



# ENCINITAS COMMUNITY AND SENIOR CENTER

## WELCOME!

*Whether you are a first-time visitor or a regular guest, we hope that the Encinitas Community and Senior Center will meet the needs for your upcoming event.*

*Included in this packet are important documents and information that you will need for completing the room reservation process. We suggest that you read all enclosures thoroughly. If anything is unclear, or if you have additional questions, please make an appointment to meet with a facility reservation staff member.*

*When you decide on the date for your event, please fill out the **Room Rental Application** form and return it to us in person, by mail or by fax. The deadline for receipt of an application for the Banquet Hall or the Gymnasium is at least 40 days prior to the requested event date. Requests for all other rooms must be submitted at least two (2) weeks prior to the first scheduled event date. Your application will be reviewed to determine room and date availability, and to confirm Group Status and fees.*

*Within two (2) weeks following the submittal date, you will be provided with a **Tentative Permit (DRAFT)** for you to look over. You will also automatically be given an appointment to come into our office to sign the (final) **Firm Permit** and pay the deposit to secure your rental date and room. By signing your Facility Use Permit you declare that you understand and agree to adhere to the regulations and policies of the Center and to indemnify and hold harmless the City of Encinitas.*

*Our Staff looks forward to assisting you. If you would like to schedule a tour of our facility, contact our Center Manager Derrick Monroe at (760) 943-2259.*

*Thank you for choosing the Encinitas Community and Senior Center!*



City of Encinitas  
 Parks and Recreation Department  
 Encinitas Community and Senior Center  
 Phone 760-943-2260 Fax 760-943-2262

## Room Rental Application

Permit # \_\_\_\_\_

**Permittee Applicant:** \_\_\_\_\_  
 (Person Responsible - Private Individual or Representative of the Organization)

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Home: \_\_\_\_\_ Bus: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Organization Name:** \_\_\_\_\_ **Non-Profit:** \_\_\_\_\_ Yes  
 (If Applicable) (Federal/State documentation required)

Street/P.O. Box: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Preferred Contact Person:** \_\_\_\_\_  
 (Enter SAME if same as Permittee)

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Home: \_\_\_\_\_ Bus: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Single Use** Date: 1st Choice: \_\_\_\_\_ **Multiple Use Dates:** \_\_\_\_\_

2nd Choice: \_\_\_\_\_

**Purpose** of Facility Use: \_\_\_\_\_

Answer **YES** if the following are applicable:

Estimated **Attendance:** \_\_\_\_\_

**Alcohol Served:** \_\_\_\_\_

Cost of **Admission:** \_\_\_\_\_

**Alcohol Sold:** \_\_\_\_\_

Actual **Event Time:** \_\_\_\_\_ am/pm (without set-up time)  
 to \_\_\_\_\_ am/pm

**Food Served:** \_\_\_\_\_

**Food Catered:** \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

(Please complete both pages of the application)

## ROOM & EQUIPMENT RENTAL

All rooms require rental in ONE HOUR increments.

Rooms		GROUP (see policy for description)				Cleaning/Damage Deposit		Setup	Room Size		Maximum Occupancy	
NO.	Name	I	II	III	IV		Alcohol	Fees	Dimension	Sq. Feet	Banquet	Theatre
116	Conference B	N/C	\$10	\$30	\$50	\$50	N/A		15' x 21'	315	16	20
117	Dance/Exercise	N/C	\$20	\$60	\$85	\$100	No food or drink		31' x 33'	1020	N/A	N/A
118	Activity Room	N/C	\$15	\$35	\$60	\$100	N/A		26' x 38'	990	40	60
119	Conference A	N/C	\$10	\$30	\$50	\$50	N/A		12' x 21'	260	N/A	12
120	Meeting	N/C	\$15	\$35	\$60	\$100	N/A		20' x 38'	760	45	55
120 A	Meeting A	N/C	\$8	\$17.50	\$30	\$100	N/A		20' x 19'	380	22	27
120 B	Meeting B	N/C	\$8	\$17.50	\$30	\$100	N/A		20' x 19'	380	22	27
140	Arts & Crafts	N/C	\$15	\$35	\$60	\$100	N/A		18' x 29'	520	24	35
140 A	Arts & Crafts A	N/C	\$8	\$17.50	\$30	\$100	N/A		18' x 14'	250	12	15
140 B	Arts & Crafts B	N/C	\$8	\$17.50	\$30	\$100	N/A		18' x 15'	270	12	20

The following rooms require a **TWO (2) HOUR MINIMUM rental reservation time.**

102	Gymnasium	N/C	\$50	\$100	\$125	\$200	No food or drink	\$50	73' x 113'	8250	N/A	*400
102 A	Gymnasium A	N/C	\$25	\$50	\$62.50	\$200	No food or drink	\$25	36.5' X 56.5'	4125	N/A	200
102 B	Gymnasium B	N/C	\$25	\$50	\$62.50	\$200	No food or drink	\$25	36.5' X 56.5'	4125	N/A	200
142	Banquet Hall	N/C	\$60	\$150	\$250	\$200	\$300	\$50	48' x 100'	4800	208	300
142 A	Banquet Hall A	N/C	\$30	\$75	\$125	\$200	\$300	\$25	48' x 50'	2400	104	150
142 B	Banquet Hall B	N/C	\$30	\$75	\$125	\$200	\$300	\$25	48' x 50'	2400	104	150
144	Kitchen **	N/C	\$25	\$35	\$60	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*\* Available only with rental of Banquet Hall.

\* Indicates maximum use of chairs available from Center inventory.

**\$1,000,000 LIABILITY INSURANCE IS REQUIRED FOR ALL RENTALS EXCEPT SEDENTARY MEETINGS.**

Date(s) Time(s) & Room(s) Requested: (Choose from list above) Include time for your Setup and Cleanup

Room	Date	Time from:	To:	Room	Date	Time from:	To:
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

### Indicate Equipment Needed:

	Quantity	Cost		Quantity	Cost
Dance Floor	_____	\$50	60" Round Tables (max. 26)	_____	NC
Stage (4'x8')	_____	\$20	60" x 72" Oval Tables (max. 4)	_____	NC
Gym Floor Cover	_____	\$150	6 Ft. x 28" Rectangular Tables (max. 12)	_____	NC
Overhead Projector	_____	\$15	8 Ft. x 28" Rectangular Tables (max. 12)	_____	NC
LCD Projector	_____	\$15	2' x 4' Rectangular Tables	_____	NC
DVD Player	_____	\$15	Chairs (if Banquet, max. 235)	_____	NC
TV/VCR	_____	\$15	Brass Easel	_____	NC
Boom box w/CD player	_____	NC	Whiteboard	_____	NC
Banquet Sound System	_____	NC	Two-tier Cart	_____	NC
Podium w/mic	_____	NC	Podium (no mic)	_____	NC

# ENCINITAS COMMUNITY AND SENIOR CENTER

## IMPORTANT INFORMATION

- Rooms become “secured” only after the applicant has signed a “Firm” Facility Use Permit and has paid the required Room Rental Security Deposit Fee.
  - Even if you have previously checked with our Staff to find out if your choice of room(s) and date(s) is available, the rental process actually begins only when an official City of Encinitas Room Rental Application is faxed, mailed, or turned in to the Community Center Staff.
  - A Staff member will date and time-stamp your Application when it is received to insure that applications are reviewed in order of receipt.
  - If there is availability for your choice of rooms, you will be notified within two (2) weeks, normally by mail or by fax, to review the “Tentative” Permit (you could consider this stage being “penciled in”). We will also schedule an appointment for you to come in and sign the “Firm” Permit and to pay your deposit or fees in full, whichever is applicable.
- We highly advise that you **read the enclosed Policy document carefully**, as it explains responsibilities regarding the use of the Community and Senior Center under a Facility Use Permit.
- Room rates can vary widely, depending upon the User Classification and the particular room being rented. Rates are binding only as they appear on the “Firm” Facility Use Permit signed by the Permittee and the Center Manager.

**Any rates quoted by Staff prior to signing the “Firm” Facility Use Permit are for general information, and should not be considered final.**

- Liability insurance of \$1,000,000 is required for all events, except for *sedentary meetings*. The City can provide coverage if you are unable to obtain it from a private source. The rates vary and depend upon the type of event and the number of attendees.
- Additional Fees may be charged under various circumstances.
- “General Rules” are listed in the Policy document enclosed. **We highly recommend that you read them carefully.** We also wish to emphasize the following:
  - Be aware of the dates during the year that we are closed, especially if you have “ongoing” events. Be sure to carefully check the reservation dates on your Permit.
  - Rooms must be left clean and in the same condition that they were in before your activity.
  - Open Flame (including candles) is limited.
  - Permit holders may advertise their event in the Center with the Center Manager’s approval.
  - Alcohol is allowed in the Banquet Hall only, and requires additional insurance coverage. Professional Security Services are also required. In addition, a license from the Department of Alcoholic Beverage Control may be required. A separate enclosed sheet explains “Requirements for Obtaining a Liquor License” in detail.
  - No red or purple beverages of any kind are allowed.
  - There are specific “Decorating Guidelines.” Please become familiar with them.
- No food or drinks are allowed in the Gymnasium or the Dance/Exercise Room.
- Banquet Hall rental includes use of the small serving areas between the Main Kitchen and the Banquet Hall. The Permittee is welcome to use ice from the Ice Machine at no additional cost. However, use of the main Kitchen appliances, equipment, or countertops requires a rental minimum of two (2) hours. There is **no freezer** available for public use.

# ENCINITAS COMMUNITY AND SENIOR CENTER

## REQUIREMENTS FOR OBTAINING A LIQUOR LICENSE

- A. Alcohol use by a private party **does not require** a “Liquor License” from the State Department of Alcoholic Beverage Control or the City of Encinitas when the following conditions exist: 1) when there is no payment for contracted vendor services who are providing the alcohol, 2) when there are no donations, fees or charges requested if attending the event, and 3) when the event is not open to the general public.
- B. If a **group is charging for drinks** or is **charging an admission fee** for a dinner that includes alcoholic drinks, then these are considered sales. In these cases, a “Liquor License” is required and normally is issued only to the Non-profit organization renting the facility.
- C. If a group contracts with a **caterer or beverage vendor to supply the alcohol**, then it is the immediate responsibility of such services to obtain a “Liquor License.” This is considered a sale because there is payment for this service by the event holder.
- D. Solicitation of **donations**, selling of **tickets or tokens** of any kind with alcoholic beverages present requires a “Liquor License.”
- E. If a group is required to obtain a “Liquor License” the City will provide the Permittee with a copy of the signed Permit that designates the day, time, and location of the event at which alcohol will be served/sold. The Permittee must then take the City issued Permit to the office of the State Department of Alcoholic Beverage Control, along with the required payment, to obtain a “Liquor License.” Licenses are issued only within 30 days of the event.
- F. The local ABC is located in the North County State Offices Complex at:

334 Via Vera Cruz, Suite 204  
San Marcos, CA 92078  
(760) 471-4237  
Open Monday through Friday from 8 a.m. to 5 p.m.

San Diego offices may be contacted at (619) 525-4064
- G. A copy of the license must be furnished to the City of Encinitas Community Center Staff two (2) weeks prior to the event. On the day of the event, the original copy must be posted in plain public view near the bar where alcohol is being served.
- H. Licenses are applicable only for area(s), date(s), time(s), and person(s) indicated on the Permit.

**CITY OF ENCINITAS**  
**PARKS AND RECREATION**  
**DEPARTMENT**



**ENCINITAS COMMUNITY & SENIOR**  
**CENTER**

**FACILITY USE RESERVATION**  
**AND FEE POLICY**



## ENCINITAS COMMUNITY AND SENIOR CENTER OPERATIONS MANUAL

Policy Title: **COMMUNITY AND SENIOR CENTER FACILITY USE  
RESERVATION AND FEE POLICY**

Approved By: Parks and Recreation Director

Effective

Date: February 1, 2002

Originator: Recreation Services Division

City Council

Approved Date: 01-16-02

Policy Number: CSC 001

Revised Date: 07-01-09

### **I. POLICY STATEMENT**

The Parks and Recreation Department wishes to allow the general public use of the Community and Senior Center in conformance with established procedures and policies to insure proper usage. Any use must be compatible with the established functions and purpose of the facility.

#### **A. Purpose**

To establish a procedure for the facility use of the City's Community and Senior Center.

#### **B. Background**

The Community and Senior Center intends to accommodate a broad range of recreational, cultural, and social activities besides City operated programs. Use by commercial firms will be permitted on a limited basis. Interpretation of the Community and Senior Center Facility Use Reservation and Fee Policy shall be made by the Parks and Recreation Director. Policy modifications may be made from time to time by the Parks and Recreation Director in regards to this policy that do not relate to specific room rental fees and group classifications approved by City Council.

#### **C. Definitions**

**Resident** – An individual, making application for facility use, that resides within the boundaries of the City of Encinitas with zip codes 92024 and 92007. To be considered an Encinitas Resident Group for center facility use at least 51% of the membership must reside within the City limits. Proof of residency may be required.

**Non-resident** – An individual, making application for facility use, which resides outside of the City of Encinitas boundaries. Any group, making application for facility use, comprised of less than 51% of the membership residing within the Encinitas City Limits.

**Non-Profit Recreational, Educational (public), Service/Civic Group** – A community group, making application for facility use, whose primary purpose is service to the community as a whole, where fees are limited to essential expenses and where participation is open to the general public. A non-profit group must have a current approved non-profit status on file with the State of California. Proof of status may be required. Any group without official non-profit status with the State of California will be categorized as a private group for purposes of facility use reservations.

**Non-Profit Special Interest Group** – A group, making application for facility use, whose primary purpose is self-serving and where participation and membership is limited to service special interests. A non-profit group must have a current approved non-profit status on file with the State of California. Proof of non-profit status may be required. Any group without official non-profit status with the State of California will be categorized as a private group for purposes of facility use reservations.

**Private Group** – Individual or group, making application for facility use, which excludes participation by the general public. Any group without official non-profit status.

**Commercial Group** – Any commercial, business firm, organization, individual, making application for facility use, whose primary purpose is a for-profit venture. Includes any business residing within Encinitas City limits and any business physically located outside of the Encinitas City limits. Encinitas Business License may be required where applicable.

## II. METHOD

### A. Facility User Classification

The primary use of the Community and Senior Center will consist of City operated activities, public recreation programs and senior services, and opportunities for community use of facilities by the general public.

The Community and Senior Center will have designated rooms available for use by the general public for facility rental upon space availability. Facility users shall be classified into groups for the purpose of assessing fees and determining scheduling priorities.

**The facility user classifications are as follows:**

<b>GROUP PRIORITY</b>	<b>CLASSIFICATION</b>	<b>EXAMPLE USES</b>
<b>GROUP I</b>	<b>Municipal</b> (i.e. City organized, conducted, and operated programs, meetings and events)	Meetings, workshops, programs, special events, contracted programs and classes, recognition dinners, official activities of City
<b>GROUP II</b>	<b>Resident Recreational, Educational (public) and Service/Civic Non-Profit Community Groups and Public Agencies.</b> (i.e. civic groups, service organizations, public school districts, youth sports groups, senior citizen groups, Foundations, etc., whose purpose and programs are beneficial to the general public)	Social services group meeting, community forums, YMCA, Boys and Girls Club events, Scouts, AARP, DEMA, Chamber of Commerce, Little League, Youth Soccer, Public School events, Service and Social group events and meetings
<b>GROUP III</b>	<b>Resident Private Party and Special Interest Non-Profit Groups</b> (i.e. religious, political groups, private educational organizations, resident private parties, special interest clubs, home owners associations, etc.)	Family events, private parties, class reunions, club meetings, events, conferences, church services, association meetings, wedding receptions, private school functions
<b>GROUP IV</b>	<b>Non-Resident Groups and Commercial Groups</b> (i.e. business organizations, private groups, religious & political organizations, non-profit organizations, special interest clubs, etc.)	Private parties, conferences, meetings, instructional programs, business organization functions, trade shows, company trainings and seminars, fairs and events

### B. Facility User Fees

All fees are charged on a per hour basis. Groups or individuals will be assessed facility use fees in accordance with the established Community and Senior Center Facility Fee Schedule as described in **Attachment A**.

### **III. APPLICATION PROCEDURE**

#### **A. Application Process**

All potential users shall complete a City of Encinitas Community and Senior Center Facility Reservation Application. Applications for use of the Community and Senior Center facilities may be submitted by mail, fax or in-person at the Community and Senior Center located at 1140 Oakcrest Park Drive. Applications will be accepted during regular business hours Monday through Friday 8:00 a.m. to 5:00 p.m. or as otherwise designated. **An application submittal does not constitute acceptance or approval of use.**

Applications will be accepted for specific dates and times. The time requested must include all set-up and clean-up time. Applications must be submitted at least two (2) weeks in advance of the date requested to allow for Permit review, Permit processing, and final fee payment. **Exception:** Applications for use of the banquet hall and gym/auditorium must be submitted at least 40 days in advance to provide time to process insurance documents and receive final fee payment. Advanced scheduling may be accepted up to one (1) year prior to the event date for larger special events.

Applications will be approved for specific rooms, depending on group size, type of activity, and availability. No activity shall be scheduled for more than the maximum occupancy room capacity. Smaller size groups may be assigned to conference rooms for maximum utilization of facilities.

Applications will be reviewed and use will be prioritized. Once dates are approved and booked, the Community Center Manager will assess fees. The applicant will be notified of an appointment scheduled with Center staff to review and confirm the information on the "Tentative" Use Permit. A 50% deposit of the room rental fees will be required at the time of this appointment.

The Permit will then be changed to "Firm" status and must be signed and dated by Permittee. By signing the "Firm" Permit, the Permittee agrees to indemnify and hold harmless the City of Encinitas and agrees that all balances due stated on the Permit must be paid 40 days prior to use of the banquet hall or gym/auditorium and two weeks prior to use of other rooms. Should payment not be received within this time frame the Permit will be null and void. The "Firm" contract must be signed and approved by the Center Manager prior to utilization of the Center.

#### **B. Insurance Requirements**

The City of Encinitas is not liable for accidents, injuries, or loss of individual property in connection with any of its facilities. Depending upon the risk factor of the facility use activity, the City will require liability insurance in an amount of one million dollars (\$1,000,000). Insurance requirements are subject to review by the Risk Manager's Office. Insurance coverage is not required for approved sedentary meetings/seminars/programs.

Insurance can be obtained through applicant's own broker or through Special Events Coverage offered through the City of Encinitas.

1. "Certificate of Insurance" must be submitted for all events requiring liability insurance. The "Certificate of Insurance" must list the City of Encinitas as Additional Insured by Endorsement for a minimum of one million dollars (\$1,000,000) for the specific location and date(s) of the event(s). See 2 and 3 below if alcohol included.

2. Alcohol Insurance – When alcohol is to be served, sold, or is present in open containers at any event, Alcohol Insurance is required. The "Certificate of Insurance" must specifically state "Alcohol Included". Alcohol Insurance may be provided via your own broker or may be purchased through the City, but only in conjunction with the purchase of the City issued \$1,000,000 liability insurance coverage.

3. Alcohol License – If alcohol is being sold or contractually provided (such as by a caterer, beverage vendor or party planner) or admission fees are charged, or donations are solicited, an Alcohol Beverage Control Board (ABC) License will be required. (See "Requirements for Obtaining a Liquor License" information sheet in Facility Use Rental Packet).

#### **C. Refusal or Cancellation of Use by City**

The Center Manager has the right to refuse or cancel any application/permit. The Center Manager will give written or verbal notices of refusal and cancellations with an appropriate explanation. Applications for use may be denied or permits cancelled for the following reasons, including but not limited to:

1. Unsatisfactory prior use.
2. Hazardous and/or unsafe conditions exist.
3. Application submitted less than required advance timeline.
4. Non-payment of fees/deposit before due date.
5. Groups that do not give proper cancellation notice.
6. Facility or staff not available.
7. Insurance or Security requirement not met.

If the City, due to unforeseen circumstances, makes a cancellation because the facility is unusable or unsafe, a full refund shall be made.

#### **D. Cancellation of Use by Permittee and Refund Process**

**A notice of cancellation and request for refund must be received in writing and submitted to the Center Manager.** A refund of remaining fees, if applicable based on procedures listed below, will be mailed to the applicant.

1. Banquet Hall and Gymnasium/Auditorium

- a. When written cancellation notice is received prior to the “Tentative” Use Permit review appointment and prior to collection of any fees, no refund of fees is necessary and no cancellation fee is charged.
- b. When written cancellation notice is received after the “Tentative” Use Permit review appointment and collection of room rental deposit and additional fees, but at least 40 days before the use date, a full refund of the room rental fees and additional fees will be processed minus a \$20 cancellation fee.
- c. When written cancellation notice is received less than 40 days prior to the use date there will be no refund of room rental fees and equipment rental fees. A full refund will be given for set-up fees, cleaning/damage deposit fees, and insurance fees obtained through the City (insurance refund requires approval from Risk Management Office based on timing of cancellation notice).

2. Meeting/Activity/Conference Rooms

- a. When written cancellation notice is received prior to the “Tentative” Use Permit review appointment and prior to collection of any fees, no refund of fees is necessary and no cancellation fee is charged.
- b. When written cancellation notice is received after the “Tentative” Use Permit review appointment and collection of room rental deposit and additional fees, but at least two weeks before the use date, a full refund of the room rental fees will be processed minus a \$20 cancellation fee.
- c. When written cancellation notice is received less than two weeks prior to the use date there will be no refund of room rental fees and equipment rental fees. A full refund will be given for set up fees, cleaning/damage deposit fees and insurance fees obtained through the City (insurance refund requires approval from Risk Management Office based on timing of cancellation notice).

3. Multi-use Permit Dates

- a. Cancellation notice and refund policy per Section D also applies to Use Permits with multi-use dates.

4. No refunds are given for:

- no shows
- changes in equipment orders after the 40 days or two weeks prior to use
- use ends earlier than time defined in Use Permit
- less than required notice per Section III, Item D
- cleaning/damage deposit if facility is not left clean or damage to property has occurred
- unsatisfactory use of facility

**E. Confirmation**

A signed copy of a “**Firm**” Facility Reservation Use Permit by the Center Manager is confirmation of the approved facility use for the requested date. Any final preparation for a program or event is solely the responsibility of the applicant and should not begin until an approved and signed Use Permit is issued.

**F. Changes to Use Permit**

Changes, deletions or additions to Use Permit or room set-up charts require 5 days advanced notice prior to use date or such requests may not be able to be accommodated.

**IV. GENERAL RULES AND CONDITIONS OF USE**

The Parks and Recreation Director or designee has the authority to implement rules and conditions of use that provide for consistent use of facilities but are not limited to the rules and conditions listed below.

Groups using the Center will observe, obey, and comply with all applicable City, County, State and federal laws, rules and regulations.

**A. Rental Hours/Hours of Operation**

Rental of the Community and Senior Center facilities will be during the following regular hours of operation:

**Community Center\***

Monday through Saturday      8:00 a.m. to 9:45 p.m. Facility closes at 10:00 p.m.

Sunday      12:00 p.m. to 4:45 p.m. Facility closes at 5:00 p.m.

**Senior Center\*\***

Monday through Friday      8:00 a.m. to 4:00 p.m.

Saturday and Sunday      Closed

Note: Hours of operation are subject to change by authorization of the Parks and Recreation Director.

\*The facility may be opened for approved special events before and after normal operating hours as early as 7:00 a.m. and remain open Friday and Saturday nights up to 12:00 a.m. midnight (event including clean-up must end by 11:45 p.m.) and Sundays up to 10:00 p.m. (event including clean-up must end by 9:45 p.m.). These approved hours of operation are subject to staff availability and payment of all associated fees for use.

A late fee will be applied to all events that exceed the approved group's ending time.

\*\* Designated Senior Center areas are not available for rentals.

## **B. Closure Dates**

The Community and Senior Center will be closed on the following observed City Holidays.

New Year's Day (January 1)  
Martin Luther King, Jr. Birthday (Third Monday in January)  
Presidents' Day (Third Monday in February)  
Easter Sunday  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Veteran's Day (November 11)  
Thanksgiving (Fourth Thursday in November)  
Day after Thanksgiving  
Christmas Day (December 25)

The Center will be closed at 5:00 p.m. on Christmas Eve and New Year's Eve.

**It is the responsibility of any user group to notify their participants of Center closure dates, and not schedule programs/meetings/events on observed City Holidays. No exceptions will be made to open the Center on these dates.**

## **C. Cleaning/Damage Deposit Procedure**

A refundable deposit shall be required to reserve facilities for events, in order to ensure proper clean up, and to cover repair/replacement costs from breakage, loss, or damage. The deposit will be returned if proper general clean up is completed and the facility is left in satisfactory condition.

When not left in satisfactory condition, the applicant shall be liable for the full cost of materials, labor, replacement, repairs, or damages (over and above the deposited funds) regardless of the amount. Any deposit amount remaining after satisfactory cleaning and any damage repair are complete shall be refunded within 60 days. Staff will determine the appropriate level of payment required based on the nature of the cleaning or damage. Staff will conduct a pre-event and post-event site inspection, and staff's decision will be final.

All groups are responsible for their event clean-up including but not limited to:

1. Cleaning of all equipment used.
2. Cleaning of any chairs, tables, and counter areas used.
3. The kitchen and rooms must be left clean and in the same condition that they were in before the activity.

4. All litter and trash must be picked up and be moved to the exterior trash receptacles.
5. Removal of all personal property, displays and other similar items without damage to the facility.
6. Return and relocation of all equipment used during an event to its original location.
7. No food, drink or gum is permitted in gymnasium/auditorium areas including the mezzanine, stage, and game room.
8. All balloons and decorations are to be removed/discarded.

#### **D. Open Flame**

The use of an open flame is limited to the kitchen or banquet hall area and must be approved in advance by the Center Manager. Strict requirements will be enforced for candleholders:

1. The diameter of the base must be at least one-half the height of the candle.
2. The base must support the light or lamp on the entire perimeter.
3. The globe must be securely attached to the base, and be made of a fire-resistant material.
4. All materials, except the candle itself, shall be noncombustible.
5. No candelabras or hand held candles are permitted.

**No Smoking is permitted inside the facility.** In addition, no smoking is permitted outside the building within 20 feet of main entrances, exits, and operable windows. (California Government Code Section 7596-7598). Smoke from tobacco, cigars etc. shall not be used in areas that drift into the building with the wind.

#### **E. Animals**

Animals are not permitted in the Center unless they are service animals used in aiding an individual or when approved by the Center Manager for a supervised event/presentation/demonstration under the care of a professional animal handler/trainer.

#### **F. Advertising of Event/Facility Use**

**Applicant shall not promote their event with the Center name and address location without a signed, approved "Firm" Use Permit.** Event/meeting/program advertising materials used at the Center (flyers, posters, banners, etc.) shall be submitted to the Center Manager for approval and posting and will be displayed when deemed appropriate by the Center Manager and as space permits. Any items posted or distributed which have not been approved, will be removed and discarded.

## **G. General Solicitation, Selling, Advertising at Center**

No individual or group shall set up or maintain any exhibit, show, pantomime, act, concert, lecture, oration or similar activity on Community and Senior Center property without approval of the Center Manager.

No individual or group shall solicit donations or vend, offer for sale or dispose of any goods or merchandise or similar activities on Community and Senior Center property unless authorized to do so by the Center Manager.

No individual or group shall distribute, circulate, give away or deposit any flyers, circulars, pamphlets, buttons, and advertisements or similar materials on Community and Senior Center property unless authorized by the Center Manager.

No individual or group shall install, place, or hold any banner or signage or similar device on Community and Senior Center property without approval and designated location by the Center Manager.

Notwithstanding the above, any political speech activities or political advertising shall be subject to reasonable time, place and manner restrictions as determined by the Center Manager and authorized by applicable law.

## **H. Multiple Use**

1. The Parks and Recreation Department reserves the right to limit the use of City facilities and number of uses by any one group so that the entire community may make use of the limited facilities available.

2. Multiple and/or repeat reservations of any given group will be contingent upon their appropriate care of the facility and observance of approved rules and regulations.

3. Due to limited availability, and demand for use by City programs and community events the gymnasium/auditorium will not serve as a location for home court games, practices and activities for any non-Parks and Recreation Department, or non-City conducted sports groups, theatrical groups etc.

4. Other than as provided in paragraph 3 and 5, the use of the facility by any organized group or association for operations or activities shall be subject to availability and specific terms and conditions as designated by the City. Due to limited space availability and various community needs, organized groups' or associations' operations or activities on a long-term basis (more than 6 months) shall be prohibited unless authorized by the Center Manager.

5. Groups in Classifications I and II may reserve the facility for monthly or weekly meetings, up to one (1) year. A new application for a Use Permit is required on an annual basis and is to be submitted in November for annual review and approval by the Center Manager for use beginning the following calendar year. An annual Permit does not constitute automatic approval for the following year.

Groups must be in good standing and meet all Center rules and guidelines on a consistent basis.

6. Should a resident group require facility space during the same time as a non-resident group, the non-resident group's Facility Use Permit (excluding one-time events in banquet hall and gym/auditorium) may be canceled with 30 days written notice by the Center Manager.

#### **I. Minors / Supervision of Children**

Groups composed of minors shall be supervised by one adult (21 years of age or older) per each twenty-five (25) juveniles at all times while using the Center. The adult who will be responsible for the activity must make the application for use of the facility. Minors are defined as those under the age of 18, except in the case where alcohol is served, when minors are defined as those under the age of 21.

Parent or designated adult must supervise children under the age of 12 at all times while visiting the Center unless they are under the direct supervision of a class instructor or program leader.

***Children are not allowed to run free around the facility or in the gymnasium/auditorium.***

#### **J. Alcohol Use and Consumption at Center**

An individual shall not transport or consume upon the Community and Senior Center property, including the parking lot, any intoxicating liquors with alcohol content except in the banquet hall. Alcoholic beverages will **only be allowed in the Community Center banquet hall by Use Permit only**. There will be no alcohol beyond this point. Alcohol will not be stored on site except at time of event.

The sale and consumption of alcoholic beverages, (any drink containing any % of alcohol), shall be permitted under the following circumstances:

1. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the State of California Alcohol Beverage Control Department. Any groups using the Center will be solely responsible for obtaining all required permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.

2. Evidence of required permits, licenses and insurance must be provided to the Center Manager at least 40 days prior to the scheduled event date. When alcoholic beverages are being served, the City will require alcohol insurance (See Section III, Item B) and fees (See Attachment A, Section C).

3. Injuries caused to any person as the result of the consumption of alcoholic beverages on City premises, or as the result of alcohol being available on City premises, shall be the sole responsibility of the event sponsor and its representatives.

4. No alcoholic beverages shall be served to any minor person under 21 years of age. **Failure of the event sponsor to comply, monitor, and enforce this law is grounds for terminating the activity and forfeiting the refundable cleaning/damage deposit and all of the room fees which have been paid.**

5. Alcoholic beverages will be removed from the premises immediately following the event or function.

6. Any function where alcoholic beverages are consumed will require a cleaning/damage deposit. (See Cleaning/Damage Deposit Fee, Attachment A, Section B)

7. Any function where alcoholic beverages are consumed shall require City contracted professional security services at group's expense (See Section L) to ensure alcohol consumption is confined to the designated areas and consumed only by individuals 21 years or older.

#### **K. Red Wine, Punch and Beverages**

**Red wine, punch, grape drinks or other red or purple beverages are prohibited in the Center** because of the difficulty of removing stains from carpets, tiles, and furniture caused by these drinks.

#### **L. Security Service Requirements**

City contracted professional security services will be required at activities or events where alcoholic beverages are served and for other events where deemed necessary by the Center Manager. The cost of such service shall be borne by the event applicant and payment must be made when rental fees are due prior to the event. A (4) four-hour minimum charge for fees is required for security services. The number of security personnel to be on-site during rentals is to be determined by the Center Manager or designee.

Any extra law enforcement personnel (Sheriff) needed as a result of this event will be charged to Permittee and full recovery cost will be initiated. The need for additional staffing shall be at the sole discretion of the Sheriff's Department based on calls for service.

Zero Tolerance Rule: Any use of drugs, weapons, or any fighting, or use of profane language or gambling (except approved Bingo) are prohibited and will not be tolerated. If such occurs it will result in immediate shut down of activity rental and will eliminate any opportunity for future use of facility by the Permittee/user group.

#### **M. Damage Responsibility**

The City is not responsible for damage or theft to any equipment or property of caterers, bands, DJs, vendors, or other facility user groups. All facility user groups are solely responsible for the care, safety and security of their own, leased or contracted equipment and supplies.

## **N. Storage**

Due to limited space, there shall be no overnight storage of equipment and supplies for facility user groups.

## **O. Decorations and Signage**

All decorations and signage are the responsibility of facility user groups. Staff reserves the right to request the removal of any decorations that may be considered a fire hazard or which may be damaging to equipment or facility.

The Center Manager has final approval of all interior and exterior decorations and signage of facility users. The design and location shall be presented to the Center Manager as part of the proposed facility reservation application.

### **Decorating Guidelines**

1. All decorating is to be done by patron or hired service.
2. Decorations may consist of balloon bouquets, floral arrangements, freestanding arches, or table top displays.
3. Decorations or signs are not to be tacked, screwed, stapled or nailed to any non-tackable walls, windows, ceilings or fixtures. Only blue painter's tape is allowed for posting or adhering items to non-tackable walls.
4. Birdseed, confetti, glitter, straw, hay, rice, sand and silly string is prohibited inside or outside the building.
5. Clean up of decorations, including retrieving loose balloons from banquet hall and meeting room ceilings, must be done by Permittee following the event during allotted rental time stated on Permit. Any time that exceeds the regularly scheduled contract time will be charged to the Permittee, including staff overtime charges and hourly room rental fee.
6. Please note that there are additional regulations regarding candles/open flame. (See Section D.)
7. At no time shall Fire Exits be covered or obstructed.
8. Balloons must be secured and weighted when utilized in the banquet hall and gymnasium/auditorium. The Permittee must remove balloons immediately following the activity. Balloons are not to be released outside the building. No free-floating balloons are permitted inside the building because of lights, air vents and high ceilings. Failure to remove balloons may result in additional fees charged to the applicant.

## **P. Youth Oriented Activities**

All user groups with a youth oriented event (an event held in honor of a youth) must meet the following requirements:

- Minor/Youth who is guest of honor must be an Encinitas resident. Proof of residency for minor is required during the Facility rental review process.
- No alcohol is allowed.
- Event must end by 10:00 p.m.
- Maximum attendance is 250 people.
- Guest Invitation List must be submitted to Center Manager 5 days prior to event. Individuals not on the list will not be admitted to event. List must not exceed 250 people.\*
- Event must have one (1) security guard per 50 people, plus one (1) security guard to manage invitation list at event entry.\*
- Permittee is required to pay a fee for 2 Sheriff deputies per hour/each for the duration of the event, and Permittee must pay an additional fee for a deputy patrol car for each event.\*
- The City will hire security services, Sheriff deputies, and patrol car. Permittee will be required to pay all fees prior to event.

\*These requirements will be imposed at the discretion of the Department Director or designee based on the nature of the activity/event.

## **Q. Noise Control**

All user groups are responsible for controlling noise that is disturbing to other activities in the building or the surrounding neighborhood. The City's Noise Ordinance must be followed at all times.

Center staff has the right to require groups to reduce their sound/noise level of music or P.A. systems. Doors are to remain closed in banquet hall and gymnasium/auditorium when loud music is being played. Groups that do not comply with this request will have activity shut down and may forfeit any future use of facility.

Bands and loud musical instruments such as drums, trumpets, etc. may only be used in banquet hall or gymnasium/auditorium areas unless otherwise approved by Center Manager.

## **R. City Right To Enter**

Designated Community and Senior Center staff and City officials shall have the right to enter all portions of the Center at all times and occupancies.

**ENCINITAS COMMUNITY AND SENIOR CENTER FACILITY USE  
RESERVATION AND FEE POLICY**

**ATTACHMENT A**

**FACILITY FEE SCHEDULE**

**A. ROOM RENTAL FEE**  
**Per Hour Rate \***

<b>Room</b>	<b>Group I</b>	<b>Group II</b>	<b>Group III</b>	<b>Group IV</b>
Gym/Auditorium	N/C	\$50	\$100	\$125
Gym/Auditorium, A or B	N/C	\$25	\$50	\$62.50
Banquet Hall	N/C	\$60	\$150	\$250
Banquet Hall, A or B	N/C	\$30	\$75	\$125
Kitchen	N/C	\$25	\$35	\$60
Conference	N/C	\$10	\$30	\$50
Meeting, A or B	N/C	\$15/8	\$35/17.50	\$60/30
Activity	N/C	\$15	\$35	\$60
Arts & Crafts, A or B	N/C	\$15/8	\$35/17.50	\$60/30
Dance/Exercise	N/C	\$20	\$60	\$85

**Room Rental Deposit/Fee** – In order to secure a reservation a 50% deposit of room rental fees is required at time of the “Tentative” Use Permit review appointment. Deposit is applied to room rental fee. **All fees must be paid in full prior to using the facility.** Specifically, at least two (2) weeks prior to use for all conference, meeting, activity, dance, arts and craft rooms, and at least 40 days prior to use for the banquet hall and gym/auditorium unless otherwise authorized by the Center Manager.

Collected room rental fees will be deposited into the 146 Recreation Fund Account to be used for the purchase and/or replacement of equipment, furnishings and operational support at/of the Community and Senior Center facility.

The Senior Center game room, computer/library room, small activity room, and the Community Center youth/teen game room are not available for general public reservations. These rooms are for City operated and supervised programs only.

\* One hour minimum charge and payment in one hour increments is required for use of conference, meeting, activity, dance/exercise, arts/crafts rooms. Two-hour minimum charge is required for use of banquet hall, kitchen and gym/auditorium.

**B. CLEANING/DAMAGE DEPOSIT FEES**

Cleaning/Damage deposit fees must be paid in full prior to using facility. Fees are assessed as follows per issued permit:

Cleaning/Damage Deposit - Conference Rooms	\$ 50
Cleaning/Damage Deposit - Meeting, Activity, Craft, Dance Rooms	\$100
Cleaning/Damage Deposit - Non-Alcohol Use – Banquet Hall, Gym	\$200
Cleaning/Damage Deposit - Alcohol Use - Banquet Hall	\$300

The cleaning/damage deposit fees will be deposited into the Recreation 146 Fund account and are refundable upon satisfactory completion of the cleaning approval checklist.

**ENCINITAS COMMUNITY AND SENIOR CENTER FACILITY USE  
RESERVATION AND FEE POLICY**

**ATTACHMENT A (Continued)**

**FACILITY FEE SCHEDULE**

**C. ALCOHOL “LICENSE” FEE**

Permittee is required to pay any ABC licensing fees directly to the Alcohol Beverage Control (ABC) office. A caterer who is serving alcohol probably has paid this fee and received a license. It is the responsibility of the Permittee to confirm compliance of this requirement and provide proof to Center Manager prior to use of the facility.

**D. LIABILITY AND ALCOHOL “INSURANCE” FEE**

All users are required to have liability insurance and alcohol insurance as applicable, except for approved sedentary meetings/seminars/programs. Permittee may provide own Certificate of Insurance with the City listed as an “Additional Insured” by endorsement, or the facility users have the ability to purchase liability insurance and alcohol insurance via the City per the Risk Manager’s Special Event Insurance Premium Policy. FEES MUST BE PAID PRIOR TO USE. Fees vary depending on type of activity and number of participants. The fee structure is on file in the Risk Manager’s Office and Center Manager’s Office and is determined on a case by case basis. These fees will be deposited into an account designated by the Risk Management Office.

**E. FINANCE FEE**

There will be a \$15.00 fee charged for returned checks or any insufficient funds payment. These fees will be deposited into an account designated by the Finance Office.

**F. STAFF FEE**

When Facility Attendants are requested to supervise activities above and beyond normal hours of operation (upon staff availability and approval by the Center Manager) the applicant will be charged a \$20 hourly rate per staff/person utilized for supervision. These fees will be deposited into the 146 Recreation Fund account.

**G. LATE FEE**

When a group is late in leaving the facility above and beyond its listed permit ending time, a late fee will be charged based on the hourly rate per room and the hourly rate for staff. Permittee will be mailed an invoice for late fees, which is payable upon receipt. Payment is required prior to any future use. Failure to pay this fee or repetitive late usage may result in discontinuation of future facility use. These fees will be deposited into the 146 Recreation Fund account.

**H. CANCELLATION FEE**

When a Permittee cancels a Facility Use Permit (as outlined in Section III, Item D), prior to using the facility, the Permittee will be charged a \$20 cancellation fee. These fees will be deposited into the 146 Recreation Fund account.

**ENCINITAS COMMUNITY AND SENIOR CENTER FACILITY USE  
RESERVATION AND FEE POLICY**

**ATTACHMENT A (Continued)**

**FACILITY FEE SCHEDULE**

**I. NO SHOW FEE**

When a user does not show up for use of the facility without prior notice of cancellation (per Section III, Item D) the user will forfeit all rental fees. No refunds will be issued. These fees will be retained in the appropriate designated accounts.

**J. ADDITIONAL FEES**

The Parks and Recreation Director or designee as deemed necessary may set other operational fees. These fees will be deposited into the Recreation 146 Fund account. These fees can include but are not limited to:

- Room set-up fees (when applicant's event requires set-up for tables, chairs and dance floor etc.)
- Equipment rental fees. The Parks and Recreation Department will keep on file a list of equipment available to rent in the facility per use per day. Center equipment will not be rented or loaned for off-site use.
- Carpet cleaning fees. As determined by the Center Manager, a non-refundable cleaning fee for carpet will be charged per event utilizing the Banquet Hall or Room 120 when food and/or drink is served.

**K. FEE PAYMENT**

**ALL FEES MUST BE PAID IN FULL PRIOR TO USING THE FACILITY.** At the authorization of the Center Manager, a payment plan may be established for specified multi-date Contract/Permits.

**ALL FEES SHALL BE PAID BY CHECK, CREDIT CARD (VISA OR MASTERCARD), or MONEY ORDER. NO CASH ACCEPTED.**

CITY OF ENCINITAS  
PARKS AND RECREATION DEPARTMENT

POLICY AND PROCEDURES APPROVAL

Policy Title: Community & Senior Center Facility Use      Policy Number: CSC 001  
Reservation and Fee Policy

Approved By: Parks and Recreation Director

Originator: Recreation Services Division

---

The attached policy is approved for implementation. Any amendment necessary to this policy must be re-submitted for review prior to policy modifications.

PARKS AND RECREATION DIRECTOR

---

Christopher Hazeltine

July 1, 2009  
Revised Approval Date