

PRNS Facility Use
Rules and Regulations
May 2013

Scope

1. City of San Jose (“City”), through the Department of Parks, Recreation and Neighborhood Services (“PRNS”) operated and managed indoor facilities such as community, neighborhood and satellite (general, senior and youth) centers shall be subject to these rules and regulations.

Eligibility

1. Community Center meeting 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.
2. Gymnasium facilities may be used to conduct sporting events, training, or fitness-based activities.
3. 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.
4. The City reserves the right to cancel any use of the facilities or equipment in emergency situations, unplanned maintenance or in any case as deemed necessary by the City. The City will provide a full refund of all fees and deposits paid only in the event of a cancellation by the City.

Reservation Procedures

1. All room reservations require submission of a meeting reservation request form and facility use form. Forms can be obtained at City Community Centers/PRNS Facilities. Completed applications should be submitted at the requested facility. Applicants must be 18 years of age or older.
2. An adult (applicant over the age of 18 years) must sign the facility use form and be responsible for use of any facility by a youth group. Adult sponsors or chaperones must be present at all times during the event. The City standard of no less than 1 adult to 15 youth is required.
3. Room reservations may be made up to one (1) year (365 days) in advance. An initial reservation can be granted for a six-month period. Additional reservations to the same user can be granted at the end of the six-month period if space is available. Each renewal is subject to a review, with priority use given to new users.
4. The applicant will receive notification of approval upon City's receipt of a completed application, application fee, and payment of 50% of user fee and 50% of cleaning damage deposit.
5. Reservations made less than thirty (30) days in advance of the meeting date will be subject to a late application fee in accordance with the City's current Fees and Charges Schedule.
6. All reservations must meet the following criteria:
 - a. Approval of the Recreation Supervisor/Rental Coordinator
 - b. Facility Staff and Security(if necessary) are available for event
 - c. 50% of total payment is due when the application has been submitted
7. It is the applicant's responsibility to read and understand the Facility Use Application contract, the center's operational hours of use, set up and clean up times, and these rules and regulations as well as specific rules pertaining to individual facilities.
8. Staffing needs for each event will be determined by the site Supervisor.

Cancellations

1. In the event a cancellation of a confirmed reservation is required by the applicant, applicant must provide immediate written notification to the site where the original application was filed of such intent to cancel event. City staff will not be responsible for cancellations made by telephone. 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 form.
 - a. If cancellation is made more than sixty (60) days prior to event date, applicant shall be subject to a 25% cancellation fee(s)
 - b. If cancellations are made within sixty (60) days but more than thirty (30) days prior to event, applicant will be subject to a 50 % cancellation fee.
 - c. If cancellations are made within thirty (30) days or fewer of event date, applicant will be subject to a 75% cancellation fee.
 - d. If cancellation notice is given less than forty-eight hours of event date, applicant will be subject to a 100% cancellation fee.

Fees and Deposits

1. Rental fees for space and equipment usage shall be charged according to the current City's Fees and Charges Schedule. The City's Fees and Charges resolution is available at the facility event site.
2. All groups claiming non-profit status are required to provide a copy of their IRS determination with their application.
3. Where fees apply, 50% of the use fee and 50% of the cleaning/damage deposit must be paid at the time of the request. The remaining 50% of the use fee and 50% of the cleaning/damage deposit is 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. If using the City's Recreation E-Commerce system (RECS), the receipt will be automatically generated by the system.
4. If an applicant wishes to extend or change event hours, it must be done no later than fourteen (14) days prior to the event and a charge will be due at such time. No additional changes will be granted within fourteen (14) days prior to the event. A change fee shall apply to each change (e.g., date, time, or similar details) as provided in the current City's Fees and Charges Resolution or other appropriate City document.
5. The facility attendant, security guards (city vendor) and/or San Jose Police Officer(s) have the authority to close any event for failure to comply with these rules and regulations. Early termination of the event by the facility attendant, security guards (city vendor or police officer(s) for cause will result in a forfeiture of all fees, deposits, rights and future use of the facility.
6. A fee of **two times the hourly** rate or \$25 per hour, whichever is greater, 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.
7. A service charge will be made for all returned checks as provided in the City's current Fees and Charges Resolution

8. The cleaning/damage deposit is refundable if the facility is left in a manner deemed satisfactory by the community center staff. If paid by check or cash a check will be mailed to the applicant or other party designated by the applicant in 8-10 weeks after the event.
9. If paid by Credit Card the account will be refunded back and the applicant will be mailed or emailed a credit receipt in 2-3 weeks following the event. 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. City may retain deposits if any party leaves the premises without following clean up instructions of the facility attendant and will be held liable for additional custodial charges incurred by City above the initial damage and cleaning 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 deposits was charged.

Conditions of Use

1. 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.
2. 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
3. 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.
4. Light Refreshments may be served in meeting rooms with the exception of meetings held in the gymnasium. The group using the room must provide supplies and equipment for serving refreshments. The room must be cleaned and cleared of all items brought in before vacating.
5. 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.

6. A/V equipment, Kitchen Equipment, and Sport Equipment may be available for a fee as provided in the current Fees and Charges Resolution. A/V Equipment may only be reserved and operated by City personnel.
7. After the Community Center or facility has been closed to the public for the day, groups or individuals using meeting rooms are restricted to the meeting room, restrooms 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. 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. For those centers located within 100 feet of residential housing events must end at 10:00 p.m. and clean up must be completed by 11:00 p.m. Parking lot must be vacated by 11:15 p.m.
10. For safety reasons, events cannot exceed the room capacity. More attendees than stated maximum occupancy will cause the party to be closed down by the facility attendant and/or San José Police Officer(s).
11. The following rules apply to room decorations:
 - All decorations must be free standing.
 - 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, and/or centerpieces.
 - Helium balloons must be securely anchored and only used in rooms with ceilings lower than 15 feet.
 - 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.
 - The use of lighted candles, lanterns, 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.

- Glitter is prohibited.
- Use of ladders or standing on tables and/or chairs is prohibited.
- Exit signs and doorways must be free from obstruction or covering **AT ALL TIMES**.
- 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.
- The use of a smoke, fog or bubble machine is prohibited.
- The facility **does not** provide storage or accept deliveries the day of the event.
- All set-ups for the event must be done on the day of the event within the rental hours. Prior set-up is prohibited.

12. The following rules apply to Kitchen Usage:

- The facility will not provide utensils, pots and pans, or Refrigerator/Freezer Access.
- The oven and stove are available to warm food only. Cooking on site is **NOT** allowed.
- After the event, all counters must be wiped clean. Floors should be free of any spills, waste, and food particles. Stove/Ovens need to be cleaned.
- Kitchen back door entrance is for the caterer only and should remain closed.
- All caterers will receive instruction on how to use the kitchen by center staff. If caterers do not follow instructions a damage fee will be assessed.

13. General clean up is the responsibility of the applicant and is **MANDATORY** in all areas used.

- Floors need to be free of spills, waste, and food particles.

- It is the responsibility of the user to throw all full garbage bags in the dumpster.
- Decorations need to be removed or thrown away.
- Boxes need to be broken down and put into cardboard recycling.

14. The applicant (or designated agent) will be required to inspect the premises with the PRNS 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.

Prohibitions

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. Meeting rooms are not available for commercial activities unless otherwise authorized by appropriate permit, license, or agreement with the City.
3. The smoking or burning of items (incense, candles (except birthday candles as stated above), etc.) is prohibited.
4. Smoking is not permitted inside City facilities or within 25 feet of the building entrances. Smokers are required to use ashtrays.
5. Hard alcohol is not permitted in City meeting rooms. Beer, wine, sake, and champagne may be allowed at some sites as determined by the Director of Parks, Recreation and Neighborhood Services. A minimum of either one police officer from the San José Police Secondary Employment Unit (SEU) or a security guard (City vendor) may be required for events serving alcohol. The number of peace or security officers 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. SEU officer/security guard hire will be coordinated by City staff. The user is responsible to pay the 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. The police officer/security guard are scheduled to be present from the time the event starts until the end of the event. Alcohol is limited to the room reserved.
6. No alcoholic beverages may be consumed by any individuals less than 21 years of age during any event. Failure to comply will result in the closure of the event and the forfeit of all fees, charges, deposits, etc.
7. All light refreshments consumed by the public are prohibited in the gymnasium with the exception of water.
8. Permission to use a meeting room is not transferable from one individual or organization to another. The applicant will be held responsible for proper use of the room.

9. 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.
10. Any activity in the meeting room that is deemed in violation of federal, state, or local laws, codes, or ordinances is prohibited.
11. Gambling activities, including raffles, are prohibited at all City facilities.

The facility attendant on duty, as representative of the Department of Parks, Recreation and Neighborhood Services, 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.

Liability/Security

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 meeting.
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. Meetings of fifty (50) people or more may be required to have either one or more security guards (City vendor) or police officers from the San José Police Secondary Employment Unit (SEU) on site during their event. If police officers are required for the event, this will be noted on the application at the time of approval and the SEU officers will be scheduled by City staff. The user is responsible to pay the officers at the current rate. Officers 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.
4. The applicant is responsible for the cost of repairing damage to equipment, furniture, or the building caused by people in attendance at the meeting.
5. Applicants are responsible for the behavior of all guests. Unruly guest behavior may result in expulsion of the guest or guests and the possible closure of the event.