

# **Mid County Senior Center**

## **Rental Rules and Regulations**

### **RESERVATIONS, DEPOSITS and RENTS**

1. Reservations must be made in person at MCSC at least 20 working days prior to the requested reservation date.
2. Reservations are made on the basis of availability with the understanding that MCSC reserves the right to cancel with a full refund or to make other arrangements. Every effort will be made to notify the applicant of a cancellation at the earliest possible date.
3. The event shall be held only in agreed areas. All amplified music shall be contained within the building and meet Capitola sound guidelines.
4. Applications for use by youth groups must be signed by an adult. If children are present, they must be supervised at all times while in the building and restricted to the Main Room and/or Annex. Children shall not be permitted to run or play around the perimeter of the building, or in the garden, or the stage without supervision.
5. Fees are assessed according to the classification from an established fee schedule. The organization or individual must pay for all the time they will be in the Center, including decorating, setup and cleanup time.
6. All Renters must have a completed application on file designating person(s) who will be responsible for the conduct of the event and the participants involved including invited guests, entertainers, caterers, and kitchen personnel. Responsible person(s) must be 21 years of age.
7. **A security deposit must be paid at the time of the application.** All fee must be paid to **MCSC**. The balance of the fees must be paid at least 20 working days prior to the date of the reservation or the reservation shall be deemed cancelled.
8. A security deposit will be charged to all groups. Any group who may be deemed to be high risk may be denied use or be required to pay an additional security deposit. The security deposit is refundable based upon assessment of the facilities by the MCSC Overseer following permitted use. A deduction will be made from the deposit when a group:
  - a. Comes in early or stays late.
  - b. Fails to clean up properly (according to MCSC Renter's Cleanup Procedures, and instructions of the Manager or Overseer).
  - c. Damages the facility.
  - d. Fails to comply with the Center rules.

Refunds will be mailed to the Renter within 3 weeks after the Event.

9. There is a required janitorial cleaning fee to ensure adequate cleaning of the Center after the Event.

### **CANCELLATIONS**

10. Cancellations made prior to 20 working days before the date of the Event will receive a refund, less 20% of the deposits paid. After this time, security deposits are non-refundable.

### **LIABILITY**

11. Each group renting the facility shall be required to have liability insurance of \$1,000,000 minimum for the Event that identifies MCSC as an additional insured, with a copy to MCSC, 15 days prior to the Event.
12. Each group renting the facility shall defend, indemnify and hold harmless MCSC and each of its officers, directors, employees, members and agents for any claims, demands, losses, injuries, actions, penalties, or fine arising out of the group's use of the facility.

### **KITCHEN USE**

13. The stove, ovens, sinks, counter surfaces, coffee pots and filters may be used.
14. With prior permission, the refrigerator and freezer may be used.
15. No usage of the dishwasher, grills, kitchen equipment (including the ice machine, mixers, meat slicer etc.)
16. No usage of pots, pans or silverware.

### **OVERSEER, SECURITY OFFICER AND PARKING ATTENDANT REQUIREMENT**

17. MCSC may require a security officer(s), overseer(s), or parking attendant(s). This cost will be the responsibility of the applicant & a copy of the contract for a security officer or parking attendant will be provided to MCSC 15

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working days prior to the Event. Overseer service will be provided by MCSC and will be paid by the Renter according to the current MCSC Overseer rate.

18. It is the responsibility of the Overseer to maintain a safe environment for the Event or party and that no harm occurs to the building or persons. **The Overseer on duty for the Event is a representative of MCSC and has the authority to terminate ANY ACTIVITY OR Event and/or call the Capitola Police Department to disperse the group for failure to comply with these rules.** If the Police Department is called or the activity is terminated, the Renter may lose their entire security deposit and may be denied the use of the facilities in the future.

#### **ALCOHOL, FOOD, BEVERAGES:**

**Numbers 19 and 20 must be initialed by the Renter.**

19.        If the Renter uses a caterer and wine or beer is served, the caterer must have a liquor permit. Any permits or licenses needed for the scheduled event are the responsibility of the applicant and must be completed with a copy to MCSC, 15 working days prior to the event. The sale of alcoholic beverages is prohibited at MCSC. Serving alcohol to minors is illegal and therefore prohibited at MCSC.
20.        **No alcoholic beverages other than those stated in this Agreement should be served or brought onto the premises.** If such an event should occur, MCSC will have the authority to promptly evict the offender and/or confiscate the beverage. **If Renter does not comply, MCSC has the authority to close the event immediately with no refund.**

#### **SECURITY GUARDS**

•The cost for hiring security guards is the sole responsibility of the Event Renter if they are going to serve beer or wine. **At least one security guard must be present during the serving of beer and wine for every 100 or less persons of legal drinking age at a Rental Event. Based on the event, additional security guards may be required.** All security guards are directed by and report directly to the Overseer. Security guards will verify that:

- **no one under legal drinking age** is served and that no hard liquor is present.
- **Security guard(s) are to stay until the event is closed.**

#### **SMOKING**

21. Smoking is prohibited within 20 feet of the MCSC building, and everywhere inside the building. Any group that fails to comply with this rule will forfeit their entire deposit.

#### **RENTER'S MATERIAL AND DECORATIONS**

22. Plans for decorations must be submitted at the time of application and approved by the Manager of MCSC.

The following guidelines must be followed:

- a. Only materials that will not damage paint, walls and woodwork may be used.
  - b. All decorations must be fireproofed or of fire-retardant materials, candles must be enclosed, as in a hurricane lamp.
  - c. At no time shall the exits be covered or obstructed.
  - d. Plants or shrubs shall be in waterproof containers.
25. All packing crates, cases, cartons, boxes, decorations, plants and debris of any kind brought in by the Renter and used in connection with the scheduled event **MUST BE REMOVED OR PROPERLY PLACED IN THE CORRECT CONTAINER OR DUMPSTER LOCATED ON THE MCSC PROPERTY PRIOR TO LEAVING.** It is understood that in the event of the responsible party(ies) failure to vacate said premises as herein described, MCSC shall, and is hereby authorized to remove all materials of any nature whatsoever at Renter's expense and risk, and the renter shall be charged accordingly.

#### **CONDUCT**

26. The noise level/amplification of the music shall not exceed an acceptable volume in order not to disturb the surrounding neighborhoods.
27. Renters are not permitted within the garden area without a MCSC garden member. Loitering in the parking lot after an event is prohibited.
28. Renter agrees that the use of the premises shall be in a lawful manner and in conformity with all the applicable laws, ordinances and regulations of MCSC and the city of Capitola.

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**TELEPHONE**

29. MCSC telephones are not for renter use without Overeers permission. The cell phone number must be provided to MCSC 15 days prior to the event.

**ADVERTISING AND SALES**

30. All event advertising must be submitted to MCSC for approval at the time of application. No solicitation of sales may be made in the building, or on the grounds without gaining prior written permission from MCSC.

31. MCSC may terminate the agreement and shall be relieved of any further performance if the Renter fails to perform a covenant herein contained at the time and in the manner prescribed in the Agreement.

I, the undersigned, have read, understand, and agree to abide by the Mid-County Senior Center, Inc. Rules and Regulations as outlined on these pages.

Name: \_\_\_\_\_ Date : \_\_\_\_\_

Signature: \_\_\_\_\_