

Building Information

1. The City of San José (“City”), through the Department of Parks, Recreation and Neighborhood Services (“PRNS”) operates and manages indoor facilities such as community, neighborhood and satellite (general, senior and youth) centers which shall be subject to these rules and regulations.
2. Community Center and neighborhood center facility rooms may be used by groups gathered to conduct social events, organizational or program meetings, discussion groups, panels, conferences, seminars, study groups, planning sessions, and to discuss items of mutual interest or engage in professional development through learning activities.
3. The total capacity of the Okayama Room is 174 people for dining and 200 people for assembly.
4. The total capacity of the Tea House is 120 people.
5. For safety reasons, the room capacity cannot be exceeded. If the event exceeds the room capacity, facility staff and/or police officer(s) have the authority to close down the event before the scheduled ending time.
6. Use of rectangular tables and chairs is included in the rental fee. The use of circular tables (in the Okayama Room) requires an additional fee.
7. The kitchen is for catering and food warming purposes only. **No cooking is allowed on the premises.**
8. Rental rooms are not available for commercial activities unless otherwise authorized by appropriate permit, license, or agreement with the City.
9. The City reserves the right to refuse use of a room for any activity that is deemed in violation of federal, state or local laws, codes or ordinances or for demonstrated past failure of the user to comply with any of the stated rules and regulations or if the proposed activity by its nature, has a higher than normal risk of damage or injury, is hazardous nature, or of a nature which endangers property or which is not in the best interests of the citizens of San José.

Application Procedures and Policies

1. Reservations are made on the basis of availability.
2. Applicants are encouraged to view the facility prior to making a reservation. Call the Leininger Center to schedule an appointment at (408) 794-7275, ext. 0. The room can only be viewed if it is not occupied and during business hours.
3. Reservations must be made in person at Leininger Center: 1300 Senter Rd., San Jose, CA 95112. The office hours are 8:30 a.m. – 4:30 p.m., Monday – Friday (except holidays). Reservations are not accepted by telephone or tentatively held.
4. Reservations may be made up to one (1) year in advance of the desired date. Reservations will not be accepted less than thirty (30) calendar days prior to the desired date unless an exception is made by facility supervisor.
5. All applicants must be at least 18 years old.
6. All groups with non-profit status are required to provide a copy of their IRS determination with their application.
7. Applications for use by youth groups must be signed by an adult. Adult sponsors or chaperones (one adult for each 15 youths) must be present at all youth functions. Additionally, any youth group numbering over fifty (50) individuals taking part in a social event must make arrangements with Leininger Center staff for a uniformed San José police officer(s) to be in attendance.
8. Staff will be assigned on duty throughout the scheduled reservation time. Staff is available to answer questions and enforce rules and policies.

9. The City reserves the right to cancel any use of the facilities or equipment or make other arrangements in emergency situations, unplanned maintenance or in any case as deemed necessary by the City. Every effort will be made to notify user of a cancellation at the earliest possible date. The City will provide a full refund of all fees and deposits paid only in the event of a cancellation by the City.
10. Standing reservations for regularly scheduled events/meetings may be confirmed for a six-month period. New applications must be filed for each period.
11. Dangerous, unlawful or unruly behavior will be reported to the police officer or security guard on duty. If at any time staff feels that the situation is out of control, they will call the San José Police Department to respond to the situation, and you and your guests may be asked to leave.
12. The facility attendant, security guard(s) and/or San Jose Police Officer(s) have the authority to close any event for failure to comply with these rules and regulations herein. Early termination of the event by the facility attendant, security guard(s), or police officer(s) for cause will result in a forfeiture of all fees, deposits, rights and future use of the facility.
13. The applicant or organization granted use is responsible for the reimbursing the City for any additional loss and/or damage to the property caused by such use if the amount is above and beyond the cleaning/damage deposit(s).
14. Permission to use a rental facility is not transferable from one individual or organization to another. The applicant will be held responsible for proper use of the room.
15. Rental rates and policies are subject to change without notice.
16. No verbal agreement for use of facilities shall be made nor in any way binding.

Hours of Use

1. For Okayama Room: Use may begin no earlier than 9:00 a.m. and must conclude no later than midnight. For Tea House: Use may begin no earlier than 9:00 a.m. and must conclude no later than sunset. All dancing and other entertainment must be concluded at least one (1) hour before designated ending time.
2. The facility may be used for a maximum of eight (8) hours. Setup, activity and cleanup must be included in this eight (8) hour period. The eight (8) hours must be on the same day and are consecutive from the time the facility is open for setup to the time it is closed after cleanup, even if you leave and return.
3. Cleanup must be completed and all equipment and persons must be out of the facility by the designated ending time. Staff will remind users to begin cleaning up at least one hour prior to the designated ending time. Bands or DJ's must also cease one hour before designated ending time.
4. Events must end at or before 11:00 p.m., with clean-up completed by midnight. The parking lot must be vacated 15 minutes after the clean-up has been completed, but no later than 12:15 a.m.

Fees and Deposits

1. Rental fees for space and equipment usage shall be charged according to the current City's Fees and Charges Schedule.
2. Where fees apply, 50% of the use fees must be paid at the time of the completed application. The remaining 50% or balance of the use fees and 100% of the cleaning/damage deposits are due thirty (30) days prior to reservation or the reservation shall be deemed cancelled. An official City of San Jose receipt for full payment is the confirmation of booking. Cash, checks, money orders, Visa, MasterCard and Discover are accepted. Please make checks or money orders payable to the *City of San José*.
3. A service charge will be made for all returned checks.
4. If the application is denied, all deposits will be refunded minus the \$60 application fee.
5. If an applicant wishes to extend or change event hours, it must be done no later than fourteen (14) days prior to the event. No additional changes will be granted within fourteen (14) days prior to the event. A change fee of \$20 shall apply to each change (e.g., date, time, or similar details)
6. A fee of **two times** the **hourly** rate or \$25 per hour, whichever is greater, plus staffing fees shall be charged for each hour or fraction of an hour that a group uses a facility beyond its scheduled reservation time. All time exceeded will be charged in one hour increments. Also, if police officer(s) are needed

for security, they will need to stay until the facility is vacated; therefore, the officer(s) will also charge a fee at their current rate.

7. The cleaning/damage deposit(s) is/are refundable if the facility is left in a manner deemed satisfactory by the facility staff. If the cleaning and damage deposits were paid by check or cash, a check will be mailed to the applicant or other party designated by the applicant in 6-8 weeks after the event. If it was charged to your Visa, MasterCard, or Discover, your credit card will be credited one week after your event.

Cancellation and Change Policy

1. In the event a cancellation of a confirmed reservation is required by the applicant, applicant must provide immediate written notification to reserved center of such intent to cancel event. City staff will not be responsible for cancellations made by telephone.
2. Cancellations will only be accepted from applicant. Cancellations will not be accepted from individuals acting on behalf of applicant. Applicant is defined as the individual signing the Facility Use Application.
3. There are no refunds due to inclement weather.
4. Cancellation stipulations:
 - a. If cancellation is made more than ninety (90) days prior to event date, applicant shall be subject to pay a 25% of cancellation fee, less cleaning/damage deposit(s).
 - b. If cancellations are made ninety (90) days to thirty (30) days prior to event, applicant shall be subject to a 50% cancellation fee, less cleaning/damage deposit(s).
 - c. If cancellations are made within thirty (30) days or fewer of event date, applicant shall be subject to a 75% cancellation fee, less cleaning/damage deposit(s).
 - d. If cancellation notice is given less than forty-eight (48) hours of event date, the applicant shall be subject to a 100% cancellation fee, less cleaning/damage deposit(s).
5. A charge of \$20 is made for each change in event details.

Security

1. Events of fifty (50) people or more and/or events serving alcohol require a minimum of one police officer from the San José Police Secondary Employment Unit (SEU).
2. The decision to use and the number of police officer(s) will be at the discretion of facility staff. The officer on duty also has the right to determine if an additional officer(s) is/are required.
3. The number of police officers or security guards will be contingent on the size of the event and expected attendance which is subject to the approval of the Director of Parks, Recreation and Neighborhood Services.
4. Scheduling police officers will be performed by City staff.
5. The police officer(s) are scheduled to be present from the time guests arrive, alcohol is served, or one (1) hour after the rental time begins, whichever is sooner. Alcoholic beverages will not be consumed or poured until the officer(s) arrives on duty.
6. The applicant is responsible to pay the police officer(s) at the current Police Secondary Employment Unit rate. The officer will be paid in full at the **BEGINNING** of the event in the form of cash, money order or cashier's check. **NO PERSONAL CHECKS**. Rates are subject to change without notice.
7. **Applicants are not allowed to provide their own security**

Conditions of Use

1. Use of City meeting rooms must not interfere with the conduct of City business or be unduly disruptive to others present in the building.
2. Groups or individuals may use meeting rooms only for the hours approved. All set-up, deliveries, and clean-up must be accomplished within the reserved time.
3. The facility will not be opened before the time indicated on the contract. If the building is not opened at the time stated in the contract, please call City of San José Communications at (408) 277-8956.

4. The facility will not store or accept any delivered items before the time designated on the contract or after the event. The facility will not be responsible for any lost or stolen items or items left after the event.
5. The group using the room must provide supplies and equipment for serving refreshments.
6. Each meeting room has a standard furniture configuration. The moveable furniture may be rearranged, but must be returned to its original position. Furniture may not be taken outside the meeting room.
7. After the facility has been closed to the public for the day, groups or individuals using meeting rooms are restricted to the meeting room/patio and the designated corridors used to leave the building.
8. Children must not be left unattended on the premises. This includes in the parking lot, patio, park, lobby, or other areas of the facility.
9. The following rules apply to room decorations:
 - a. All decorations must be free standing.
 - b. Decorations are not to be taped, stapled, nailed, tacked or affixed to any portion of the walls, windows, ceilings, vents, doors, trim or any portion of the facility as well as tables and chairs. Tables can be decorated with tablecloths, balloons (non-helium for the Okayama Room), and/or centerpieces.
 - c. Helium balloons are only allowed in the Tea House. All helium balloons must be removed from ceiling after the event. An additional fee will be charged for the removal of each balloon left behind.
 - d. The use of lighted candles, lanterns, burning incense, or open flames of any kind is prohibited. **Exception:** sterno cups used by caterers and birthday candles which are allowed during the duration of the Happy Birthday song.
 - e. Glitter is prohibited.
 - f. Use of ladders or standing on tables and/or chairs is prohibited.
 - g. Exit signs and doorways must be free from obstruction or covering **AT ALL TIMES**.
 - h. Trees or large plants used as decorations must be fire retardant and tagged with an official fire retardant tag (e.g., flammable plants including Christmas Trees, Corn Stalks, Hay Stacks, etc.) issued by the Fire Marshall. If foliage that is not tagged is brought to the facility, it will not be permitted inside the facility.
 - i. The use of a smoke, fog or bubble machine is prohibited.
10. All set-ups for the event must be done on the day of the event within the rental hours. Prior set-up is prohibited.
11. The following rules apply to kitchen usage:
 - a. The facility will not provide utensils, pots and pans.
 - b. The oven, stove, and microwave are available to warm food only. Cooking on site is **NOT** allowed.
 - c. After the event, all counters must be wiped clean. Floors should be free of any spills, waste, and food particles. Stove/ovens/microwaves need to be cleaned.
 - d. Kitchen back door entrance is for the caterer only and should remain closed.
 - e. All caterers will receive instructions on how to use the kitchen by center staff. If caterers do not follow instructions a damage fee will be assessed.
12. Champagne, wine, beer, cider, malt liquor and *sake* are the only alcoholic beverages allowed on the premises. **Alcoholic beverages may not be served to guests under the age of 21.** Failure to comply will result in the closure of the event and the forfeit of all fees, charges, deposits, etc. No sales of alcoholic beverages on the premises. Alcohol is not allowed in the parking lot area.
13. All doors and windows must remain closed due to air conditioning or heating.
14. No smoking on the premises or in any City of San José Park.
15. Rice, confetti or birdseeds may not be thrown on the premises.
16. Parking fees may be charged daily during the summer and holiday seasons, and on weekends during the off seasons. Applicant can pre-pay for guest parking fees if they desire.
17. No ticket/raffle sales, fund raising, or entry fees can be requested at the door or on the premises. No advertising shall be exhibited and no solicitation or sales made in the building or on the grounds.

18. Gambling activities, including raffles, are prohibited at all City facilities.
19. Failure to comply with any of the stated rules and regulations will result in the immediate cancellation of the reservation, and may lead to suspension of meeting room privileges.
20. Any activity in the rental facility that is deemed in violation of federal, state, or local laws, codes, or ordinances is prohibited.
21. The facility attendant on duty, as representative of the Department of Parks, Recreation and Neighborhood Services and the City of San José, has the authority to disperse any group for failure to comply with these rules and regulations, and the group will forfeit all fees, charges, deposits, etc. paid.
22. The organization or individual is responsible for completing within the time specification on the permit, the setting up and taking down of all tables, chairs, decorations and any other preparations and cleanup associated with the activity. This includes vacating the building by all event participants.
23. General clean up is the responsibility of the applicant and is **MANDATORY** in all areas used.
 - a. Applicants are responsible for bringing their own cleaning supplies including garbage bags.
 - b. The facility including restrooms must be cleaned and cleared of all items brought in before vacating.
 - c. Floors need to be free of spills, waste, and food particles.
 - d. It is the responsibility of the user to throw all full garbage bags in the dumpster.
 - e. Decorations need to be removed or thrown away.
 - f. Boxes need to be broken down and put into cardboard recycling.
24. The applicant (or designated agent) will be required to inspect the premises with the facility attendant at the beginning and end of use to determine if the facility is in satisfactory condition and sign an evaluation form. If applicant or agents are not available, facility attendant will determine condition.
25. If the facility is not cleaned by the applicant (or designated agent), the applicant will be held liable for the additional custodial charges which will be deducted from the cleaning/damage deposit(s).
26. Any and all items (dishes, equipment, etc.) brought into the facility by the applicant must be removed at the end of the event. Items cannot be stored onsite.
27. The group representative should inspect the premises with staff at the end of use to determine if cleanup is satisfactory. Satisfactory cleanup of the facility includes: removal of all decorations including tablecloths, balloons, streamers, and signs; removal or cleaning sticky substances from the floor, tables, chairs, kitchen area and bathrooms; all trash must be placed in the dumpster located on the patio. A custodial fee will be deducted from the cleaning and damage deposit for any group leaving the premises in a condition that requires additional clean up by the facility's staff. The City may retain deposits if any party leaves the premises without following the clean up instructions of the facility attendant and will be held liable for additional custodial charges incurred by the City above the initial cleaning and damage deposit. If the facility is not left in a satisfactory condition, the applicant will be charged for the actual cost for cleaning and/or repair whether or not a cleaning/damage deposit was charged.

Liability

1. All groups or individuals using meeting rooms must agree to indemnify, defend, and save harmless the City of San José, its Boards, its Commissions and their respective officers, agents, and employees from and against any and all claims, losses, injuries, suits or judgments arising from, or in connection with the event.
2. Groups or individuals may be required to obtain and maintain insurance against claims for injuries to persons or damage to property that may arise in connection with the event.
3. The applicant is responsible for the cost of repairing damage to equipment, furniture, or the building caused by people in attendance at the event even if the amount exceeds the cleaning/damage deposit(s).
4. The Parks, Recreation and Neighborhood Services Department or the City of San José are not responsible for accident, injury, or loss of individual property. Hold Harmless Agreements must be signed prior to event for each facility use permit.
5. Applicants are responsible for the behavior of all guests. Unruly guest behavior may result in expulsion of the guest(s) and the possible closure of the event.

6. Liability insurance holding the City harmless may be required of groups who are to engage in activities that may be deemed to be of reasonably high risk to participants or spectators.