

CITY OF HUGHSON  
COMMUNITY/SENIOR CENTER  
2307 4<sup>TH</sup> 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.

A reservation may be made up to eleven (11) months in advance for the activity. Each rental will be regarded as a separate application (see Section 4).

4. **Usage.** Sub-leasing of the Center is prohibited. Notwithstanding any other provision of these Rules, if more than one (1) applicant requests use of the Center for a particular time, and no reservation has yet been made for that time period, a senior group, or group carrying out a senior program, shall have priority over other applicants. In all other situations, the City Manager shall have the sole discretion on determining which applicant shall be granted the reservation.
5. **Payment of Rental Fee, Deposits and Cancellations.** The total rental fee for use of the Community/Senior Center must be paid at the time of the reservation. Remaining fees are due no later than two weeks prior to the scheduled event. If, after all fees are paid and prior to the activity the renter desires to cancel the activity, they must inform the City in writing at least fifteen (15) working days before the scheduled event of their desire to cancel the reservation in order to obtain a full refund of rental fees, less a \$40.00 administrative fee for the cancellation. A cancellation of a reservation with less than fifteen (15) working days' notice will result only one-half (1/2) of the rental fee being refunded.
6. **Use of Facility Prior to Rental Time and Date.** Use of the facility prior to rental time is allowed for a charge of \$75.00 for a three-hour limit. Availability shall be at the discretion of the City to ensure compatibility in bookings.
7. **Rental Times.** Rental of the Hughson Community/Senior Center shall normally be based on the following schedule; each time range is a separate time period.

<b>Monday through Thursday</b>	<b>2:00pm to 12:00am</b>
<b>Friday</b>	<b>2:00pm to 12:00am</b>
<b>Saturday</b>	<b>10:00am to 12:00am</b>
<b>Sunday</b>	<b>10:00am to 12:00am</b>

Activities may not begin earlier or end later than the rental times listed above, unless written approval is given by the City.

8. **Definitions of Renters.** The following definitions will assist the City of Hughson in determining in which category to place potential renters and from that category assign the appropriate rental rate as established under Section 9.
  - A. **Private Groups.** Private groups include functions of private individuals, such as wedding receptions, parties, private or public dances, fund-raising activities of any clubs, organizations, youth groups, or governmental agencies as defined in B, C or D below not opened to the public.

- 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, 20<sup>th</sup> 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.

Exhibit B

**9. Rental Rates.** The following rates are for a full rental time period as described in Section 7. Rentals for less than a full rental time period will be prorated, except that the damage deposit will not be prorated. To confirm reservations, the total amount of rental fee must be paid on the day of application. Damage deposit is due at least four (4) weeks prior to rental date. If the reservation is made after the four-week period prior to rental date, it shall be cash only.

<b>Renter Classification</b>	<b>Weekday Rate (Mon-Thurs)</b>	<b>Weekend Rate (Fri-Sun)</b>	<b>Damage Deposit</b>
<b>A.Private Groups</b>			
Hughson Svc Area	\$150.00	\$500.00	\$500.00
Outside Svc Area	\$175.00	\$600.00	\$500.00
<b>Renter Classification</b>	<b>Weekday Rate (Mon-Thurs)</b>	<b>Weekend Rate (Fri-Sun)</b>	<b>Damage Deposit &amp; Mopping Fee</b>
<b>B. Short-term Meeting/Special Events (Hughson Svc Area)</b>	\$75.00	\$75.00	\$330.00
<b>C.Clubs/Organizations</b>			
Hughson Svc Area	\$125.00	\$150.00	\$330.00
Outside Svc Area	\$150.00	\$200.00	\$330.00
<b>D. Youth Groups</b>			
Hughson Svc Area	\$125.00	\$150.00	\$330.00
Outside Svc Area	\$150.00	\$200.00	\$330.00
<b>E. Governmental Svcs</b>			
City of Hughson	\$0.00	\$0.00	\$0.00
Other Agencies	\$100.00	\$125.00	\$330.00
Hughson Schools	\$75.00	\$100.00	\$330.00
<b>F. City Sponsored Events</b>	\$0.00	\$0.00	\$0.00
<b>G. Religious Events</b>			
Hughson Svc Area	\$125.00	\$150.00	\$330.00
Outside Svc Area	\$150.00	\$200.00	\$330.00
<b>H.City Agreement</b>	<b>AS SPECIFIED</b>	<b>IN INDIVIDUAL</b>	<b>AGREEMENTS</b>
<b>I.Public Dances and/or Concerts</b>	\$750.00	\$750.00	\$500.00
<b>J.Non-profit</b>	\$15.00 per use		\$25.00

**10. Damage Deposit, Mopping Fee and Refund.** For Private Groups, in addition to the regular rental rate, which includes a mopping fee, a damage deposit (\$500.00) will be collected by the City to cover the cost of damage to the facility. The City may call a renter to correct an improper condition to save the renter from being assessed additional fees due to excess cleaning and/or damages incurred. It is suggested that the renter give several phone numbers.

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.

**C. Private Dances.** Private dances which are not open to the public, such as wedding receptions, company parties, etc. may be held providing: (1) no admission charge is made; (2) attendance is by written invitation only and the invitation is presented at the door; and (3) no monies are to be collected.

At invitational and/or private dances or concerts where alcoholic beverages are to be consumed and/or a live band provided, security is required.

**14. Security.** Security will be as per Item 13 for all dances and concerts. Any event where alcoholic beverages are to be served will require security officers. Security for other events may be required, at the discretion of the City of Hughson, and will be based on the type of activity being proposed. Security arrangements shall be made through any of the City of Hughson's approved security firms, which is provided at the time of reservation or Hughson Police Services (209) 883-4052. Approved security must be present for the duration of time the renter's guests, invitees, and all other persons who enter the facility during the rental period, excluding those individuals who remain present after the event has ended to assist in cleaning.

Proof of security must be provided to City Staff at least four (4) weeks prior to the scheduled event. Failure to provide said proof will result in the reservation being canceled.

**15. Alcoholic Beverages.** Alcoholic beverages for private consumption are allowed in this facility with the following exceptions:

1. No alcoholic beverages will be served at any event where the majority of participants are under twenty-one (21) years of age. (Events include birthday parties, youth fund-raising events, teen dances, or any other event in which the majority of the participants are under 21 years of age).
2. Renter shall serve all alcoholic beverages in the bar area, other than wine served at a dinner or buffet which may be placed on the tables.
3. Renter shall do all the serving of alcoholic beverages.
4. Renter shall not carry or allow to be carried any alcoholic beverages in an open container in or out of the building at any time.
5. Renter shall not serve any beverages (alcoholic or non-alcoholic) in glass bottles.
6. No alcoholic beverages are to be consumed outside the building or within any parking lots, streets, or the sidewalks adjacent to the site.
7. For sale of alcoholic beverages in this facility, the renter and/or caterer must secure either, or both, of the following:
  - a. A twenty-four (24) hour on-sale liquor permit issued by the Alcoholic Beverage Control Board of California for the day and place specified.
  - b. A current liquor catering license issued by the Alcoholic Beverage Control Board of California.

**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.

20. **Maximum Capacities.** The number of people that can safely move about as determined by the Fire Chief, shall not be exceeded. Room capacities are posted in each room of the facility.
21. **Occupancy Permit.** If required by state law, the applicant shall be responsible for obtaining an occupancy permit for the activity. This permit is obtained at City Hall, 7018 Pine Street, but must be approved and signed by the Fire Chief. There is no charge for this permit.
22. **Positions of Doors during Activity.** During the entire activity, all doors shall remain closed to ensure noise to surrounding properties is kept to a minimum. Exception: when patio area is being used, the two doors leading to the patio may remain open.
23. **Decorations.** All decorations shall be of fire-retardant material, including table coverings. Nothing may be attached to walls, ceilings or furniture with tacks or staples. Only masking tape may be used on walls, ceilings, doors, and windows. Nothing may be attached to the light fixtures. Grapes and/or berries are not allowed for use in decorating.

The renter is responsible for any damages caused by decorations.

24. **Use of Special Effects.** Smoke screens, smoke bombs or any device to produce smoke is not allowed. If the smoke detectors or smoke alarms go off during an event, the renter shall be responsible for all costs to turn off and reset alarms.
25. **Kitchen.** Use of the kitchen is included in the rental of the Center. The kitchen is not designed for food preparation but is intended for warming and serving of previously cooked foods. There are no cleaning supplies, dishes, silverware, pots, or pans available for use in the kitchen.

In all cases, the kitchen must be cleaned immediately following the activity. Failure to clean the stove, oven, refrigerator, and other appliances shall result in the withholding of the deposit.

26. **Equipment.** Any equipment not under lock and key is available for the renter's use. Any property and/or equipment within the Center shall not be removed from the premises.
27. **Senior Programs.** Notwithstanding any other part of these Rules, no fee (except for damage and key deposit, and those fees and costs set forth in Sections 14 and 17) shall be charged for any rental by a senior group, or any rental made for the purpose of carrying out Senior Programs. The City Manager shall determine whether any proposed renter or rental is by such a group. The previous sentence does not apply to groups or programs having already been determined to have such status prior to July 1, 1998.
28. **All Rules, Regulations and Fees.** The rules and regulations developed by the City of Hughson are designed to protect and preserve the Community/Senior Center so that it can be made available for community and senior oriented social functions. Please do not inconvenience anyone's right to use the building by not carrying out your contractual and civil obligations. All fees, rules and regulations are subject to change without notice.



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**