



FACILITY RENTAL APPLICATION

San Rafael Community Center - 618 B Street, San Rafael, CA 94901 - (415) 485-3333 - recreation@cityofsanrafael.org
 Terra Linda Community Center - 670 Del Ganado Road San Rafael, CA 94903 - (415) 485-3344 - terralindapool@cityofsanrafael.org
 Albert J. Boro Community Center - 50 Canal Street, San Rafael CA 94901 - (415) 485-3077 - ABC.Counter@cityofsanrafael.org

Please review all rules and regulations in our Rental Information Packet prior to completing this application.
 Return your completed and signed Rental Application to the appropriate Community Center.

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 : _____ **Date of Birth** _____

Designated Event Representative (Person attending the day of event as point of contact for staff, if Rental Applicant will not be present):

Name _____ Phone _____ E-Mail _____

Type of Event (e.g., Wedding, Reception, and Family Reunion; if Party, Celebration, Workshop, etc., please be specific when describing):

Date(s) of Event: _____ **Day (check one):** Mon Tues Wed Thurs Fri Sat Sun

Rental Hours (include set-up & clean-up time): Start of Rental: _____ End of Rental: _____

Start time of event (when guests arrive): _____ **End time of event (when guests leave):** _____

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

PAYMENT INFORMATION FOR DEPOSIT: Accepted forms of payment: **Credit Card** **Cash** **Check** (payable to "City of San Rafael")

When paying by credit card, list appropriate name & phone for staff to call for card details: _____

<p>REQUIRED INFORMATION (check Y or N)</p> <table style="width: 100%;"> <tr> <td>Are you a non- profit organization?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>If YES, Non-profit # _____</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Is the event a fundraiser?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Will you sell any items?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Admission fee/donation requested?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Is the event open to the general public?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Will you have amplified music?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Will alcoholic beverages be served?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Will alcoholic beverages be sold?</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>→If yes, ABC License is required. The license will need to be approved by the Police Department and Community Center before it can be approved by ABC. The approved ABC liquor license needs to be presented 2 weeks before your rental.</p> <p>Insurance (please check one)</p> <p><input type="checkbox"/> Will provide own insurance <input type="checkbox"/> Will purchase insurance through City of San Rafael</p>	Are you a non- profit organization?	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RELEASE AND HOLD HARMLESS AGREEMENT

As an applicant for use of City of San Rafael areas or facilities, I hereby agree to assume all risks for loss, damage, liability, injury, cost or expense that may arise during or be caused in any way by use or occupancy of an area or facility of the City of San Rafael. The applicant, in consideration of the rental aforementioned facilities and equipment, agrees to indemnify and hold harmless, and to release, waive and discharge the City of San Rafael and its officers, employees, agents and volunteers (the "Indemnitees"), from any and all liability for any injury or property damage arising out of or in any way connected with the rental of the facilities and equipment under this contract, including injuries and property damage due to the active or passive negligence of the Indemnitees, excepting only those arising from the sole negligence or willful misconduct of the Indemnitees. I HAVE READ THE ABOVE RELEASE AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT I ASSUME ALL RISKS FOR ANY INJURIES AND PROPERTY DAMAGE SUFFERED.

- I have read the Facility Rental Reservation Policies and Procedures (pages 2-5) and agree to abide by all terms and provisions included therein.
- I have read the Conditions of Use for All Facilities (pages 6-7) and agree to abide by all terms and provisions included therein.
- I understand that the entire deposit will be retained, and the event shut down, if attendance exceeds the amount specified on the application or is in violation of any facility rules or policies.

Applicant Signature _____ Date _____



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 the community centers during hours of operation, provided an event is not in progress. Please call 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 six months in advance for classrooms/clubrooms and up to one year in advance for the following facilities:
 - Albert J Boro Community Center Gymnasium
 - Albert J Boro Community Center Multi-Purpose Room
 - Falkirk Cultural Center
 - San Rafael Community Center Auditorium
 - Terra Linda Community Center Rooms 2-4
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.
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.

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	200
Kitchen	8
Meeting Room	25
Art Room	46 / 30
Teen Lounge	26 / 18

San Rafael Community Center, 618 B Street

Office Hours: Monday-Friday, 8:30am-4:00pm

Phone: (415) 485-3333

Room	Capacity (Assembly/Dining)
Auditorium	400/300
Kitchen	
Clubrooms 2-4	40/25
Clubroom 5	40/25
Lonatese Garden	40/25

Terra Linda Community Center, 670 Del Ganado Road

Phone: (415) 485-3344

Room	Capacity (Assembly/Dining)
Kitchen	
Clubrooms 1-3	40/30

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 (at double the stated hourly rate for staff time), damage to facility or grounds, overtime hours, or additional equipment used during event. Additional charges may be required if damage exceeds deposit amount.
3. The entire deposit will be retained, and event may be shut down, if attendance exceeds the amount specified on the application or is in violation of any facility rules or policies.

If renter believes that a deposit has been reduced or retained unfairly or in error, they may appeal the decision to the Library and Recreation Director. Additional information on the appeals process can be found here: <https://www.cityofsanrafael.org/rental-deposit-appeal/>.

Fees

1. Refer to Facility Reservation Rate sheets for fees.
2. All rental fees are due **6 months** prior to the event or at time of booking if within 6 months.
3. Payments may be in the form of check, cash, or credit card. All checks should be made payable to "City of San Rafael".
4. 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.

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.

1. The certificate of insurance must include endorsements naming "City of San Rafael" as additional insured.
2. Rental insurance certificates must be received by the Library and Recreation Department at least 30 days prior to the event.
3. 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.

COMMUNITY USE MEETING ROOM FEE WAIVER PROGRAM

Based on room availability, the City of San Rafael offers a rental fee waiver for San Rafael-based nonprofits and neighborhood associations whose activity meets the following criteria:

1. Date requested is within 30 calendar days of the proposed rental date.
2. The event is "Free of charge" and there is no fundraising or revenue generation element to the activity.
3. For meeting or community outreach purposes only.
4. Held Monday through Friday, within standard operating hours of the community center. If the requested hours are outside of standard hours, the rental may be subject to additional staffing costs.
5. For meeting rooms only; the fee waiver is not applicable towards the rental of the multipurpose room, auditorium, gymnasium, and/or kitchen.
6. No more than 12 fee-waivers will be granted to one group, per calendar year.

To apply for a fee waiver, prospective renters should contact the staff at the relevant community center to see if their event would be eligible for a fee waiver and space is available. Proof of San Rafael-based non-profit or organizational status is required.

COVID INFORMATION

Renter further acknowledges that the City may be required to institute certain regulations based upon guidance from Federal, State, or Local Public Health Departments relating to the COVID-19 pandemic. Should such guidelines be implemented, the renter agrees to comply with all applicable governmental policies imposed by the City. These practices may include but are not limited to requiring the use of face masks, limiting the number of participants allowed in the facility, prohibiting the consumption of food or beverages, or requiring additional staff/security to enforce regulations. If the renter is unwilling to abide by the additional restrictions as related to COVID-19, the renter will have the option to cancel their reservation and the City will refund any fees received from renter.

In the event that a rental is cancelled for any of the above reasons, a refund of fees paid will constitute the limit of City's liability to renter in connection with the unavailability or change in requirements for use 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.

The renter agrees to waive and release the City, and its officials, employees, volunteers or agents, from any and all claims, causes of action, allegations, or assertions that may arise relating to any person contracting COVID-19, or alleging that a person contracted COVID-19, as a result of the rental.

The renter further agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City, or its officials, employees, volunteers or agents arising from or relating to actual or alleged contracting of COVID-19 infection as a result of the rental, except where caused by the sole negligence or willful misconduct of the City.

CONDITIONS OF USE FOR ALL FACILITIES

1. Care of Facilities/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.

Events **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)

2. Preparation and Clean-up

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 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. 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 application. Users shall supply additional garbage containers (dumpsters) at the user’s own expense at the discretion of Department staff.

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 will be required at all events in which any one of the following is present: admission, alcohol is served or sold, amplified sound, high-risk activities, or parties/special events that take place during non-business hours. 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 time of 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 licenses.

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 pre-approval and is restricted to certain areas outside the facility.

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.

10. 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.

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.



SAN RAFAEL

LIBRARY AND RECREATION

Renter's Name: _____ Type of Event: _____

Day & Date of Rental: _____ Location: _____

EVENING NOISE POLICY:

I understand that one of the conditions of use when renting a City of San Rafael Facility is that all music and activities must end/the events rentals must be cleaned up and out of the facility according to the following schedule:

Community Center	Music & Activities End	Cleaned up/Out of the Facility
Albert J. Boro Community Center	Sun-Thurs 9pm / Fri & Sat 10pm	Sun-Thurs 10pm / Fri & Sat 11pm
San Rafael Community Center	Sun-Thurs 9pm / Fri & Sat 10pm	Sun-Thurs 10pm / Fri & Sat 11pm
Terra Linda Community Center	Sun-Thurs 9pm / Fri & Sat 9:30pm	Sun-Thurs 10pm / Fri & Sat 10:30pm

I agree to adhere to the Facility Attendant's instructions to lower the volume or terminate any music and activities that do not comply with the above restrictions.

I understand that the failure to end the music and/or activities by the specified time and/or lower the volume as requested by the Center Staff will result in a violation of the facility rental contract and result in termination of the rental agreement at that time. The music and/or activities will subsequently be stopped, and the clean-up process will need to begin.

Should the event be terminated early due to a violation of the contract, there will be no refund for unused time, because as the renter I understand this condition of the rental contract. Additionally, should the renter violate the noise policy, the City will retain the rental deposit.

I have read the above, understand and agree to abide by the City's policies and rules regarding the music, noise, and hours of use.

Renter's Signature

Date Signed

City Staff: Name (Print) & Signature

Date Signed



Renter's Name: _____ Type of Event: _____

Day & Date of Rental: _____ Location: _____

ALCOHOL MANAGEMENT POLICY:

The serving and consumption of alcohol must be indicated on the rental application.

Summary of Pertinent California State Laws Regarding Alcohol

1. It is illegal to give, serve, or sell alcoholic beverages to any person under age 21. This law includes parents and other family members of minors.
2. Identification as evidence of age must be issued by a government agency (state or federal).
3. It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person.
4. It is illegal to be intoxicated in public.
5. It is illegal to drive under the influence of alcohol or with a blood alcohol level of .08% or higher.
6. One-day licensed alcohol servers/sellers must be 21 years of age or older.
7. Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.

Responsible Beverage Service Policies and Procedures

1. City of San Rafael facility management reserves the right to withhold the rental deposit and close any event which violates the Alcohol Management Policy or poses an unidentified health or safety risk.
2. If alcoholic beverages are to be sold, the City requires the user to obtain a permit from the State Alcoholic Beverage Control Department. A copy of the permit shall be submitted to the Library and Recreation Department 30 days prior to the event. Necessary licenses to sell alcoholic beverages can be obtained from: **State Alcoholic Beverage Control Board, 50 D Street, Suite 400, Santa Rosa, CA, 95404; Phone: (707) 576-2165; Email: SantaRosa@abc.ca.gov.**
3. Alcoholic beverages will not be promoted in such manner as to encourage over consumption. Self-service bars, drink contests, discounted drinks, and "all you can drink" offers are prohibited.

Service to Minors

1. Proof of age will be required for anyone appearing to be 30 years of age or younger. Age identification must include date of birth, physical description, and photograph. Servers will confirm that the I.D. is that of the presenter.
2. It is recommended that when the majority of event attendees are under age 21 alcoholic beverages not be served.

Food and Beverages Service

1. Admission fees which entitle guests to alcoholic beverages must also entitle guests to food and non-alcoholic beverages.
2. Food will be promoted and available for the duration of any event where alcoholic beverages are sold and served.
3. Non-alcoholic beverages (sodas, juices, water etc.) will be promoted and made available for the duration of any event where alcoholic beverages are sold and served.
4. No alcoholic beverages may be brought into or taken out of the facility by the guests or participants.

Alcoholic beverages may not be consumed in public parks or outside of the rental area.

I understand and agree to abide by the ALCOHOL MANAGEMENT POLICY.

Renter's Signature

Date Signed

City Staff: Name (Print) & Signature

Date Signed