

UNITED SAMARITANS FOUNDATION COMMUNITY CENTER
2413 3rd Street
RULES, REGULATIONS AND FEES

The Third Street Project is the result of a public/private partnership between United Samaritans Foundation and the City of Hughson. The United Samaritans Foundation Community Center brings together a vision of a community collaborative to provide for a healthy community where each individual and family can prosper. Through the life of this community dream, our community members can begin to develop life skills for the future.

The following rules, regulations, and fees are adopted by the City Council of the City of Hughson, which operate the Community Center, and has administrative control of its use. These rules shall govern the use of the Community Center. The City Manager (all references herein to City Manager include his/her designee) shall be in charge of administering these rules and regulations. Any deviation from the rules will constitute a violation and the City Manager may deny the renter (person, group or 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 of 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 be defined as the Hughson mail service boundaries (95326).

- 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 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 City staff.
- 2. Scheduling Reservations.** Arrangements and scheduling for use of the Community Center will be made through an authorized staff representative at City Hall, 7018 Pine Street, Hughson, California 95326, phone (209) 883-4054.

3. **Single Event Requirement.** A rental reservation is a reservation for a period of time within the operating hours set forth in Section 6. 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 reservations outstanding at any time, except as may be approved by the City Manager, or as provided by separate agreement (Section 8.H). All rental reservations must be made at least five (5) working days prior to the planned activity. Each rental reservation 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) renter shall request use of the Center for a particular time period, and no reservation has yet been made for that time period, a City of Hughson, or United Samaritan Foundation sponsored event shall have priority of use.

5. **Payment of Rental Fee, Deposits, and Cancellations.** ~~The total rental fee for use of the 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, a minimum of fifteen (15) working days before the scheduled event, in order to obtain a full refund of rental fees, less a \$40.00 administrative fee for the cancelation. Failure to give fifteen (15) working days' notice will result in the City retaining one-half (1/2) of the rental fee.

6. **Rental Times.** Rental of the Center shall normally be based on the following schedule.

Monday Through Thursday	*7:00 am to 5:00pm
Monday Through Thursday	5:00pm to 11:00pm
Friday	*7:00 am to 5:00pm
Friday	5:00pm to 11:00pm
Saturday	7:00 am to 11:00pm
Sunday	7:00 am to 11:00pm

Time periods marked with (*) will only be utilized by Renters defined in Section 7.B for a maximum four (4) hour rental.

7. **Definition of Renters.** The following definitions will assist the City of Hughson in determining which category to place potential renters and from that category assign the appropriate rental rate as established under Section

A. **Private Groups.** Private groups include functions of private individuals, such as wedding receptions, parties, not opened to the public, utilizing

the facility Monday through Friday from 5:00 pm to 11:00 pm, and/or Saturday and Sunday from 7:00 am to 11:00 pm.

- B. Short-term Meetings/Special Events.** Groups, as defined in C, D or E below, utilizing the facility a maximum of four (4) hours from 7:00 am to 11:00 PM Monday through Friday.
- C. Service Clubs and Fraternal Organizations.** Groups in this category include, but are not limited to, such groups as the Rotary Club, Sports Organizations, 20th Century Club, Odd Fellows, Fruit and Nut Festival and the Chamber of Commerce.
- D. Youth Groups.** Youth Groups include, but are not limited to, Boy Scouts, Girl Scouts, 4-H Club, FFA, Youth Center Organization 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, State, 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, nor for church or religious services, however it can be used for business, or educational related meetings.
- 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 Center. Said agreement may establish rental rates and use of the Center different than the rules of use as established herein. The decision to grant such an agreement may be appealed by any interested party or citizen to the Council in accordance with the procedure set forth in the second paragraph of these rules.

8. **Rental Rates.** The following rates are for rental time periods as described in Section 6. To confirm reservations, the total amount of rental fee must be paid on the day of application. The damage deposit is due at least two (2) weeks prior to the rental date. If the deposit is made after the two-week period prior to rental date, it shall be cash only.

Exhibit B

Renter Classification	Monday-Friday 7:00am-5:00pm Rental Rate	Monday-Friday 5:00pm-11:00pm Rental Rate	Saturday or Sunday 7:00am-11:00pm Rental Rate	Damage Deposit
A. Private Groups				
Hughson Svc Area	N/A	\$200.00	\$300.00	\$500.00
Outside Svc Area	N/A	\$300.00	\$400.00	\$500.00
B. Short-term Meeting/Special Events (Minimum of 4 hours Monday - Friday)				
Hughson Svc Area	\$25.00	\$25.00	\$300.00	\$500.00
Outside Svc Area	\$35.00	\$35.00	\$400.00	\$500.00
C. City -sponsored Event	\$0.00	\$0.00	\$0.00	\$0.00
D. United Samaritan Foundation Sponsored Event	\$0.00	\$0.00	\$0.00	\$0.00
City Agreement	AS SPECIFIED	IN INDIVIDUAL	AGREEMENTS	

9. Damage Deposit and Refund. In addition to the regular rental rate, a damage deposit will be collected by the City to cover the cost of breakage, loss, or excessive custodial time. The City may call a renter to correct an improper condition to save the renter from being assessed a custodial fee. It is suggested that the renter give several phone numbers.

Prior to the next rental time of the building, a check of the building will be made by the City. Any charges for breakage, loss, excessive cleaning, or other custodial duty shall be deducted from the 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.

10. Keys. The keys for the facility shall be picked up at City Hall, 7018 Pine Street, Hughson, between 8:00 am and 4:00pm on the last working day before the scheduled rental. Keys should be returned on the next working day following the rental. 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 Center which shall be equal to the actual cost to re-key the facility.

The issuance of the 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.**

11. Cleanup – Custodial. For Private Groups, and weekend use, a cleaning fee of One Hundred Forty-Five Dollars (\$145.00) is included in the rental fee for the Center. The renter is responsible for cleaning all tables, and chairs. 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. The building will be inspected at 8:00 am the day following.

12. Alcoholic Beverages. Alcoholic beverages for private consumption are allowed in the Center 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.
2. Renter shall not allow any alcoholic beverages in an open container in or out of the building at any time.
3. No alcoholic beverages are to be consumed outside the building or within any parking lots, or streets.
4. 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.
5. Violation of any of the above will result in the activity being closed down.
6. A curfew hour of 11:00 PM shall be observed. All alcoholic beverages shall be removed from public view and not available for consumption at least 30 mins prior to the scheduled "end" time of the event.

13. Security. 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 prior to the scheduled event. Failure to provide said proof will result in the reservation being canceled.

14. Accidents/Insurance. All renters of the 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) for each person, One Million Dollars (\$1,000,000) for each occurrence, and property damage liability coverage in the amount of One Hundred Thousand Dollars (\$100,000) for each occurrence, naming the City of Hughson and the United Samaritan Foundation as additional insured, shall be filed with the City Clerk. Failure to provide timely proof of insurance shall result in the cancellation of the reservation.

15. Rental Responsibility for Control of Activity. It shall be the responsibility of the renter to maintain the peace and quiet of the neighborhood. Should the police 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 shall be required to pay a service fee in addition to previously paid fees for all costs involving a response to a complaint. This may also result in an immediate canceling of the event with violators subject to arrest and/or citation.

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

17. 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.

18. Occupancy Permit. It is required by state law, that 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.

19. 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.

20. 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 light fixtures. Grapes and/or berries are not allowed for use in decorating.

Additional equipment to be brought in must be approved by the City Manager.

The renter is responsible for any damage caused by decorations.

21. Use of Special Effects. Smoke screens, smoke bombs or any device to produce smoke is not allowed. If the renters set off the smoke detectors or smoke alarms, they shall be responsible for all costs to turn off and reset alarms.

22. All Rules, Regulations and Fees. The rules and regulations developed by the City of Hughson are designed to protect and preserve the United Samaritans Foundation Community Center so that it can be made available for community. Please do not inconvenience other'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.

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

**CITY OF HUGHSON MUNICIPAL CODE SECTION 8.24.040 PROHIBITS SMOKING
IN ALL PUBLIC BUILDINGS**