

## INDOOR FACILITIES RULES OF USE

### GENERAL GUIDELINES AND CONDITIONS

- Renters must comply with all applicable LGS Recreation policies and procedures.
- Set-up and tear down are the responsibility of the renter.
- Renter shall maintain safe exit pathways at all times in the Rental. In particular, no obstructions are allowed which will interfere or prohibit passage by occupants to the “exit” doors in case of an emergency building evacuation. The number of people at the event shall not exceed the building capacity for the Rental.
- Renter shall observe, obey and comply with all applicable City, County, State and Federal laws including, but not limited to, the following:
  - County Health Department requirements regarding food services.
  - Copyright laws and all related licensing requirements; and Title VII of the Civil Rights Act of 1964 and other laws prohibiting discrimination and providing that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.
- Renters shall not: (1) use, remove, reposition, replace, move, or otherwise disturb any LGS Recreation equipment or property; (2) make any physical changes to the facilities, buildings, or grounds; or (3) fix or hang pictures, posters, signs, or other items on LGS Recreation facilities.
- The Rental and all its equipment and furnishings shall be properly respected. Renter shall leave facilities in the same condition received, including areas outside of building. There should be no garbage or litter, marks on floors, walls, or furniture or breakage of equipment. The use of nails, staples, screws, etc. on walls, tables or other equipment is not permitted. Blue masking tape, if used, must be carefully removed immediately following the event. Renter shall replace or repair any cables or other Rental facilities damaged by their use of the Rental.
- No storage of materials (banners, rental dishes, decorations, chairs, etc.) at Rental is permitted without prior approval.
- Renter shall provide its own personal tools, supplies and equipment at his/her own cost and shall coordinate all media activities with LGS Recreation.
- While using the Rental, Renter shall report all maintenance problems (burnt-out light bulbs, faulty bathroom sinks, toilets, poor field conditions, damaged play equipment, etc.) to LGS Recreation. Upon request, LGS Recreation shall arrange for maintenance and repair work to the extent that staff or services are available. Renter will be charged a cost that is in accordance with LGS Recreation direct cost rate or service costs for applicable personnel at the time the service is provided.
- Renters shall not tamper with or adjust any security, fire protection equipment, fire alarms, intercoms, thermostats, light or air conditioning timers or any other electrical, communication, or control systems.
- The consumption of alcoholic beverages (Permit Required), use of illegal drugs, and carrying of firearms (except by law enforcement) are strictly prohibited. All property uses by LGS Recreation, including all interior and exterior spaces within the property boundaries, shall be smoke and tobacco free. No gambling or games of chance permitted on LGS Recreation facilities.
- Renters must remove any materials and items brought into the facility and must make reasonable efforts to clean rooms and areas used or return them to their pre-use condition.



- Renters will keep all equipment/supplies in agreed upon location when not using facilities.
- Renters will not sublease the facilities or allow any use other than that for which the rental was approved.
- Renter shall not allow play on tables or other furniture.
- Renter shall only occupy reserved space, including restroom access and should not roam facility space or surrounding area without prior authorization.
- Renters shall not produce an open flame(s) (e.g., the burning of candles is prohibited). this includes indoor and outdoor of facilities.
- NO personal BBQ's, grills, flattop grill, etc. No electric, propane, and charcoal powered cooking devices are allowed indoor and outdoor of facilities.
- NO propane heaters are allowed indoor or outdoors. Electric heaters are ok to use if they do not produce an open flame
- Renters shall not use any type of cannon, confetti, or powder.
- Renters shall not train or exhibit animals, except as part of an LGS Recreation approved curriculum.
- LGS Recreation personnel, custodians, or approved volunteers must be present at all times the facility is being used. Use of the facility may be denied if sufficient LGS Recreation staff are not available to monitor the use.
- All renters must provide reasonable supervision and shall be financially liable for all damage to facilities resulting from their use.
- Renters will be responsible for any and all damages to or theft of LGS Recreation property and shall reimburse LGS Recreation in an amount determined by LGS Recreation in accordance with established accounting principles. Failure to reimburse LGS Recreation shall disqualify the renter from any further use of LGS Recreation facilities.
- Renters shall be responsible for supervising the conduct and control of all patrons and participants and shall ensure that all applicable laws and LGS Recreation policies and procedures are strictly obeyed.
- Violation of any applicable LGS Recreation Policy or procedure during the use of LGS Recreation facilities may subject the renter to immediate revocation of the rental and refusal of permission to use LGS Recreation facilities in the future.
- Renters of LGS Recreation facilities must take responsibility for safety when dangerous lightning weather conditions are present. Renters of outdoor LGS Recreation facilities (fields, pools, courts, playground areas, patios, etc.) must cease activities, vacate the area, and take appropriate safe shelter in available buildings and/or vehicles if (1) lightning is seen, (2) thunder is heard, (3) or if notified by LGS Recreation and their facility partners. In the event that lightning was seen, or thunder was heard, renters may resume outdoor activities on LGS Recreation facilities only after the dangerous weather conditions have cleared the area.

## **RESERVATION TERMS AND CONDITIONS**

- LGS Recreation reserves the right to reschedule, relocate, or deny a request previously approved in the event of an emergency, or if room is needed for other purposes. The applicant will be given as much advance notice as possible if this is necessary.



- Group may only exceed their reservation time limit if schedules and staff availability permit it. Group shall pay for additional time at the rate applicable to the place and time of use.
- Group must vacate the Facility by 10:00 P.M. and exit the premises (including the parking lot).
- A representative of LGS Recreation may be present during all hours of use of the Rental. The employee on duty will be responsible for control of lights, equipment and the opening and closing of the Rental. The employee will usually be available to answer any question regarding use of the Rental in person. The employee is NOT responsible for set-up or clean-up.

## **ALCOHOL POLICY**

- Alcoholic beverages are not allowed in the Rental except with pre-approval and purchase of alcohol permit by LGS Recreation and subject to all applicable alcoholic beverage control laws and meet the following criteria:
  - Events larger than 30 people where alcohol is consumed require one security guard and events larger than 100 people require two security guards unless Group provides LGS Recreation with information demonstrating that such security is not required, and this requirement is waived by LGS Recreation.
  - A copy of the security personnel's license and the contract for hire must be submitted at least 30 days prior to the event.
  - Sale of alcoholic beverages or charging an admission price, which includes alcoholic beverages requires (at Group's expense), the appropriate license from the Alcoholic Beverage Control Dept. A 24 hour liquor license can be acquired at: Alcoholic Beverage Control Dept., 100 Paseo de San Antonio, Suite 119, San Jose, CA 95113. (408) 277-1200.
- Beer and wine only are permitted. No hard alcohol is allowed.

## **AV EQUIPMENT**

- Certain rooms have the opportunity to utilize LGS Recreation AV Equipment. The renter is responsible for ensuring their equipment is compatible, and bringing any necessary cords, batteries, etc. LGS Recreation isn't responsible for equipment failures, or lack of planning for use of equipment.

## **SECURITY DEPOSIT**

- Refundable deposits will be returned and handled through the LGS Recreation Registration portal.
- Security deposits will not be returned if:
  - Rooms not rented were used.
  - Furniture is not left as it was found
  - Property is damaged.
  - Food and/or caterers' equipment is left after the rental.
  - Artificial flowers/petals are left.
  - Other situations deemed inappropriate by the LGS Recreation Staff occur.

- If there are additional charges associated with renter's use of the facility or damage to the Rental or contents, overtime, or maintenance charges, then a deduction will be made from the security deposit and any balance refunded.
- If the security deposit does not cover the charges, LGS Recreation will deduct from the security deposit and invoice the renter for additional charges and Renter shall pay the invoice within 30 days of the date on the invoice. If the clean-up is not completed the entire security deposit shall be forfeited and the renter shall be responsible for all additional charges, damage to the Rental or contents, overtime, and maintenance charges.
- Less than 30 days notice of cancellation, 100% of the deposit and rental fee are forfeited

### **KITCHEN USE**

- For facilities with kitchens, the garbage disposal is to be used for food waste only – (NO coffee grounds).
- For facilities with kitchens, the stove, refrigerators, sinks and counters are to be wiped clean.
- The JPCC and Prospect Center Kitchens are considered a "Catering Kitchen"
  - Food can only be reheated and served
  - Food cannot be created from scratch or prepared in the kitchen
  - Vegetables can be chopped

### **GARDEN PATIO AND BOCCE BALL COURT USE**

- Indoor room use, and amenities such as AV use, and kitchen access is not allowed without a room reservation.
- Doors must remain closed at all times leading to the indoor facilities connected to the patio
- Restroom access is located at the front of the facility through the main doors
- NO personal BBQ's are allowed in the patio. Jumpy Houses are NOT allowed
- Dogs are not allowed
- No amplified sound will be allowed.
- Please leave the rented area clean with all trash placed in receptacles provided. It is advisable to bring additional trash bags to compensate for excess trash. Trash dumpsters are located just outside of the patio gates to the right next to the portable.
- No walking on the ledges of the Garden Patio, and tampering with any of the decorative items, and outdoor equipment/supplies
- Stand standing on patio furniture, or climbing fences

### **ROOM/PATIO SET-UP/CLEANUP**

- Applicants must include set-up and clean-up time in the scheduled hours of use.
- Applicants are responsible for set-up before their event.
- Applicants are responsible for clean-up after their event, including stacking of tables and chairs, and removing all decorations, special preparations, and personal items.



- Any desired decorating, or changes to the facilities, must be discussed with LGS Recreation prior to the event.
- The facility must be left secure, clean, and in good order.
- Renter is responsible for the set-up and take-down of all facilities and equipment and clean-up of the Rental. Clean up responsibilities include:
  - Cleaning tabletops and returning tables and chairs to proper storage areas.
  - Removing all decorations.
  - Removing all litter.
  - Emptying trash and garbage cans into the outdoor dumpster.
  - Floors swept; damp mop spots on floor from punch, food, etc. General pickup in carpeted rooms. Brooms and mops will be provided.
  - Cleaning supplies and ladders are not provided.
- The facility is to be in the same or better condition and configuration as it was prior to your event.

### **SMOKING AND TOBACCO POLICY**

- Smoking or using a tobacco product is prohibited anywhere in a recreational area or in any parking area.