



City of Hughson
 7018 Pine St. / P.O. Box 9
 Hughson CA 95326
 Phone:209-883-4054 - Fax:209-883-2638

COMMUNITY SENIOR CENTER APPLICATION FORM
 2307 4th Street - Hughson, CA 95326

Applicant Name: _____

Address: _____ City/State/Zip: _____

Mailing Address (If Different): _____ City/State/Zip: _____

Phone: _____ Alt. Contact: _____ Alt. Phone: _____

E-mail Address: _____

EVENT DATE(S): _____ **Number of Guests:** _____ **Event Hours:** _____

Event Type: _____ **Non-Profit:** Y N

Event Insurance is needed for all events at the Community Senior Center naming CITY OF HUGHSON as Additional Insured & \$1,000,000 policy.

ALCOHOL: Y N SOLD: Y N SERVED: Y N

*NO ALCOHOL is allowed at minor events. Additional Security is required if alcohol will be available at your event.

Classification of Event: General Public Private **Fundraiser:** Y N **Event for Minor:** Y N

Food: Sold Served No Food **Food Prep:** On site Off site

Entertainment: Y N **Entertainment Type:** _____ **Friday Night Set-Up:** Y N

Notes: _____

Rules, Regulations, Waiver and Fees

I _____, hereby confirm and acknowledge that I have fully read the Community/Senior Center Rules, Regulations and Fees, and understand that any violation to these Rules and Regulations is subject to cancellation of the scheduled event and/or forfeiture of the damage deposit.

Communicable Disease Waiver and Release: Undersigned waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the event. Undersigned also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the event, except where caused by the sole negligence or willful misconduct of the City.

I declare the above stated information is true and correct to the best of my knowledge and understand my reservation is subject to cancellation if actual information differs significantly from the above.

 Signature of Applicant _____
 Date

OFFICE USE ONLY

Rental Fee	AMOUNT	DATE PAID/AMT	Cash/CK/CCd	Rec. By	Security & Insurance Contract
In Town	\$500.00				Due Date: _____
Out of Town	\$600.00				Security: <input type="checkbox"/>
Friday Night	\$75.00				Name of Company: _____
Damage Deposit	\$500.00				Occupancy Permit: <input type="checkbox"/>
DD/Mopping	\$330.00				Copy of Insurance: <input type="checkbox"/>

Date Mailed Out: _____
 Check Number: _____
 Date Requested: _____
REFUND STATUS: _____

WAIVER OF LIABILITY AGREEMENT FORM
READ CAREFULLY BEFORE SIGNING

I wish to participate in the _____ and related events and activities scheduled to take place on _____, at _____ located at _____ (the "Event"). In exchange for being allowed to participate in the Event, I, _____, *for himself/herself/itself and for his/her/its heirs, successors, assignees, personal representatives and next of kin ("Releasor")* acknowledge, appreciate, and agree to the following:

INHERENT RISKS, HAZARDS AND DANGERS

_____, WHICH INCLUDES THE USE OF PUBLIC STREETS AND FACILITIES, IS A HAZARDOUS ACTIVITY. RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN _____ (specific activity), INCLUDE, BUT ARE NOT LIMITED TO, DEATH, PHYSICAL TRAUMA, INCLUDING, BUT NOT LIMITED TO, HEAD INJURY, BRAIN DAMAGE AND/OR FACIAL, NECK AND SPINAL FRACTURES, INCLUDING DAMAGE TO THE SPINAL CORD THAT COULD RESULT IN COMPLETE OR PARTIAL PARALYSIS, AMPUTATION, RIB FRACTURES, INCLUDING PUNCTURED LUNGS, SERIOUS INJURY TO VIRTUALLY ALL BONES, JOINTS, MUSCLES AND INTERNAL ORGANS, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, CATCHING AN INFECTIOUS DISEASE (SUCH AS COVID), TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS.

Such risks may arise in an incalculable variety of unforeseeable or foreseeable ways which may include the following: Being hit by a vehicle; Tripping and falling due to the conditions of the streets and routes; Colliding with other participants; Exposure to the reckless actions of other participants and guests who may not have complete control over their actions or knowledge of the risks involved during the Event. Since the Event is outdoors, there is an increased risk of slipping and falling on wet or uneven ground and physical complications associated with weather conditions such as, rain, wind, hail, thunder, lightning, and other forces of the elements (such as electrocution, heat stroke, fainting, collapse, exhaustion or other more serious complications).

Assumption of the Risk and Waiver of Liability Relating to COVID-19

By signing this agreement, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by participating in the above Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the above Event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of ABC employees, volunteers, and program participants and their families.

Therefore:

1. ASSUMPTION OF RISK: Releasor, KNOWINGLY AND FREELY ASSUMES ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF the City of _____, and all municipal agencies, all sponsors, promoters, officials, participating clubs, communities, organizations, friends of the Event, participants, volunteers, vendors, government and public entities (including, without limitation, the various departments of transportation), and each of their respective parents, subsidiaries, affiliates, successors, predecessors, officers, directors, employees, volunteers, agents,

and representatives, including, without limitation, any medical personnel that may provide services during or after the **Event** (“**Released Parties**”) arising out of my participation in the **Event** and related activities, including but not limited to, my use of the **Released Parties’** routes, streets, roads, facilities and equipment. I assume full responsibility for my participation in the **Event**, which leaves me vulnerable to the inherent risks and dangers as set forth above;

2. **WAIVER AND RELEASE.** Releasor hereby **RELEASES AND HOLDS HARMLESS** to the fullest extent permitted by law the **Released Parties** for any and all injury, disability, death, or loss or damage to person or property, arising from my participation in the **Event** and related activities, including my use of the **Released Parties’** equipment or facilities, including any such claims which allege negligent acts or omissions of **Released Parties** to the extent permitted by law;

3. **INDEMNIFICATION.** Releasor hereby voluntarily releases, forever discharges, and agrees to defend, indemnify and hold harmless **Released Parties** from any and all claims, demands, lawsuits or causes of action, which are in any way connected with my participation in the **Event**, related activities, my use of the **Released Parties’** equipment or facilities, including any such claims which allege negligent acts or omissions of **Released Parties** to the extent permitted by law. Should any of the **Released Parties** be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney’s fees and costs myself.

4. **SEVERABILITY.** Releasor expressly agrees that this **Waiver and Release** is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any provision of this **Waiver and Release** shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this **Waiver and Release** and shall not affect the validity and enforceability of any remaining provisions.

5. I attest that I have no known medical conditions and have not used any form of alcohol or drugs (prescription or non-prescription) that could jeopardize my safety, or the safety of others during this **Event**. I should not enter and participate in the **Event** unless I am medically able and properly trained.

6. I agree to abide by all rules, regulations and instructions of the **Event**, as well as all applicable municipal and state laws and regulations.

7. I also acknowledge that it is my responsibility to provide for any medical, disability, or other insurance to mitigate any costs that may be unfortunately incurred as a result of my participation in this **Event**.

8. I give permission to the **Released Parties** for the free use of my name, photograph, voice, or likeness, in any broadcast, telecast, advertising promotion, or other account of the Event or marketing or promotion for future or similar events, and waive any rights of privacy I may have in that regard. I further understand and consent that I will periodically be receiving communications related to my participation in the Event.

9. This **Waiver and Release** shall be interpreted, and the rights of the parties determined under the laws of the State of California. The Stanislaus County Superior Court shall have exclusive jurisdiction for any dispute arising under, or pertaining to, this **Waiver and Release**.

10. The personal information obtained from this **Waiver and Release** will only be used for the purpose of the event mentioned within this **Waiver and Release** and will not be used for any other purposes. The City will not engage in the activity of selling the personal information of those signing the waiver. This **Waiver and Release** will be filed for the duration of the potential claim period estimated at ten years.

11. Each parent or participant must sign this **Waiver and Release** so that the City and/or the organizer have written record that the parents or participants have acknowledged the risks of the activity and their release of liability.

I, THE UNDERSIGNED PARTICIPANT, have carefully read this Assumption of the Risk, Waiver and Release of Liability and fully understand its contents. I am aware that this is a release of liability and a binding contract between myself and the Released Parties, and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Waiver and Release freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

If I am under the age of 18, I understand I MUST have a parent or guardian approve and sign this Waiver and Release on my behalf.

Executed on this ___ day of _____, 20___ in the City of _____, ___

(Participant's Signature)

Print Name

COMPLETE SECTION BELOW ONLY IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18

I represent and warrant that I am the parent or guardian of the above-named participant ("Minor"). I give my approval for the Minor's participation in the **Event**. I assume all risks and hazards incidental to the Minor's participation in the **Event** and I release, absolve, indemnify and agree to hold harmless the **Released Parties** for any claim arising out of an injury to the Minor and from any claims and/or lawsuits, arising out of or connected with the Minor's participation in the **Event**. I consent to the foregoing and grant permission for the Minor to participate in the **Event**. I acknowledge I have carefully read, accepted and agreed to the terms of this Waiver and Release and Assumption of Risk and know and understand the terms in their entirety. The parent/guardian also authorizes Released Parties to obtain medical treatment for my son/daughter as needed and grants access to my child's medical records as necessary.

Executed on this ___ day of _____, 20___ in the City of _____, ___.

Minor's First & Last Name (Printed) _____

Parent's/Guardian's First and Last Name (Printed): _____

Parent/Guardian Name (Signed): _____

OCCUPANCY PERMIT APPLICATION



Applicant Information

Name: _____

Name of Group/Organization: _____

Address: _____ City: _____ Zip: _____

Phone Number: (_____) _____ E-mail: _____

Event Information

Event Type: _____ Event Date: _____

Start Time: _____ am / pm End Time: _____ am / pm Event Location: 2307 4th Street, Hughson Ca 95326

Number of guests: _____ (may not exceed 258)

Does the City of Hughson have a copy of your r liability insurance covering the date(s) of your event? Y / N

OFFICE USE ONLY

Fire Approved Y / N

Signature: _____ Date: _____



City of Hughson

7018 Pine Street • PO Box 9
Hughson CA 95326
Ph. 209-883-4054 • Fax 209-883-2638
www.hughson.org

Facility Rental Procedure

1. Submit proof of Special Event Insurance , naming the **City of Hughson** as “Additional Insured”, in the amount of \$1,000,000.00 with the address of **2307 4th Street Hughson, CA 95326**
2. Security officers may be required at your event, please verify with City staff. Review the list of approved security firms that may be contracted for use at your event. (Reference on the 2nd page) Please be advised you should contact the firms as soon as possible as their schedules may fill up quick.
3. A fully completed application, fees, proof of insurance and security contract must be submitted no later than 30 days prior to your scheduled event to allow for further processing.
4. Should you have any questions regarding the application procedure, please contact the City of Hughson at 209-883-4054

Approved Security Firms

- **Accolade Security, Inc.** (209) 250-1685
2111 Geer Rd #201 Turlock, CA 95382
- **ANI Private Security** (510) 652-6833
400 12th St. Ste. 28 Modesto Ca 95356
- **Aone Security** (209) 252-5832
160 Ironwood Dr Turlock, CA 95380
- **Crimetek Security** (209) 668-6208
3448 N Golden State Blvd Turlock, CA 95382
- **Ontel Private Security** (209) 521-0200
2125 Wylie Dr. Ste. 11 Modesto Ca 95355
- **Quality Security Services** (209) 300-4651
1048 Cypress Hill Ln. Stockton Ca 95206
- **Stevens Protection** (209) 678-5103
23658 4th Ave Stevinson, CA 95374

Any person renting the Hughson Community Senior Center for an event that requires security may contract with the Stanislaus County Sheriff's Department. The process is as follows:

Confer with the Chief of Police Services, who has the ability to prepare a security contract, which will be made pursuant to Government Code Section 53069.8

Chief Fidel Landeros
Hughson Police Services
Office Line: 209-883-4052

CITY OF HUGHSON
COMMUNITY/SENIOR CENTER
2307 4TH STREET
RULES, REGULATIONS AND FEES

The Hughson Community/Senior Center was erected by the City of Hughson, with funding from the State of California Senior Bond Act and through private donations, for the citizens of our community to provide a facility for people to get together through various community and private functions for non-profit purposes and educational projects. Senior Citizens (persons 55 years or older) shall have top priority for use of the facility and no other program will displace a senior activity.

The following rules, regulations and fees have been adopted by the City Council of the City of Hughson, which owns the Community/Senior Center, and has administrative control of its use. The rules shall govern the use of the Community/Senior Center. The City Manager (or his or her designee; all references herein to City Manager include his or her designee) shall oversee administering these rules and regulations. Any deviation from the rules will constitute a violation and the City Manager may deny the renter (person, group, organization) further use of the Center. A decision of the City Manager may be appealed to the City Council by filing a written notice with the City Clerk within ten (10) days of the decision; the City Clerk will set the matter for hearing before the next City Council meeting that is more than ten (10) days from the date of filing the appeal. The decision of the City Council shall be final.

For clarification, the term "Hughson Service Area" as used throughout these rules and regulations shall mean the Hughson mail service boundaries.

1. **Rental Application.** Applications for Center use are available at City Hall, 7018 Pine Street, Hughson, California. Completed and approved applications constitute a legal contract and shall be signed by an individual twenty-one (21) years of age or older who represents the group or organization desiring the use of the building. The individual affixing his or her signature to the application assumes the responsibility and liability for themselves and/or the organization or group he or she represents in the use of the Community/Senior Center. Address and telephone number verification is required of the applicant to the City Staff. Please be prepared to display your current California driver's license. Additional identification may be requested as deemed necessary by the City Staff.
2. **Scheduling Reservations.** Arrangements and scheduling for use of the Community/Senior Center will be made at City Hall, 7018 Pine Street, Hughson, California 95326, phone (209) 883-4054.
3. **Rental Reservations.** A rental reservation is a reservation for a period within operating hours set forth in Section 7. No rental reservation may be for more than one (1) day's full operating hours, and no renter may have more than one (1) rental reservation outstanding at any time, except as may be approved by the City Manager, or is provided by separate agreement (Section 8.H). All rental reservations must be made at least thirty (30) working days prior to the planned activity.

- B. Short-term Meetings/Special Events.** Groups utilizing the facility a maximum of four (4) hours Monday through Thursday. The applicant must live within the Hughson Service Area.
- C. Service Clubs and Fraternal Organizations.** Groups in this category include, but are not limited to, such groups as Rotary Club, 20th Century Club, Odd Fellows, Chamber of Commerce and the Lions Club.
- D. Youth Groups.** Youth groups include, but are not limited to, Boy Scouts, Girl Scouts, 4-H Club, FFA, Youth Center, and similar groups.
- E. Governmental Services.** General services provided by a governmental agency to any or all citizens in the community including, but not limited to, the City, County, Social Security, Veterans, etc.
- F. City of Hughson Sponsored Activities.** Activities of groups and organizations sponsored by the City.
- G. Religious Organizations.** The Center will not be used as a substitute for a church or religious building, not for church or religious services.
- H. Organizations, Groups and City Agreements.** The City, by the City Manager, from time to time, may enter into agreements with organizations and groups for use of the Community/Senior Center. Said agreement may establish rental rates and use of the Center different than the rules of use as established herein, provided that such agreements implement the purpose of the Hughson Community/Senior Center as set forth in the opening paragraph of these Rules. Notwithstanding any other provision of these Rules, the decision by the City Manager to not grant such an agreement may be appealed by any interested party or citizen to the City Council in accordance with the procedure set forth in the second paragraph of the Rules.
- I. Public Dances and/or Concerts.** Professional dances and/or concerts to be held for profit or gain to the band, disc jockey, individual, organization, or club sponsoring a dance or concert which is open to the public and advertised as a public dance.
- J. Non-Profit.** Organization meetings weekends only, three (3) hours only.

All other users, in addition to the rental fee, shall pay a damage deposit and mopping fee totaling \$330.00.

Prior to the next rental time of the facility, an inspection of the building will be made by the City. Any charges for damage, loss, excessive cleaning, or other custodial duty shall be deducted from the damage deposit and withheld by the City. Any costs exceeding the deposit will be billed to the renter. The deposit or balance thereof will be refunded to the person or organization whose name appears on the rental application.

11. Keys. The keys for the facility shall be picked up at City Hall, 7018 Pine Street, Hughson, between 8:00 a.m. and 4:00 p.m. on the last working day before the scheduled rental. Keys should be returned on the next working day following the rental. A damage deposit will not be returned until keys are returned. If keys are lost or not returned within five (5) working days, the renter will be subject to pay a re-key fee for the facility which shall be equal to the actual cost to re-key the facility. The issuance of keys does not authorize early entry. Keys are to be used for the scheduled rental time only and violation of this trust may result in additional rental charges being levied. Duplication of keys is prohibited.

12. Cleanup – Custodial. The City of Hughson offers no custodial services with the rental of the facility. The renter is responsible for cleaning all tables, chairs, other furniture and equipment used; and floors of all rooms.

All equipment shall be cleaned and returned to its proper place by the renter. Tables and chairs must be properly stacked and returned to the storage area and/or placed as they were prior to the renter's activity. All cleaning activities must be completed immediately following the event. If any items are left in the building by renters, 50% of the damage deposit will be forfeited to the City. The building will be inspected at 8:00 a.m. the day following the activity. **Any cleaning that the City has to perform as a result of the renter will be at the renter's expense and deducted from the damage deposit.** All paper products, trash, etc. must be placed in the outside containers located in the alley off the kitchen. Cleaning equipment provided consists of broom and dust pan.

13. Dances – Concerts.

A. Public Dance – Concert. There is a minimum rental fee per day for professional dances and/or concerts to be held at this facility for profit or gain to the band, disc jockey, individual, organization, or club sponsoring a dance or concert which is open to the public and advertised as a public dance (see item 3). A minimum of two (2) Deputies are required, along with a dance permit issued by the Hughson Police Services. Insurance as per Section 16 of these rules and regulations is required. Special attention shall be paid to the maximum room capacity when such an event is considered.

B. Invitational Dances. Any bona fide local community or service organization holding a dance with proceeds going to a local community activity or charity, may sponsor a dance, but attendance must be by written invitation only and the invitation presented at the door.

16. Alcoholic Beverage Curfews.

- A. When alcoholic beverages are served without a fee or charge at a private or invitational function, a curfew hour of 11:00 pm shall be observed. All alcoholic beverages shall be removed from public view and not available for consumptions after 11:00 pm.
- B. Alcoholic beverages for all other functions shall be as per the State of California Alcoholic Beverage Control Board.

Failure to comply with Section 14, 15 and 16 of these rules and regulations will result in law enforcement being notified and dispatched to take appropriate action up to and including terminating the activity.

17. Accidents/Insurance. All renters of the Community/Senior Center will be held liable for any accidents occurring during their usage of the Center. All renters shall have insurance to cover their event.

A Certificate of Insurance with a company approved by the City Attorney evidencing bodily injury liability in the amount of One Million Dollars (\$1,000,000.00) for each person, One Million Dollars (\$1,000,000.00) for each occurrence, and property damage liability coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for each occurrence, naming the City of Hughson as additional insured, shall be filed with the City Clerk at least four (4) weeks prior to the rental period. Failure to provide timely proof of insurance shall result in the cancelation of the reservation.

18. Renter Responsibility for Control of Activity. It shall be the responsibility of the renter to maintain the peace and quiet of the neighborhood. Should the law enforcement be called because of a complaint consisting of, but not limited to:

- A. Excessive/loud noise
- B. Disturbance of neighbors
- C. Fighting
- D. Drinking alcoholic beverages outside the Center
- E. Littering

the renter will be required to pay for all costs involving a response by law enforcement to a complaint. In addition, at the discretion of the City Manager or his/her designee, the City may immediately cancel the event.

19. Parking Lots – Outside Areas. The parking lots and areas immediately surrounding the building are the responsibility of the renter and shall be included in the cleanup.

There are three (3) parking lots available for the use of renters. Parking in the residential areas is discouraged.

Exhibit B

Directions given by the City Manager with respect to the use of the Community/Senior Center, and are not contrary thereto, shall have the same force as these rules and regulations.

CITY OF HUGHSON ORDINANCE 93-02 PROHIBITS SMOKING IN ALL CITY BUILDINGS