all of the coverages required herein, and all required endorsements, shall be submitted to the City Attorney for approval prior to commencement of use of the **FACILITIES**.

6. **Third Party Action Notification.** In the event any action or suit is filed, or claim made against a party related in any way to the services performed or use of the **FACILITIES** pursuant to this **AGREEMENT**, that party shall provide prompt notice of the same to the other party.

7. **Severability.**

A. If a court of competent jurisdiction holds any part, term or provision of this **AGREEMENT** to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations pursuant to this **AGREEMENT** shall be construed and enforced as if the **AGREEMENT** did not contain the particular provision held to be invalid.

B. If any provision of this **AGREEMENT** is in direct conflict with any statutory provision of the State of California, that provision shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

8. **Non-Waiver.** A waiver by either party of the breach of any provision of this **AGREEMENT** by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

9. **Assignability and Subleases: No Third-Party Beneficiaries.**

A. **RENTER** shall not assign or transfer any interest in this **AGREEMENT**, nor its duties and obligations under this **AGREEMENT**, without the prior written consent of **CITY**, said consent not to be unreasonably withheld or delayed, and any attempt by **RENTER** to so assign this **AGREEMENT**, or any rights, duties, or obligations arising hereunder, shall be void and of no effect.

B. **RENTER** shall not sublet any or all of the Facilities without the prior written consent of Lessor, which may be withheld by Lessor in its sole discretion and any such purported subletting shall be void.

C. Neither party shall assign or transfer its rights to enforce any part of this **AGREEMENT**. The obligation of the **CITY** and the obligations of **RENTER** stated in this **AGREEMENT** are not intended to, and do not, create any rights to any other person or entity which such person or entity would not otherwise have in the absence of this **AGREEMENT**.

10. **Termination.**

A. **CITY Termination.** **CITY** may terminate this **AGREEMENT**, without Cause, prior to the end of the term hereof, upon sixty (60) days' advanced written notice to **RENTER**. **CITY** may terminate this **AGREEMENT** with Cause upon thirty (30) days' advanced written notice. Cause shall be defined as default on any of the following terms:

(1) Upon written notice from **CITY**, if **RENTER** is in arrears on payments and does not cure within 10 days.

(2) Upon written notice from **CITY**, if **RENTER** fails to correct, within 10 days of written notice, any failure to conduct its permitted activities in compliance with this **AGREEMENT**.

(3) Upon written notice from **CITY**, if **RENTER** fails to maintain, within 10 days of written notice, insurance as required by this **AGREEMENT**.

(4) Upon written notice from **CITY**, if **RENTER** fails to correct, within 10 days of written notice, **RENTER**'s breach of any other material term of this **AGREEMENT**.

B. **RENTER Termination.** **RENTER** may terminate this **AGREEMENT** without Cause upon sixty

(60) days' advance written notice to **CITY**. In this event, Fees that have already been paid shall be retained by the **CITY**. **RENTER** may also terminate this **AGREEMENT** at any time for Cause, which shall be defined as **CITY**'s failure to correct, within 10 days of written notice, **CITY**'s breach of any material term of this **AGREEMENT**.

11. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses below, or to such other addresses as the parties may hereafter designate in writing:

TO CITY:

Library & Recreation Director
San Rafael Library and Recreation
618 B Street
San Rafael, CA 94901

TO RENTER:

NAME
ADDRESS

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when so mailed or hand delivered to the addresses specified above.

12. **Survival.** Any provision of this **AGREEMENT** that imposes an obligation after termination or expiration of this **AGREEMENT** shall survive the term of expiration of this **AGREEMENT** and shall be binding on the parties to this **AGREEMENT**.

13. **Governing Law.** This **AGREEMENT** shall be governed by and construed in accordance with the laws, rules and regulations of the State of California.

14. **Compliance with Law.** All parties to this **AGREEMENT** shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this **AGREEMENT**.

15. **Nondiscrimination.** **RENTER** shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to **RENTER'S** use of the **FACILITIES** or duties and obligations under this Agreement.

16. **Neutral Authorship.** Each of the provisions of this **AGREEMENT** has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this **AGREEMENT** in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this **AGREEMENT**.

17. **Filing.** A copy of this **AGREEMENT** shall be filed with the City Clerk's office.

18. **No Employment Relationship.** **CITY** and **RENTER** understand and expressly agree that in connection with this **AGREEMENT**, each party bears full responsibility for controlling the manner and means by which its respective employees, agents, and volunteers perform work, and for providing all compensation and other employment benefits including payroll taxes and worker's compensation coverage to its respective employees. **RENTER** employees are not **CITY** employees and **CITY** employees are not **RENTER** employees, and employees

of either party shall have no right to, and shall make no claim for, any type of employment benefits or compensation from the other party.

19. Entire Agreement—Amendments. The terms and conditions of this **AGREEMENT** represent the entire **AGREEMENT** of the parties with respect to the subject matter of this **AGREEMENT** and supersede any and all prior negotiations, discussions, understandings, and agreements between the parties as to the subject matter hereof. The terms and conditions of this **AGREEMENT** shall not be altered or modified except by a written amendment to this Agreement signed by **CITY** and **RENTER**. The City Manager, or his/her designee, is authorized to alter or modify the terms and conditions on behalf of **CITY** as necessary. The Managing Member of **RENTER** or his/her designee is authorized to alter or modify the terms and conditions on behalf of **RENTER** as necessary.

20. Counterparts and Electronic Signature. This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** as of the day, month and year first above written.

CITY OF SAN RAFAEL

RENTER NAME

JIM SCHUTZ, City Manager

By: _____

Person's Name, Title

[If RENTER is a corporation, add signature of second corporate officer]

By: _____

Person's Name, Title

ATTEST:

APPROVED AS TO FORM:

LINDSAY LARA, City Clerk

ROBERT F. EPSTEIN, City Attorney

Attachments:

- Exhibit A: Schedule of Use
- Exhibit B: Conditions of Use

EXHIBIT A: SCHEDULE OF USE

EXHIBIT B: CONDITIONS OF USE

Care of Facilities/Hours

All groups using a City facility shall be responsible for proper use and care of all property, equipment and facilities. Rental rooms/space must be left in the condition in which they were found. Any items brought in during the rental must be removed by the end of each rental occurrence.

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. Decorations must abide by the following regulations:

- a) Cellophane adhesives, nails, screws, staples, etc., in walls, woodwork or windows is prohibited.
- b) All decorations must be fireproof or of fire-retardant materials.
- c) At no time shall exits be covered or obstructed.
- d) No open flame allowed.
- e) 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.
- f) Birdseed, glitter, rice, confetti, rose petals, etc. are not allowed at the event.

All activity, including set-up and cleanup, must be listed as rental time on the agreement. Rentals **must** stay within the following facility schedule:

	Facility Opens	Event ends, Amplified sound turned off	Clean-up complete, Renters out of facility
Sunday-Thursday	8:30am	9:00pm	10:00pm
Friday-Saturday	8:30am	10:00pm (9:30pm @ Terra Linda Community Center)	11:00pm (10:30pm @ Terra Linda Community Center)

Renter Properties

Any property or temporary fixtures brought to the facility for any event must be pre-approved by the Facilities Supervisor. 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. Nothing may be stored on-site without prior approval of Facility Supervisor.

Security

The City does not generally require security for ongoing rentals, however the Director can make exceptions in writing if they find a credible risk to the health and safety of participants and other facility users.

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 30 days 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. The City reserves the right to cancel or stop an event if alcohol is consumed without meeting these requirements

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 time of the event. The city reserves the right to cancel or stop an event that does not meet exit door clearance requirements.

Service of Food or Beverages

In all facilities, no food items shall be sold to the public, unless approved in advance by the Facilities Supervisor. 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.

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 unless prior arrangements are made with the Facilities Supervisor.

All vendors and caterers must have a current San Rafael business 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 reduction or forfeiture of the deposit. Kitchen must be returned to the same condition in which it was found at beginning of event. Barbecuing requires pre-approval and is restricted to certain areas outside the facility.

Parking

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

Amplified Sound

Renters must bring their own equipment and extension cords. Doors to the room where amplified sound is being played should remain closed throughout the event. Amplified sound should not be audible to facility users in other closed-door rooms within the center and should not disrupt the neighbors. 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.

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.

Photography

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

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 rental.

Exhibit C
CERTIFICATION OF BACKGROUND CHECKS

Instructor/Contractor acknowledges that pursuant to California Public Resources Code §5164 that no employee or volunteer of Instructor may be employed or hold a position having supervisory or disciplinary authority over any person under the age of eighteen (18) if that employee, sub-contractor or volunteer has been convicted of any of various specified offenses¹.

Instructor/Contractor certifies that Instructor/Contractor has asked each person to verify, and has had fingerprints of the persons listed below taken and submitted to the California Department of Justice for verification, that such person has not been convicted of the disqualifying offenses, and that Instructor/Contractor will be notified of any future disqualifying offenses:

Name of Employee, Sub-Contractor or Volunteer	Position	Date of Background Check

Instructor/Contractor further acknowledges that by this Certification of Background Checks, the City of San Rafael will not independently verify the information provided by Instructor; so therefore the Instructor shall indemnify, defend and hold harmless the City, its elected and appointed officials, and its employees from and against any and all claims, loss, liability, costs, including reasonable attorney’s fees, and damages resulting from injury or death to any person arising out of or in connection with the misrepresentation of any information provided herein.

Instructor/Contractor

Full Name, Title

Signature

Date

Company Name (if applicable)

¹ Violations or attempted violations of §§ 220, 261.5, 262, 273a, 273d, or 273.5 of the California Penal Code, or any sex offense listed in § 290 of the Penal Code, except for the offense specified in subdivision (d) of § 243.4 of the Penal Code, within ten (10) years of the date of such person seeking to be employed or serve as a volunteer of Instructor.