

# City of Manteca



## Manteca Transit Center Reservation Policy

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**1. Facility Usage Priority**

Priority	Identification	Definition	Booking Period Prior to Event
1	City Sponsored Programs	Activities organized by the City of Manteca.	18 months to 30 days prior to event
2	Government Sponsored Events	A governmental agency, which benefits the City of Manteca residents.	12 months to 30 days prior to event
3	Non-Profit Organizations	Groups that have obtained 501(c)3 status as a charitable organization.	12 months to 30 days prior to event
4	Private	Individuals or groups holding private events not open to the public.	9 months to 30 days prior to event

Manteca residents will have priority over non-residents. Non-residents will be defined as those individuals living outside the City Limits of Manteca.

Local non-profit organizations will have priority over non-local non-profit organizations. Local non-profit organizations will be defined as those organizations that have an active non-profit business license within the City of Manteca with a business address within city limits.

**2. Reservation Procedure**

Facility room reservations will only be confirmed upon submission of the following:

	Due Date
Completed Facility Rental Application*	At the time of rental reservation
Acknowledgement Form*	At the time of rental reservation
Payment of appropriate Deposit*	At the time of rental reservation
Payment of full Rental Fee	20 days prior to scheduled event
Certificate of Insurance	20 days prior to scheduled event
Copy of Liquor Liability Insurance (if applicable)	20 days prior to scheduled event
Confirmation of Private Security (if applicable)**	20 days prior to scheduled event
Alcoholic Beverage Control (ABC) Permit (if applicable)	10 days prior to scheduled event

\*Must be submitted in order to hold your reservation date and time.

\*\*The City reserves the right, as a condition of approval of the reservation, to require security personnel to ensure the safety and welfare of the attendees.

If these obligations are not met, the City reserves the right to cancel the contract and release the date.

Reservations and required forms/documents can be submitted in person or by mail to:

Manteca Transit Center  
 220 Moffat Blvd.  
 Manteca, CA 95336

Reservations made in person can be done during the following business hours:

Monday through Thursday 8:00am – 4:00pm  
 Fridays\* 8:00am-3:00pm  
 Weekends Closed

\*The office is closed every other Friday

The City does not accept tentative reservations. Reservations may not be transferred, assigned or sublet.

**3. Rental Rates**

Weekday Daily hours: 8:00am to 4:00pm Monday through Friday  
 Weekday Evening hours: 4:00pm to 12:00am Monday through Thursday  
 Friday Evening hours: 4:00pm to 12:00am Friday  
 Weekend hours: 7:00am to 12:00am Saturday and Sunday

Weekday Daily			
	Non-profit/ Government	Resident	Non-resident
Small Community Room	\$15/hour	\$25/hour	\$35/hour
Large Community Room	\$25/hour	\$35/hour	\$45/hour
Large & Small Community Rooms	\$35/hour	\$45/hour	\$55/hour
Set-up (tables & chairs only)	\$75	\$150	
Kitchen	\$100/rental		

Weekday Evening				
	Government*	Non-profit*	Resident**	Non-resident**
Small Community Room	\$25/hour	\$50 \$25/hour after 2 hour minimum	\$140 \$35/hour after 4 hour minimum	\$180 \$45/hour after 4 hour minimum
Large Community Room	\$25/hour	\$70 \$35/hour after 2 hour minimum	\$180 \$45/hour after 4 hour minimum	\$220 \$55/hour after 4 hour minimum
Large & Small Community Rooms	\$25/hour	\$100 \$50/hour after 2 hour minimum	\$220 \$55/hour after 4 hour minimum	\$260 \$65/hour after 4 hour minimum
Set-up (tables & chairs only)	\$75		\$150	
Kitchen	\$100/rental			

\*Requires a 2 hour minimum rental

\*\*Requires a 4 hour minimum rental

	Friday Evening			Weekend & Holidays		
	Government	Non-profit/ Resident	Non-resident	Government	Non-profit/ Resident	Non-resident
Large & Small Community Rooms	\$25/hour	\$350	\$750	\$25/hour	\$1,100	\$1,200
Set-up (tables & chairs only)	\$150					
Kitchen	\$100/rental					

Use of the kitchen is only available in conjunction with a scheduled event at the Transit Center.

Saturday rentals are eligible to rent the facility for set-up on the Friday night before their rental, if the facility is not already reserved, for a maximum of 4-hours at a flat fee of \$200.

Local non-profits, as defined below, are authorized one free rental per calendar year, but will be required to pay a Facility Usage Fee of \$25/hour.

Local non-profits, defined as those organizations that have an active non-profit business license with the City of Manteca with a business address within the city limits.

#### 4. Deposit Requirements

- \$500 cleaning/security deposit with rental of Community Rooms only.
- \$600 cleaning/security deposit with rental of Community Rooms and kitchen.
- \$800 cleaning/security deposit when alcohol will be served/sold.

Facility Security Deposits may be reduced to \$200 by the department for membership meetings conducted by local non-profit organizations or other governmental agencies, when no other activities are being conducted in association with said meeting.

All deposits are fully refundable within three (3) weeks after the event if the following criteria are met:

1. There is no damage to the facility.
2. There is no additional staff time required to clean or repair the facility as a result of the event.
3. The cleaning of the facility is completed per the checklist (see page 7).
4. The hours of use do not exceed those paid for and agreed upon in the rental contract.
5. Only the rooms designated on the rental contract were used.
6. Police or City staff intervention was not required as a result of the event.<sup>1</sup>

Fees will not be refunded if actual use time is less than the rental period agreed upon in the Rental Application. Therefore, reserved time should be chosen carefully.

#### 5. Insurance Requirements

The group or organization using city facilities shall maintain limits of no less than:

##### General Liability

- General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- General Aggregate of \$2,000,000.
- General Liability Additional Insured Endorsement naming the following as additional insured **on 2001 or earlier issued endorsement forms**: "City of Manteca, its officers, officials, employees, agents and volunteers"

##### Other Insurance Provisions

The policy is to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of the activities performed by or on behalf of the Insured (applicant); products and completed operations of the applicant; premises owned, occupied or used by the applicant; or automobiles owned, leased, hired or borrowed by the applicant. The coverage shall contain no special limitations on the scope of protection afforded the City, its officers, officials, employees, agents, or volunteers.
2. For any claims related to this event, the applicant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the applicant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

#### Verification of Coverage

Applicant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City (copies attached). All endorsements are to be received and approved by the City before the date of the event. As an alternative to the City's forms, the applicant's insurer may provide complete, certified copies of all required insurance policies including endorsements effecting coverage required by these specifications.

Failure to provide the required insurance by the deadline will be cause to cancel your scheduled usage.

#### 6. Alcoholic Beverages<sup>1</sup>

- Liquor Liability Insurance is required if alcohol is served at any event.
- **Alcoholic beverages are strictly prohibited at any youth oriented or social gathering.** If alcohol is present at a youth oriented party, the event will be suspended immediately and no fees will be refunded.
- **Alcoholic beverages are strictly prohibited at any event or social gathering where the majority of guests are under 20 years of ages.** If alcohol is present at an event where the majority of the guests are under 20 years of age, the event will be suspended immediately and no fee will be refunded.

<sup>1</sup> The responsible party must agree to take full responsibility for the behavior exhibited by the guests. If the City deems an event/rental is uncontrollable and/or unsafe, requiring intervention, applicant will forfeit entire deposit and may be liable for cost related City cost to respond.

- **Alcohol SOLD by any means** (selling tickets, donations, cost in admission price, etc.) **will require** an Alcoholic Beverage Control (ABC) Permit. This permit must be on file with the City of Manteca by the deadline stated in the Reservation Procedure section of this policy. The liquor permit must be displayed in the building area where alcohol beverages are to be sold.
- **Alcohol use by a private party does not require** an ABC Permit from the State Department of Alcoholic Beverages Control or the City of Manteca when the following conditions exist:
  - 1) When there is no payment for contracted vendor services who are providing the alcohol,
  - 2) When there are no donations, fees or other charges requested if attending the event, and
  - 3) When the event is not open to the public.
- Private Security will be required for all events serving alcohol at a ratio of 1 guard per 100 guests.

**7. Amending the Contract**

Once a building reservation has been completed and the renter desires to make changes to the Facility Rental Application, such as changing the hours of use or adding additional rooms to the contract, this shall be done in writing or in person. Changes to a rental date may be considered as a cancellation and re-booking if amendments are made within the ranges of when cancellation fees would be assessed (see Cancellation Policy). An amended Permit Application will be generated outlining the requested changes.

**8. Cancellation Policy**

Cancellation fees are determined by the date the City receives written notification by the responsible party listed on the Facility Rental Application of their intent to cancel the event. Upon receipt of the written cancellation request, the refund, if applicable, will be processed as follows:

<b>90 Days or More</b>	<b>89-61 Days</b>	<b>60-31 Days</b>	<b>30 Days or Less</b>
No Penalty	50% of fees held	75% of fees held	100% of fees held

Cancellation fees and designated percentages are calculated from the rental fee that was determined and agreed upon in the rental contract. The rental fee does not include the security deposit. Any fees on cancelled events will be deducted from the security deposit, if fees have not been paid.

**9. Security at Event**

The City of Manteca reserves the right to require security personnel based on an appropriate ratio to attendees as deemed necessary by the City, to ensure the safety and welfare of the attendees while utilizing the facility. In addition, the City reserves the right to restrict or limit access to the building during the course of the rental. A copy of a signed contract between the security company and the renter must be on file by the deadline listed in the Rental Procedures section.

Security for all events must possess a certification from the California Department of Consumer Affairs Bureau of Security and Investigative Services.

## **10. Cleaning Requirements**

Set-up and take down are the sole responsibility of the applicant and must be done within the rental time agreed upon in the rental agreement. The City offers two options to meet the cleaning requirements:

Option 1: City will coordinate all cleaning with the City's custodial contractor. Renter will be responsible for all costs related to this option, please confirm this cost at the time of your rental reservation. If this option is selected, the renter is still required to wipe down and take down all city equipment used during the event (i.e. tables and chairs).

Option 2: Renter is responsible for all cleaning and must be done within the rental time agreed upon in the rental agreement. You are required to leave the Transit Center, both inside and outside, clean and free from trash and debris. Please refer to the attached cleaning checklist for the City's cleaning requirements.

The following cleaning supplies are provided for your use:

- Brooms and Dust Pans
- Buckets and Mops
- Garbage Liners
- Vacuum Cleaner
- Paper Towels
- Bathroom paper products

Any additional supplies (i.e. glass cleaners, dish soap, etc.) are the renters responsibility.

## **11. Facility Keys**

Facility keys will not be given to renters. To monitor the safety and security of the facility, a Facility Attendant will be assigned to your event and will let you in/out of the Community Center. His/her duties include confirmation of security personnel, if applicable, facility inspection and supervision of the event. Please note, the Facility Attendant does not take the place of the required security personnel and/or adult supervision necessary for the rental.

## **12. Kitchen**

Any food/beverage items left on site will be disposed of immediately following the rental period as indicated on the contract. Fees may be withheld from the deposit if City staff time is required to dispose of any leftover food or trash.

## **13. Decorations**

Tacks, pins, nails, staples, screws and scotch tape are NOT permitted on walls, tables, etc. Masking tape is permissible. No decorations are permitted which would damage or discolor the facility or grounds. Any special decorations, activities or amenities must have the written approval of the Project Manager and must be delivered and picked up within your reserved time. Open flames or

candles are not allowed inside the facility. Fees may be withheld from the deposit if City staff time is required to remove or dispose of any remaining decorations.

#### **14. Live Animals**

Live animals are not permitted inside City buildings with the exception of certified service animals. Farm animals of any type are not allowed on/in public facilities to include public buildings, grounds and parking lots. This includes, but is not limited to, horses and ponies.

#### **15. Structures**

Inflatable structures, tents, dunk tanks and climbing walls are not permitted inside City buildings, on the grounds or in the parking lots.

#### **16. Facility Restrictions**

- 16.1. City staff will not distribute or promote information on rentals and uses held in City facilities. Therefore, please ensure flyers/ads and other promotional materials list the renter's contact phone number.
- 16.2. Smoking is not prohibited inside City facilities. Guests may smoke outside, but must be at least 20 feet away from the building entrances and exits.
- 16.3. Parking large trucks such as moving trucks and semi tractor-trailer trucks on City property is prohibited. Vehicles are not to be parked on the grass or sidewalk. Damage done to City property or facility as a result of a vehicle will be charged against the rental/security deposit.
- 16.4. The City of Manteca will not grant use of their facilities to any individual or group, political or otherwise, that advocates the overthrow of the government of the United State of America or the State of California by force, violence or any other unlawful means; or to any individual or group, political or otherwise, that discriminates because of race, religious creed, color, national origin ancestry or sex.
- 16.5. The City of Manteca reserves the right to refuse to grant the use of its facilities to any person or group if such use is deemed to be contrary to the best interest of the City and/or its residents.
- 16.6. Facility users are not permitted to store any equipment or items associated with their events in any City buildings.

#### **17. Damages**

The applicant agrees to reimburse the City for all costs incurred by it in repairing damages including, but not limited to, the facility, furnishings, fixtures, grounds, and/or additional cleaning required outside of the normal scope for said facility maintenance, which occurred in connection with the permitted activity and caused by the renter, sponsoring organizations and/or attendees. Reimbursement for such expenses that are in excess of the security deposit will be invoiced to the renter.

#### **18. Denied Requests/Cancelled Permits**

A request may be denied, or a permit cancelled, on the grounds that the applicant has previously had a permit revoked in the City of Manteca or another jurisdiction for violation of permit conditions, or failure to fulfill any use requirement by the established deadline, including, but not limited to, the payment of facility fees or extra fees.

**19. General**

- 19.1. The renter, as indicated on the Facility Rental Application, agrees to be present for the duration of the event as listed on the approved permit.
- 19.2. Series meetings are not allowed at the facility. Series meetings shall be defined as using and booking a facility for more than three (3) consecutive months, or more than nine (9) dates within any three (3) month period. Groups that utilize a facility within the limits of this policy may not book additional dates until the completion of the existing rentals.
- 19.3. Any items left in or on the property will be held for two (2) business days, after which time, said items will be disposed of at the discretion of City staff.
- 19.4. Host organization or private renter hereby assumes complete financial responsibility for damages to persons or property caused by negligent or unlawful conduct occurring during the use of the facility. If damages exceed the amount of the Cleaning/Security deposit, user shall reimburse the City for repaid or clean-up cost.
- 19.5. The renter shall be responsible for removing all trash, equipment and property brought in by user.
- 19.6. The renter shall ensure adherence to facility seating and assembly capacities.
- 19.7. Administrative changes to this policy may be made by City staff as needed.