

# FACILITY RENTAL POLICY

Library and Community Services  
800 Alma St., Menlo Park, CA 94025  
menlopark.gov



<b>Purpose</b>
This policy outlines criteria and process for public rentals of City of Menlo Park (City) indoor recreation facilities
<b>Exclusions</b>
This policy applies to City of Menlo Park (City) public facilities managed by the library and community services (LCS) department, including Arrillaga Family Gymnastics Center, Arrillaga Family Gymnasium, Arrillaga Family Recreation Center and Belle Haven Community Campus. This procedure does not apply to City facilities managed by other City departments such as City Hall, City Council Chambers, and Neighborhood Service Center.
<b>Room scheduling priorities</b>
When resolving schedule availability conflicts, meeting room reservations will be subject to the following prioritization: <ol style="list-style-type: none"><li>1. City of Menlo Park events and meetings receive the first priority for meeting room reservations. These activities include but are not limited to: recreation classes and programs; City Council and advisory body meetings; staff meetings; and other events or meetings organized by the City.</li><li>2. Meetings and events that are co-sponsored by the City of Menlo Park.</li><li>3. Residents of incorporated City of Menlo Park.</li><li>4. Menlo Park-based charitable non-profit organizations. For purposes of this policy “non-profit group” means a group that is eligible for tax-exempt status under sections 501(c)(3) of the Internal Revenue Code. Proof of tax-exempt status may be required to establish eligibility to use the room.</li><li>5. Non-residents of City of Menlo Park.</li><li>6. Other groups not described above and not excluded as provided in this policy.</li></ol>
<b>Rental process</b>
<ol style="list-style-type: none"><li>1. <u>Facility rental application.</u><ul style="list-style-type: none"><li>• Applications are accepted on a first come, first served basis.</li><li>• Applicant must be at least 18 years of age.</li><li>• Verification of applicant’s city of residence must be provided at the time of application.</li><li>• Advance payment in full must be remitted to the City when the application is submitted. Rental fees are listed in the City of Menlo Park Master Fee Schedule.</li><li>• Residents of incorporated City of Menlo Park may submit rental applications up to nine (9) months in advance of the rental date. Non-residents may submit rental applications up to six (6) months in advance of the rental date. For weddings, residents of incorporated City of Menlo Park may submit rental applications up to twelve (12) months in advance of the rental date; and non-residents may submit rental applications up to nine (9) months in advance of the rental date.</li><li>• Applications submitted later than two (2) weeks in advance of the rental date will not be considered.</li><li>• No individual or group may submit more than two (2) facility rental applications in any six (6) month period.</li><li>• The City of Menlo Park reserves the right to refuse rental or use to groups or individuals who violated City policies during previous rentals of City facilities, in the sole determination of the City.</li><li>• The City of Menlo Park reserves the right to reschedule, relocate, or deny a rental previously approved in the event the facility is needed for City use or maintenance previously unforeseen.</li></ul></li><li>2. <u>Liability insurance.</u> A Certificate of Liability Insurance is required for all facility rentals. See the “Insurance requirements” section of this policy for details.</li></ol>

3. Confirmation. Rental applications are approved after the following steps are completed:
  - Application form is approved by the City.
  - All applicable fees and security deposit are paid in full to the City.
  - Insurance certificate is submitted and approved by the City.
  - The renter's intended use of the facility is reviewed and approved by City staff.
  - The availability of the facility on the requested date is confirmed by City staff.
  - Applicants' agreement is signed by the renter and submitted to the City.
4. Deposits. Security deposit in the amount of \$250 is due at time of reservation. If the event includes alcohol, then the security deposit will be \$500. The security deposit is refundable in full based on compliance with the rental application and agreement. Security deposits are refunded if the following conditions are met, in the sole determination of the City:
  - No damage or loss to the room, building and/or surrounding areas.
  - All renter-provided decorations are removed from the facility by the renter with no trace or damage to the facility
  - Use of the room does not exceed the scheduled time
  - All City equipment and property is accounted for and undamaged.
  - Additional staff and/or security are not required to assist during or after an event.
  - Facility is cleaned and cleared by the renter of all guests, rental party, and caterers at the agreed upon time.
  - The renter is responsible for caterers, musicians, photographers and guests tardiness and may have all or part of their security deposit withheld if they go over the agreed upon rental time.
  - The renter will be billed for any damages or extra staff time not covered by the deposit.
  - Deposits are generally refunded within 2-3 weeks.
5. Cancellations. Cancellations received by the City 10 or more days in advance of the rental date may receive a refund of 95% of the total amount of rental fees paid. Cancellations received fewer than 10 days in advance of the rental date shall not receive a refund for rental fees paid.
6. Other information.
  - Failure to pay fees on time may result in the cancellation of the reservation.
  - Renters may not loan or sublet their facility rental to any other individual or group.
  - Nonprofit organizations that are based in incorporated City of Menlo Park and have 501c3 status in good standing with the Registry of Charitable Trusts may request the resident rental rate listed in the Master Fee Schedule. Proof of 501c3 status must be submitted for review by the City.
  - The City of Menlo Park observes several holiday closures during the year. Rentals are not accepted on City holidays.

## Rules and Regulations

- A. Liability and conduct. The renter is solely responsible for any and all accidents or injuries to persons or property resulting from the use of the facility. The renter is responsible for the control and supervision of all people in attendance. The renter shall take care that no damage is done to the facility and that all attendees conduct themselves in an orderly manner in and around the facility including the surrounding grounds and parking lots. If damages to the facility occur, or if behavior of the group is deemed inappropriate or unsafe for any reason, the rental may be stopped in progress and denied further use of the facilities. In addition, if it becomes necessary to summon the police for any reason, all or part of the security deposit will be forfeited. Groups composed of minors (under the age of 18) must be supervised by a minimum of one (1) adult for every twelve (12) minors. Minors must be under adult supervision at all times.
- B. Respect, inclusion, and belonging for all persons. The City of Menlo Park respects all persons who visit City facilities and does not discriminate based on race, religious belief, national origin, or protected characteristics as defined by applicable law. The City expects all users of City facilities, including facility renters to follow this same conduct. The City of Menlo Park has zero tolerance for

hate, prejudice, discrimination, verbal or physical aggression, derogatory remarks, or violations of facility use policies. Violation of this policy will result in immediate termination of the rental agreement and the denial of future rental applications.

- C. Contact person: The contact person on the rental application is the person responsible for the event on the day of the rental and should be the first person to arrive at the facility. The contact person is required to check in with Facility Attendant staff upon arrival. The contact person should also attend any pre-event meetings requested by the City.
- D. Alcohol: No alcohol may be served in City facilities without a valid Daily License from the California Department of Alcoholic Beverage Control that specifies the date and location of the rental. The license must be submitted to the City no later than one week in advance of the reservation date. At no time may spirits (hard alcohol, either straight or mixed) be served in City facilities; only beer and wine are allowed. If alcohol is served, the renter is required to hire one licensed security guard for the duration of the event if attendance is less than 100, plus one additional security guard per each additional 100 attendees. Proof of a contracted licensed security guard(s) is required two weeks before the rental. Security guards are subject to City approval. Any event serving alcohol will require a security deposit of \$500, increased from the standard \$250 deposit, and must have the approval of the Library and Community Services Director before the event. Underage drinking at any event is strictly prohibited and punishable by law.
- E. Rental rates and payments: Rental rates are charged according to the City of Menlo Park Master Fee Schedule.
- F. Smoking: Smoking, vaping, and other activities that emulate smoking are never allowed on any City premises, including outdoor patios and entry areas.
- G. Decorations: Decorations are subject to approval by City of Menlo Park staff prior to installation. The renter is responsible for taking down all decorations with no trace or damage to the facility. No tape, nails, tacks, paper, or any kind of decorations are allowed on walls, ceiling, or wood. Decorations are limited to tables, windows and glass areas only. Use of open flame is strictly prohibited. Decorations may be put up only on the day of the rental, not the night before. If extra time is required, the rental will be charged for extra staff hours and room rental. No confetti, glitter, or similar small decorations are allowed. Renter is wholly responsible for removing trash to the proper area and removing tablecloths, utensils, and bottles from the rented room.
- H. Audio/visual usage. The use of amplified sound is subject to City noise ordinance restrictions and generally should not be played at a level which disrupts other customers or neighbors of the facility. Sound must be turned down or off at the request of facility staff.
- I. Clean up. The rental party will be responsible for the following cleaning procedures:
- Sweeping, vacuuming and/or mopping the facility floors as needed to restore the floors to equal or cleaner condition as before the rental began.
  - Collecting and throwing away all garbage, disposing or removing all belongings, equipment, and decorations, cleaning up any outside event trash or litter, and wipe down all tables and counter tops.
  - Dropping off and/or leaving personal equipment at any location (indoors or outdoors) before or after the time listed on the reservation is not permitted. The Library and Community Services Department is not responsible for any personal equipment (rental tables, chairs, etc.) left outside for pickup.
  - Restrooms are to be left in a clean and orderly fashion, equivalent to or cleaner than before the rental began.
  - If additional cleaning is required, the cost of the cleaning will be deducted from the security deposit. If the required cleaning exceeds the amount of the damage deposit, the renter will be billed the balance.

- J. Kitchen use. Additional rental fees may apply for use of a facility kitchen.
- The supplies and equipment in the kitchen are not for public use.
  - The equipment may be used for re-heating purposes only and may not be used for cooking unless authorized in advance by City staff.
  - Customers may bring in their own already prepared food as potluck style.
  - Customers may have a restaurant deliver and drop off the food.
  - Sinks, stoves, and counters should be wiped down, garbage, trash, food and utensils removed after use.
  - Kitchen areas must be left in the condition they were found.
- K. Damages. Any damage incurred to the walls, windows, tables, chairs, or any of the property will be deducted from the cleaning deposit and is the responsibility of the renter. This includes litter in the parking lot, patio area, and lobby or any excessive cleaning done by our staff. Renter will be billed for all damages, cleaning expenses, and staff overtime costs, in addition to forfeiture of the security deposit.
- L. Storage. No storage is available to renters at any time, neither before nor after the event. This includes food, beverages, floral arrangements, equipment, etc. Violation of this restriction may result in additional charges.
- M. Arrival and departure times.
- The arrival and departure times listed on the rental agreement are strictly enforced. When completing the application, consider the time needed to setup up and clean up after the event. There will be no entry into the facility before or after the time listed. This includes early entry to caterers, decorators, DJs, equipment rentals, family members, etc.
  - Renters must clear the facility by the ending time on the reservation. If the renter and/or members of their group stay past the ending time, the security deposit will be forfeited. It is the renter's responsibility to communicate the arrival and departure times to their group.
  - Rehearsal time is not included with the reservation and must be booked either separately or added to the contract.
  - Renters may not add additional time to their reservation on the day of the event itself. Any changes to the rental times must be requested at least one (1) week in advance of the rental date. No partial refunds/prorated fees are given if an event ends earlier than the scheduled time.
  - If the renter finds anything to their dissatisfaction upon entering the building, staff should be notified immediately so that prompt action can be taken to correct the situation. Failure to do so may result in all or partial withholding of the security deposit. In addition, the renter must check with staff before leaving and after cleaning up to ensure everything on the checklist has been completed.
  - Facility Attendant: A facility attendant will be on duty for the duration of your event. They will unlock and lock the building, inform the renter the of equipment location, answer any questions, and enforce the rules of the facility. The attendant is there to assist the renter; however, the renter is responsible for their own set-up and clean-up. Please report any facility issues to the attendant immediately.
  - No vehicles are allowed on sidewalks or non-designated areas. Cars must use designated parking spaces. Do not block emergency exit areas, fire lanes, or loading zones. Bicycles and other personal transportation equipment must be stored outside the facility.
  - Staff will not sign for event-related deliveries.
- N. Solicitations, sales, and fundraisers. The following activities are prohibited for all facility rentals:
- No solicitations or sales presentations are allowed.
  - No admission or entrance fees of any kind are allowed to be collected at the event.
  - Permission to hold a fundraiser in a City of Menlo Park facility must receive advance written authorization from the Library and Community Services Director. Requests for authorization to

hold a fundraiser must be submitted in writing no later than six (6) weeks in advance of the rental date.

- Failure to adhere to this policy will result in the immediate termination of the rental and denial of future rental applications.

### **Facility use guidelines**

All visitors to City facilities, including renters, must adhere to applicable facility guidelines, rules and policies. See the City website for information about specific facility rules and policies. Failure to follow facility rules may result in the following actions:

- Individuals will be asked to leave.
- Visiting privileges and/or rental privileges may be suspended for an extended time period.
- Illegal activity will be reported to police and may result in arrest and/or prosecution.

### **Insurance requirements**

Renters must present a valid Certificate of Liability Insurance in an amount no less than one (1) million dollars, naming the City of Menlo Park as additional insured.

The certificate must be submitted at least two (2) weeks before the rental date. No rental will be approved without proof of insurance. The certificate may be issued by the renter's homeowner's or other insurance carrier.

In order for the certificate to be accepted, it must contain the following:

- A minimum of \$1,000,000 general liability insurance for claims and liabilities for personal injury, death, or property damage.
- The renter's name must be listed as the one "insured."
- The policy must not expire before the event date.
- The "description" should list the rental location, day and event planned.
- The City of Menlo Park at 701 Laurel Street, Menlo Park, CA 94025 must be listed as "additional insured."
- The coverage must be primary, and any other insurance carried by the City shall be excess over such insurance.

Liquor liability insurance is required if alcohol will be served in a City facility. In addition, a Daily License from the California Department of Alcoholic Beverage Control (beer and wine) is required to serve alcohol in a City facility. At no time may spirits (hard alcohol, either straight or mixed) be served in a City facility; only beer and wine are allowed.

The Certificate of Liability Insurance must be provided to the City by an authorized insurance agent (with the agent's name, title, email, and phone number) and contain the following endorsement:

City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
Attn: Library and Community Services / Facilities

Certificate Holder:

City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
Attn: Library and Community Services Department

The City of Menlo Park is not responsible for any accidents, injury, illness, or loss of group or individual property that may result from rental use of a City facility.

**Policy review**

This policy shall be reviewed at least once every two years.

**Policy history**

Action	Date	Notes
Policy adopted	02/23/2016	Administrative policy
Policy updated	03/05/2022	Administrative update
Policy recommended	08/28/2024	Parks and Recreation Commission recommended