

**CITY OF PATTERSON
RECREATION & COMMUNITY
SERVICES DEPARTMENT**

FACILITY USE POLICIES & PROCEDURES



**HAMMON SENIOR CENTER
1033 W. LAS PALMAS AVE.
PATTERSON, CA 95363
(209) 895-8180**

CITY COUNCIL FINAL APPROVED DECEMBER 1, 2009

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I. DESCRIPTION OF FACILITY

The Hammon Senior Center is a one-story facility centrally located in Patterson. The 8,465 square foot modern space was designed to accommodate the needs of Patterson's Senior Citizens. Additionally it will be available for community events with an exercise room, arts and crafts room, kitchen and dining room.

All rooms listed are for multi-purpose use:

A. Dining Room – 1585 sq ft

1. Dining Capacity: 84
2. Assembly Capacity: 228
3. Amenities:
DVD/Flat Screen TV's: 2
PA system
Chairs: 84
Round Tables: 12
Rectangle Tables: 9

B. Arts & Crafts Room – 728 sq ft No Food Allowed

1. Seating Capacity: 48
 2. Assembly Capacity: 57
- Amenities:
DVD/Flat Screen TV: 1
PA system
Whiteboard & Sinks
Chairs: 38
Rectangle Tables: 6

C. Exercise Room – 1042 sq ft No Food Allowed

1. Seating Capacity: 50
2. Assembly Capacity: 80
3. Amenities:
DVD/VHS/Flat Screen TV's: 2
PA system
Chairs: 24
Whiteboard & Sink

D. Kitchen – 313 sq ft

1. Capacity: 2
2. Amenities: Refrigerator, microwave oven, 4 burner stove with griddle and oven, warming trays, warming ovens, ice machine, dishwasher and sink.

E. Courtyard - Side courtyard, accessible from the Center and Tilton Park.

F. Restrooms – Multi-stalled men's and women's located in the mid-section of the building and one unisex restroom near the dining room.

G. Lounge Room

No Food Allowed

1. Seating Capacity: 20
TV/DVD: 1
Large Cushioned Chairs: 10

H. Pool Room

No Food Allowed

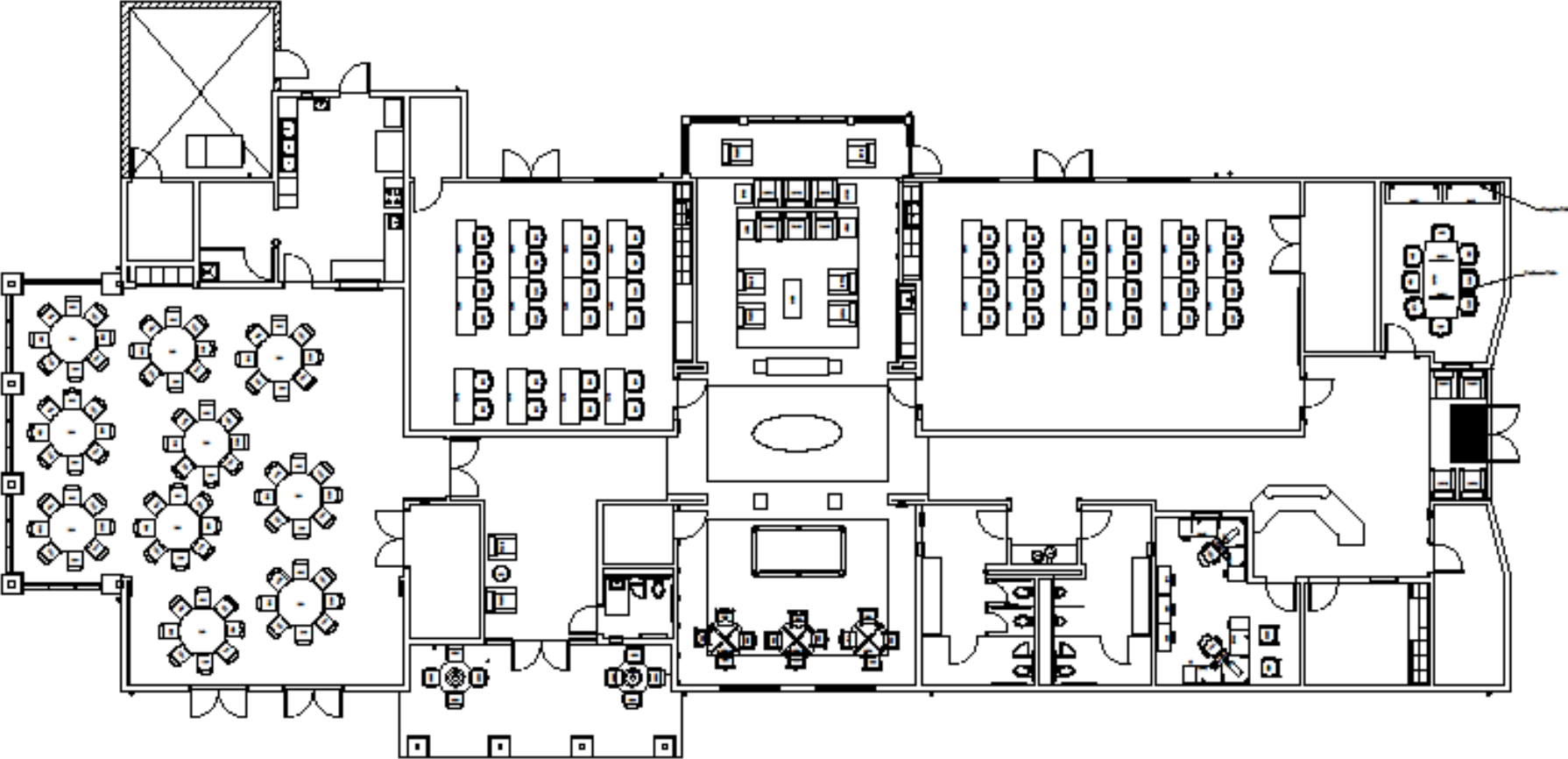
1. Seating Capacity: 12
2. Amenities:
Pool Table
DVD/TV: 1
Round Tables: 2
Chairs: 8
Large Cushioned Chairs: 5

I. Lounge Room Near Unisex Restroom No Food Allowed

1. Seating Capacity: 4
2. Amenities:
Large Cushioned Chairs: 4
Side Tables: 2

**** If additional parking is needed, vacant land near Ward Ave., closest to parking lot, will handle overflow. ****

HSC FLOOR PLAN



II. THE USE POLICY PURPOSE

The purpose of this Use Policy is to ensure that the Center is operated in a manner that best serves the residents of the City of Patterson, granting fair and equitable use for meetings, activities, and social events. Fees charged for the use of the facility will be used for ongoing maintenance and operational costs of the facility. The Recreation & Community Services Director has the discretion to make operational policy changes while policy changes pertaining to the fees will be reviewed and recommended by the Recreation & Community Services Department and then submitted to the City Council.

III. Hours of Operation

A. Center hours of operation:

- | | | |
|--------------------|-----------------------|---------------------------------------|
| 1. Monday - Friday | 8:00am – 3:00pm | 3:30pm – 9:00pm Available for rentals |
| 2. Saturday | Available for Rentals | 8:00am- 12:00am |
| 3. Sunday | Available for Rentals | 8:00am- 12:00am |

B. Facilities will not be available for reservations on these major Holidays: Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Day After, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day.

C. **Reservations for events will only be made based on hourly increments.**

IV. APPLICATION PROCEDURES

A. Making a Reservation

1. All applicants must complete a City of Patterson Rental Application and pay all applicable deposits when submitting a reservation. **The applicant must be present throughout the entire rental process and event. The applicant shall be the main contact for city staff and will be held responsible for any damages incurred or missing equipment/supplies.**
2. Applications need to be accompanied by a refundable damage/security deposit, and fees per the attached Fee Schedule. Proof of liability insurance consistent with the provisions of this use policy is required at the time of the walkthrough.
3. An individual or representative of a group may inquire about the availability of a specific room, date and time as well as rental rates by telephone or in-person at the Hammon Senior Center during regular business hours. An available date cannot be held for possible use by making an inquiry. Walkthroughs will be scheduled after 3:00pm.
4. An individual or representative of a group can hold a date for possible use by making an appointment with staff to submit a written application, to sign the contract and to pay the required deposit for a specific room, date and time.
5. Upon approval of an application, a facility rental permit will be issued authorizing the requested use of the Center facility. Applicants shall not transfer, assign, or sublet use of the Center or apply for use on behalf of another person or organization.

B. Denial of Reservations

1. Use may be denied for the following reasons:

- a. The Center is physically incapable of accommodating the proposed activity by reason of the nature of the activity or the number of people estimated to be in attendance
 - b. The user has failed to demonstrate their ability to provide adequate security to ensure that the event is conducted in a safe manner.
 - c. The applicant has failed to agree to comply with all of the conditions of this Use Policy or those set forth in the facility use permit.
 - d. The activity is likely to cause physical damage to the Center or equipment.
 - e. Conditions for the issuance of a facility use permit have not been fulfilled.
 - f. Any law or regulation is violated by an intended use.
 - g. Another event is already scheduled on the requested date.
 - h. The applicant previously used the facility and failed to comply with applicable rules or conditions.
 - i. The applicant has twice before cancelled a scheduled event in the facility without prior notice.
2. If at any time prior to or during the scheduled event the applicant/user is not in compliance with the policies and regulations stated in this Use Policy or the conditions of the facility use permit, and after notice of noncompliance, has failed or refused to comply (or compliance is no longer possible), the City, acting by and through the Recreation & Community Services Director or his/her designee, may cancel the reservation or terminate the event. Under those circumstances, no deposits and/or fee(s) previously paid by the applicant shall be returned.
 3. The City reserves the right to cancel a permit issued for any event or activity as deemed necessary. In the event of such a cancellation, notice shall be given as far in advance as possible and a full refund will be issued.

V. LIABILITY AND INSURANCE

A. Insurance

1. All users of the facility shall procure and maintain, at their own expense and for the duration of the event covered, comprehensive general liability and property damage liability insurance, against all claims for injuries against persons or damages to property which may arise from or in connection with the use of the facility by the user, its agents, representatives or employees in the amount of one million dollars (\$1,000,000.00) per occurrence & two million dollars (\$2,000,000) aggregate. If alcohol use is permitted the minimum is two million (\$2,000,000) per occurrence & four million (\$4,000,000) aggregate.

B. Insurance Requirements

1. All of user's insurance shall:
 - a. Name the City of Patterson, its employees, officials, agents, (collectively herein after "City and City personnel") as additional or co-insured on an endorsement.
 - b. Contain no special limitations on the scope of protection afforded to City and City Personnel
 - c. Be the primary insurance and any insurance or self-insurance maintained by City or City personnel shall be in excess of the user's insurance and shall not contribute to it.
 - d. Shall be "date of occurrence" rather than "claims made" insurance
 - e. Shall apply separately to each insured against the limits of the insurer's liability
 - f. Shall be written by insurance companies qualified to do business in California and rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VIII or better, unless such rating qualifications are waived by the City's Human Resource Manager due to unique circumstances.
 - g. The applicant's policy must include a 30-day written cancellation notice.

C. Certificate of Insurance

1. The City of Patterson requires the following information on all certificates and/or additional insured endorsements:
 - a. Wording must read exactly, with no exceptions accepted: "Additional Insured: City of Patterson, officials, employees, and agents." The primary user **MUST** be the one named on the insurance certificate. If for any reason this is not the case, the insurance will not be accepted.
 - b. Additional insured endorsements must accompany the Certificate of Insurance and indicate policy number, date, name of insurance company and name of "insured".
 - c. Certificate must be an original. No copies will be accepted.
 - d. The Certificate of Insurance must be filed with the Recreation & Community Services Department no later than the date of final payment or fifteen (15) days prior to the event, whichever is earlier. If a certificate is not on file by this date the reservation will be subject to cancellation.

D. Indemnification Clause

1. To the full extent permitted by law, user shall defend, indemnify and hold harmless the City, its officials, employees and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the use of facility by user. All obligations under this provision are to be paid by the user as they are incurred by the City.

VI. GENERAL OPERATING REGULATIONS

A. Renter Responsibilities

1. **Supervision**- Supervision by Center staff is necessary for the public's safety and well-being. Center staff shall be responsible for and have complete authority over the facility being used, and all equipment, participants, and activities. The staff shall have authority to request changes in activities or the cessation of activities. Users must comply with these requests and instructions. Staff shall be responsible for enforcement of all policies, rules, and regulations. The Center staff shall have the authority to deny or terminate the use of the facility if a determination is made by Center staff that the use does not conform to the requirements of Center use policies and regulations and/or may cause damage to the facility. Additionally, the City reserves the right to require security whenever it deems it appropriate.
2. **Damage** - In the event of damage, destruction or defacement, the user shall be liable for all expenses required to repair, restore or replace the facility, its furnishing, or equipment to its original condition.
3. **Mandatory Cleanup** - Cleanup is the user's responsibility. This includes the wiping of table tops, ensuring chairs are clean, removing and disposing of all trash into proper receptacles, wiping of counter tops and kitchen equipment, cleaning up all spillage in refrigerators/freezers, ovens, and removal of all user-owned or leased (non-City owned) items. At this time all personal/rental items must be removed from the facility. Storage is **NOT** provided at the Hammon Senior Center. Requests for alternate hours require special written approval and may be subject to additional fees.

4. **Event Closing Time** – The facility will be clean and ready for a walk thru by no later than 11:59 pm unless special permission is given by the Recreation & Community Services Director or assigned staff. If the event exceeds the reservation end time a usage fee of \$100 every half hour will be taken from the Damage/Security Deposit.
5. **Supervision of Minors** - Youth events shall be supervised by one adult for every twelve (12) minors. Events specifically geared to minors will be required to have security guards present during the event and cleanup and are **NOT** permitted to have alcohol.
6. **Decorations** - Decorations require prior approval by the Center staff. No signs or decorations are to be nailed to walls, windows, ceilings, or drapes. Decorations must be fireproof. Patio decorations must have prior approval. No rice, bird seed, confetti, or other similar items shall be thrown in or around the facility. Balloons must be secured and not released. Metallic ribbons may not be attached to balloons. A fee will be assessed if facility janitorial staff has to retrieve released balloons. **No decorations can be adhered to the walls or ceiling.**
7. **Room Setup**- Rooms are set-up as-is. The user will have access to tables and chairs and may arrange them as they need to. The user must return the room to its original arrangement.

B. Refunds and Cancellation

1. Cancellation Policy for the Assembly Rooms

- a. A group may cancel their reservation thirty (30) calendar days prior to the reservation, with a refund less a \$30.00 administration fee.
- b. A cancellation fee based upon 50% of all fees will be assessed if cancellation is made after 30 days.
- c. In the event the permittee fails to appear for the scheduled use or cancels with less than 5 business days' notice, no refunds of fees will be given.
- d. A full refund or new reservation will be given due to cancellation caused by the City of Patterson.

2. Refund of Damage/Security Deposits

- a. Security and cleaning deposits shall be refunded if proper cleanup is completed and no breakage or damage has occurred. This determination will be made by the Center staff.
- b. The user shall be required to pay the full cost of breakage or damage (over and above the deposited funds), regardless of the amount. If damage occurs and it is less than the deposit, the difference shall be refunded.
- c. Refunds will be mailed two (2) to four (4) weeks after the event.
- d. Revocation for Violation - Reservations may be cancelled **OR DEPOSIT MAY BE HELD** at any time by the Recreation & Community Services Department if there has been a violation of applicable rules or conditions of the facility use permit.

C. Security

1. A California State Licensed/Certified Security Company or Guard shall provide security for the event. The company shall be licensed to do business in the City of Patterson. However, renters will pay all fees associated with obtaining security.
2. All security guards shall be licensed, as provisioned by California State Statute.
3. All Security guard applicants shall meet the application requirements by the Department of Consumer Affairs for a guard card/license.
4. Upon receipt of guard card, a copy of the guard card shall be furnished to the Patterson Police Department.
5. All security guards currently employed and new hires shall have 60 days to come into compliance with the guard card requirements through the State.
6. **There shall be at least one (1) security officer stationed at the entrance of the facility during hours of the event.** This officer shall keep count of the patrons entering and leaving the event by use of two mechanical counting devices, one for those entering and one for those patrons exiting and made available for inspection by the police department upon demand.
7. **There shall be at least (1) uniformed security guard on duty to patrol the outside of the premises including, but not limited to, the vacant lot to the south and surrounding parking areas during hours of the event.** The guard is not to be counted as a bouncer or doormen or the minimum ratio of security personnel.
8. All private security guards and security staff/bouncers shall be dressed in light colored (white, yellow, tan or light gray) shirts and outer layering with the following on the back of the shirts or outer layer, in black or dark blue lettering: 'SECURITY'. Only black or blue lettering is permitted and no smaller than 4 inches in height. Lettering must be monogrammed, embroidered or silk-screened. The front of the shirts shall also display the name of the security company and/or the club name and 'SECURITY' in smaller, visible print. Dark colored pants are acceptable.
9. Additional security may be required for per the Chief of Police.
10. Occupancy for the premises shall be posted above the main entrance, visible to the public and also posted above all bar locations within the establishment.
11. At no time shall the occupancy exceed the rated number posted for occupancy. If it is determined that the premise is over their posted occupancy, the Police Department shall have the authority to restrict further entrance of patrons until the facility has abated their occupancy issue.
12. Entertainment provided by the renter shall not be audible beyond the entertainment venue under the control of the renter.

13. The renter is responsible for the orderly disbursement of all patrons upon closing and within thirty (30) minutes following to the events' ending time.
14. Security staff will remain on the premises until all patrons have left the vicinity of the premises when the event closes, and shall discourage any loitering in the parking areas around the facility during and at the close of the event.

D. Catering/Kitchen Policies

1. Kitchen Facilities Use

- a. Use of the kitchen is open to all caterers, organizations, and private parties. Use of the kitchen must be requested at time of application. The fee for use of the Catering kitchen is stated on the Fee Schedule. Available equipment includes a refrigerator, microwave oven, steam, warming top, banquet catering cart, warming ovens, dishwasher, ice machine and sinks. Center staff will dispose of any perishables not removed after the event cleanup.

2. Catering Policies

- a. The kitchen can only be rented in conjunction with an assembly room rental. Any party or caterer that intends to use the kitchen must go through a training process to ensure that no damage will be incurred to either the facility or the user. Caterers also have the option of joining our Approved Caterer's List.

E. Alcohol & Tobacco

1. Use and Service of Alcohol - The use of alcohol in the Center is granted by written permission in advance and must comply with applicable law and the provisions of this Use Policy. Failure to comply with any regulations will result in immediate revocation of the permission to use alcohol and termination of the event. Additional regulations and specifications may be required in the facility use permit for any event.
 - a. "Alcohol use" refers to any beverage that contains any amount of alcohol.
 - b. Security is required to be present at all events at which alcohol is served.
 - c. Alcohol shall not be served to those 20 years old or younger. **Alcohol will NOT be permitted at youth orientated events, which include but are not limited to birthday parties, graduations, baptisms, and christenings.** The user's failure to comply, monitor and enforce this provision is grounds for terminating the activity immediately and forfeiture of the refundable deposits and all of the room fees. We recommend invitation only for youth events.
 - d. No guest may bring in alcohol. Host only to provide approved alcohol.
 - e. Serve drinks in plastic cups only.
 - f. Wine or champagne glasses may be used for catered events.
 - g. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed on City premises, including but not limited to the Hammon Senior Center, shall be the sole responsibility of the organization, its sponsor or the adult representative, who, as a condition of signing the use permit for the facility agree to indemnify the City for any such injuries.
 - h. Alcohol may neither be served nor sold prior to the scheduled start of the event nor until the approved security officer(s) arrives at the Center unless the requirement for security has been waived altogether.
 - i. Alcohol may not be served nor consumed outside of the room approved for use.
 - j. Alcohol may not be served nor consumed outside the building or in the parking lot.
 - k. No gang colors.
 - l. License Requirements (when alcohol is to be sold).
 - i. No sales or requests for donations for alcohol are permitted without a license from the State Alcoholic Beverage Control Board (A.B.C.) fourteen (14) days in advance.

- ii. A copy of your Hammon Senior Center contract must be furnished to A.B.C. when applying for the license.
 - iii. Copy of the A.B.C. license and Police Alcohol permit must be furnished to the Hammon Senior Center a minimum of seven working days prior to the event.
 - iv. A copy of the A.B.C. license and Police Alcohol Permit must be posted in plain public view near the bar, or other location, where the alcohol is being served.
 - v. Non-Profit Organizations: A one-day alcoholic beverage permit can only be issued to Non-Profit Organizations.
 - vi. Private Parties: Private parties (i.e. weddings, anniversaries, birthdays, meetings, or anyone other than a Non-Profit organization), shall not sell alcohol on their own, but must arrange this through a licensed caterer. The caterer must have a License, (Type 47 or 48) which enables the caterer to sell beer, wine, and distilled spirits (hard liquor). If the caterer does not have this license the private party cannot sell alcohol. NO EXCEPTIONS. It is illegal for a private party to sell alcohol on their own.
 - m. The service of alcohol at any event must cease as stated on the Police Alcohol permit.
 - n. All alcohol must be distributed from behind a table or a bar by an adult, over the age of 21, who is to be responsible for insuring that no minors are served.
 - o. When serving champagne, all bottles must be opened in the kitchen prior to serving. Champagne bottles may not be opened in the banquet rooms. All unopened bottles must be stored in the kitchen.
 - p. Maintenance and Security service must be present throughout the ninety (90) minute clean up.
2. Tobacco use of any kind or smoking is not permitted in the Center. Forfeiture of security deposit may occur if you violate this policy. In accordance with the State law smoking is prohibited within twenty (20) feet of any exterior exit.

F. Miscellaneous Regulations/Prohibited Activities

1. **Open Flame** - Incense, fog, haze or smoke use is not permitted in the Center at any time. Fire and open flame are strictly prohibited without written approval from the Patterson Fire Department in the form of a permit. Typical uses of fire and open flame that may be considered for approval include: a.) Tea lights that meet the design standards of the California Fire Code; b.) Regular style birthday candles no more than 3 1/2 inches in height that are placed in a cake (pastry or ice cream) and lit for a short duration and then extinguished after the singing of a celebratory song (relight candles are not allowed). Request for permits, must be submitted to the Center staff a minimum of 14 days prior to the event. Sterno heaters for food warming are allowed without a permit by licensed caterers if heater is placed under a chafing dish on a table with no guests seated at the table. Propane containers (or similar Class I and II liquid fuels) are prohibited inside the Center at all times.
2. **Animals** – Animals are not permitted inside the Center except those that serve as aides to physically challenged individuals. This includes, but is not limited to, guide dogs for the blind and dogs for the hearing or physically impaired.
3. **Illegal activities** – Illegal activities shall not be permitted. All groups and individuals using the Center shall comply with City, County, State, and Federal laws. Fighting, gambling and lewd conduct are prohibited. No firearms or other weapons are allowed in the center.
4. **Equipment Removal** - Moving, rearranging, or altering equipment for purposes other than its intended use is also prohibited. Center equipment shall not be removed from the facility.
5. **Facility User's Property** – Personal property (equipment, supplies, etc.) must be removed from Center immediately following activity. The Center reserves the right to remove any remaining items from the premises and have them stored at the owner's expense. If such equipment or supplies are not claimed

within one (1) week after notice to the applicant/user, the Center reserves the right to dispose of such material in any manner it deems appropriate and retain any proceeds received from such disposal. Any cost to the City, including, but not limited to, administrative costs incurred to dispose of the unclaimed property in excess of the revenue received from such disposal shall be billed to the user with payment due and payable in thirty (30) days.

6. **Advertising Materials** – Advertisements for events to be held at the center may be left with the Recreation & Community Services Director for approval and will be displayed when deemed appropriate and as space permits. Any unapproved posted item will be removed and discarded.
7. **Sleeping or Lodging** – Users must vacate Center premises following events. No attempt to sleep at the facility or in its parking lot will be permitted.
8. **System Controls** - The Center staff shall have the right to control and operate the Center, including the heating and air conditioning systems and common use areas, in a manner deemed appropriate by the City.
9. **Discrimination By User Groups** - The City of Patterson shall not rent, lease, or allow use of its public facilities by any person or organization that illegally discriminates on the basis of race, color, creed, marital status, sex, religion, national origin, ancestry, sexual preference, or handicap condition.
10. **Events Not Covered** - Special events or requests not covered in this Use Policy must be submitted in writing and shall be reviewed by the Recreation & Community Services Director to determine appropriate use, fees, and services.
11. **Parking Lot** - The use of the parking lot is to service the facility. Requests to use the parking lot will be considered under “events not covered” for appropriate use, fees, and service. All vehicles are to be removed from the parking lot at the conclusion of the event.

VIII. PARTNERSHIPS & CO-SPONSORSHIPS

A. Partnerships

1. Organizations wishing to donate goods or services in exchange for rental usage during the hours of 8:00am – 3:00pm may submit a request to be reviewed by the Senior Board. Organizations wishing to donate goods or services in exchange for rental usage after 3:00pm may submit a request to be reviewed by the Recreation & Community Services Director. For example, the Garden Club wants to maintain the lobby’s flower garden in exchange for free facility usage for their monthly organization meetings. In such cases, the Recreation & Community Services Director will submit a written contract proposal outlining the details of the arrangement for council approval.

B. Co-Sponsorship Criteria – Occasionally, non-profit organizations will desire to co-sponsor a special event with the City of Patterson and have the rental fee waived. To be considered the event shall meet the following criteria:

1. Must be a non-profit organization.
2. The event is open to the general public.
3. The program benefits citizens of Patterson.
4. The dining, activity & exercise rooms shall not be available Monday through Friday from 8:00am - 3:00pm.
5. Non-profit organizations must list the City of Patterson as “Additionally Insured”
6. Non-profit organizations must provide security guards when required.
7. The City of Patterson will be listed as cosponsor in all advertising.

HAMMON SENIOR CENTER RENTAL FEES	
Security Deposits	
Dining Room & Kitchen	\$500
Per Additional Room	\$250
Facility Rental: Private	
Reservation Change Fee	\$5
Facility:	Hourly
Part Time Supervision Fee	\$15/hr
Dining Room	\$25
Dining Room with Kitchen	\$35
Dining Room with Kitchen Entire Day (includes staff fee)	\$600
Exercise Room	\$20
Arts & Crafts Room	\$15
Entire Facility	\$75
Facility Rental: Non-Profit	
Reservation Change Fee	\$5
Facility:	Hourly
Part Time Supervision Fee	\$15/hr
Dining Room	\$20
Dining Room with Kitchen	\$30
Dining Room with Kitchen Entire Day (includes staff fee)	\$600
Exercise Room	\$15
Arts & Crafts Room	\$10
Entire Facility	\$60
Full Day = 8:00am - 12:00am midnight	
HUB International Insurance	
Special Event Website: www.eventinsure.com	
Special Event Liability Group Insurance Trust is Administered by: HUB International 2300 Clayton Road, Suite 300 Concord, CA 94520 Phone: 925-609-6500 Fax: 925-609-6550 Email: specialevent@hubinternational.com CA License #0757776	
Police Permit Fees	
Alcohol Permit	\$69
Room Amenities	
Most rooms come with AV equipment connections (TV/DVD/VHS/CD/ IPOD/LAPTOP/Microphone). User groups are responsible for providing their own Laptops Microphone can be checked out at the front desk.	

Revised as of 5/4/17

