

# CITY OF HEMET LIBRARY RENTAL FACILITY RULES & REGULATIONS



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The following rules and regulations have been reviewed by staff, the Library Board of Trustees, and approved by the Hemet City Council. Rental facilities include the upstairs portion of the Hemet Public Library and its patio area(s). Equipment may also be rented, if available, in conjunction with rental or use of specific facilities.

The City of Hemet upstairs Library facilities and its staff are under the supervision of the Library Director. Library Staff is not responsible for upstairs programs. Facility reservations are available to the public for activities and programs that meet the needs and interests of the community. The City of Hemet has established rental fees and services based upon costs of maintenance, utilities, supervision and/or other direct costs. The rules and regulations herein have been developed to insure that the facilities of the City are used in a responsible manner and that the public investment in these facilities are adequately safe guarded.

### **REQUESTING AND RESERVING USE OF FACILITIES**

- A. Reservations for use of the facilities shall be made in writing on the contract provided by the City of Hemet for that purpose. Reservations shall not be allowed greater than thirteen (13) months in advance.
- B. Telephone inquiries are not binding, and do not constitute a reservation.
- C. A reservation will be considered firm only when a contract has been completed, signed by the facility supervisor, **all fees are paid in full, and permits and other paperwork are submitted NO later then fifteen (15) days prior to event.**
- D. Cancellation of a rental, or changing of a confirmed date, will result in loss of the deposit. If the facility can be re-booked with a comparable rental (one equal to canceled event) then 75% of the client's deposit will be returned. Cancellation fourteen (14) days or less prior to an event will result in the loss of any rental fees paid, in addition to the deposit.
- E. All applications for use are subject to approval of the facility supervisor who shall have the right to deny service to any applicant based on provisions established in this set of rules and regulations.
- F. The Library is a public building and will observe all City of Hemet holidays. Under no circumstances will any group be allowed admission to the facility or entitled to use of the facilities on holidays. The City Manager may approve facility use on holidays.
- G. **Fee Waiver:** The City of Hemet has adopted a rental rate schedule outlining the fee structure for use of the City of Hemet Library (upstairs only), and its patio areas. "No Charge" will only apply as long as there is no direct impact to the Library budget and/or City General fund. All "No Charge" requests shall be conducted during regular Library business hours. Any programs/activities taking place outside regular business hours will have staff time charged to their accounts and/or charged directly to the organization or person conducting the activity/program. A fee waiver can only be obtained by a formal written request.

**Category One - No Charge:**

- ❖ City sponsored activities approved by the City Manager and/or by City Council action.
- ❖ Use by departments and divisions of the City of Hemet for City business and/or activities directly related to the Library is subject to approval by the City Manager.
- ❖ Use which furthers the legislative agenda of the City of Hemet. Examples might include discussion of legislative issues with electee's, Action Group speakers and joint meetings with other agencies. This category will be approved by the City Manager.

The City of Hemet believes its facility rental rates to be fair and reasonable. For that reason, waiver of the fee(s) will be unlikely.

**FACILITY RESERVATIONS GUIDELINES**

- A. Facility Reservation personnel shall have the right to assign or reassign meeting rooms as it deems appropriate based on the nature of the event, estimated number of participants, continued cancellations by a group, etc. All rooms will be booked with a minimum of 3 hours use.
- B. Reservations will be revoked - at any time - when a violation of the approved rules and regulations has occurred and will result in cancellation of the event and/or loss of deposit.
- C. Ongoing Saturday & Sunday use on a regular basis is discouraged. This is to avoid a monopoly by any one person(s), agency, or organization(s).
- D. Security is required for ALL events serving alcohol and /or large groups.
- E. The City shall have the right to control and operate the public portions of the facilities, the heating, air conditioning, and common use areas in a manner deemed best for the City.
- F. City equipment shall not be removed from the facility.
- G. Smoking is prohibited in all City facilities, elevators, and entrance areas in compliance with City Code.
- H. All propane and BBQ equipment must be placed in the approved marked location as designated by the Hemet Fire Department (See rental staff for location).
- I. Decorations require prior approval by Facility Reservation personnel. No signs or decorations will be nailed, taped or permanently affixed to the facility walls, ceilings, windows or drapes. Decorations must be fire resistant. No glitter or other similar items will be allowed to be thrown in or around the facility.
- J. No open flames are allowed in the facility.
- K. No pyrotechnics, smoke or bubble machines are allowed. If smoke alarms are activated due to the use of such items which result in the call out of the Hemet Fire Department, a \$75

false alarm fee will be charged.

- L. DJ's or bands are permitted at events. However, all music must conclude at least thirty (30) minutes prior to the end of the event.
- M. Your end time means the facility must be empty of all guests. Your clean up time means all decorations, food, etc. must be removed, and the facility cleaned according to the check list provided in your rules and regulations. We suggest you have enough people to help you accomplish your cleanup duties during the time allotted. Facility staff will provide trash bags and cleaning supplies for your use when cleaning the facility. Facility staff will take down the tables and chairs.
- N. Under **NO** circumstances are tips or gratuities of any kind allowed to be offered to Facility/City staff. Facility/City staff is not allowed to accept any form of tips or gratuities in lieu of allowing an event to run longer than scheduled.
- O. Staff is responsible for, and has authority over, the facility, equipment, and activities. Staff shall have the authority to request changes in activities or cessation of activities for public safety and well being. Users must comply with instructions, requests, all policies, and rules and regulations. Failure to comply with a staff request will result in the cancellation of the event, and loss of all fees and deposits paid.
- P. All established fees have been reviewed and approved by the Library Board of Trustees and City Council. Any exceptions or special requests not covered by this policy must be submitted in writing to the Facility Supervisor and shall be reviewed by both the City Manager and the Supervisor.
- Q. Failure to comply with any of these rules and regulations will result in loss of the deposit, all monies paid, and the cancellation of the event.
- R. Under **NO** circumstances is throwing, tossing, hanging items from patio or balconies allowed.
- S. **NO** regular reoccurring (i.e. daily, weekly, monthly, quarterly) private uses will be allowed by any group.
- T. Rooms will **ONLY** be available on a first come first served basis.
- U. **NO** animals will be allowed in the facility, except those required for ADA purposes.

## **CATEGORIES OF USE**

The City of Hemet has established rental fees and services based upon the costs of maintenance, utilities, supervision and/or other direct costs. It is for these reasons the City of Hemet utilizes a category system to identify the appropriate costs to be charged according to individual use, program, activity, or event. All rooms will be booked with a three (3) hour minimum requirement. The following Categories shall be used to determine rental fees:

### **Category One**

Provisions apply to the following: City Council, City Departments, City Commissions and Committees, or co-sponsored meetings/seminars/conferences.

Use by City departments subject to approval by the City Manager or City Council action.

1. Term "co-sponsored" means working with, in conjunction, and/or in relation to the requesting City department, Agency, City Council, Board, or Commission.
2. The activity must be of a general meeting or seminar/workshop type in ..... nature. The qualifying organization(s) must book the facility through the City staff member and have approval from the requesting Department Director and Facility Rental Supervisor. The requesting department will provide full-time City staff for the event, or assume the cost of rental staff scheduled to work the event. Written approval must be forwarded to Facility Reservation personnel. City personnel may not host personal or family related events under this category.
3. Departments and divisions requesting the use of the upstairs Library for meetings must have 75 or more persons attending and/or special permission from the City Manager's office.
4. Activities which promote the adopted legislative agenda of the City of Hemet.

### **Category Two**

The City of Hemet will have one flat fee for all the events listed. Examples of such events are listed below:

Business meetings, workshops, seminars, special events, private groups, governmental uses, religious establishments, special occasions, non-profit groups, or private events.

2. Obscene entertainment or lyrics are prohibited. No other adult entertainment, as defined per the City of Hemet Municipal Code, shall be permitted.
3. Band/concert type events indoors shall NOT exceed 50 decibels, and band/concerts outdoors shall NOT exceed 70 decibels, per the City of Hemet General Plan.

## REASONS FOR DENYING REQUESTS OR CANCELING AN EVENT

The City of Hemet may deny an applicant the privilege of using the facilities, even if they are available, and/or cancel an event for any of the following reasons:

- A. Violation of the "Rules and Regulations".
- B. Failure to cooperate with City staff.
- C. Previous incidents by the applicant wherein use of the facility resulted in damage, misuse of facilities, or equipment.
- D. Misrepresentation of an event.
- E. Failure to provide all the necessary documentation, and full payment (15) days prior to the event date as requested by staff or per facility contract.
- F. Any violent outburst which may result in harm and/or damage to attendees, participants, City personnel, security personnel, or where the public is in danger of harm.
- G. Applicant, participants, and visitors causing damage to any City or non-City property (i.e. vehicles, street lights, mail box, etc.).
- H. Improperly supervising or monitoring children, attendees, and visitors.
- I. Improperly selling any food or liquor item(s) without proper permits.
- J. Anything not listed that the City of Hemet deems as a public safety issue or health risk.
- K. Failure to meet and comply with the terms and conditions of users agreement will result in the loss of the full deposit, all monies paid, and cancellation of the event.

## PAYMENT OF FEES AND DEPOSITS

- A. Reservations are not final until the Facility Supervisor has approved the event, all fees have been paid in full, and all paperwork is submitted.
- B. Full payment is due fifteen (15) days prior to the date of the event. Payments will be accepted only during normal business hours: 8:00 a.m. to 4:00 p.m., Monday - Friday.
- C. Cancellation of a rental, or changing of a confirmed date, will result in loss of the deposit. If the facility can be re-booked with a comparable rental (one equal or greater in size), then 75% of the client's deposit will be returned. Cancellation fourteen (14) days or less prior to the event date will result in the loss of any rental fees paid, in addition to the deposit.
- D. A \$300 facility/damage deposit is required for all events (listed under Category Two). Full Payment of the deposit is due at the time the contract is signed. Deposits are refundable ONLY after the facility and/or equipment is found to be in satisfactory condition as determined by City staff. If the facility is found in satisfactory condition, expect refund of

the deposit within four weeks after the date of the event. Deposits will be processed on the first regular business day following the event date.

## **LIABILITY**

Applicant shall assume full liability for injury to persons, or damage to property, caused by negligence or improper/unauthorized use of the facilities. The applicant shall agree to indemnify, defend, and hold harmless the City of Hemet and its officers, agents and employees from any liability or damage that in anyway is related to the applicant use of the facility. The City of Hemet will not be liable for the property or personal effects of anyone using the facility.

## **EQUIPMENT AND SERVICES**

The City of Hemet shall provide the following basic items of equipment from its current stock it has on hand if available: Chairs and Tables

## **LICENCES**

Users and vendors may be required to secure a business license from the City of Hemet Business License Department.

## **PUBLICITY FOR RENTAL EVENTS**

No publicity of any meeting or event held at the Library may be released until a contract is signed and the required deposit is received by Facility Reservation personnel.

All persons, organizations, and companies who rent any City facility, or make a presentation at a City facility offering advice, assistance, description, or offer for sale any form of financial investment, will provide the City with the following items:

1. The person(s), organization, group, or company must provide proof of attorney and/or investment counselor license (i.e. State Bar, Insurance, or Securities License).
2. Proof that a disclaimer be placed on all flyers, post-boards, promotional, and advertising which states: "Not sponsored, recommended by, endorsed, or affiliated with the City of Hemet or the Hemet Public Library" in 14 point type/font or larger.
3. Provide proof of City of Hemet business license no later then fifteen (15) days prior to event.

**NOTE:** Charitable and non-profit fundraising events are permitted. The sale of goods and services by private individuals or business for profit is prohibited, including the provision of tax, financial, legal or other professional services.

**RENTAL CONTRACT PROCEDURE**

Rental contracts may be obtained at the Hemet Public Library, 300 E. Latham Avenue, Hemet. If the date of the event is available, a contract will be executed upon receipt of the facility/ damage deposit. No contract will be considered final until management approval, all fees are paid in full, and all required paperwork is submitted. Users will be responsible to supply information including, but not limited to:

- 1. Type of event;
- 2. Number of persons expected to attend the event;
- 3. If alcohol will be served or sold;
- 4. Room setup sheet;
- 5. Security Guard contract (party/event rental).

All fees and the above listed items are due no later than fifteen (15) days prior to the event date. Rental fees include a City staff person to open and close the building, and to provide facility assistance and maintenance.

**CLEANING THE FACILITY**

General cleanup is the applicant’s responsibility. The applicant shall make sure all decorations, food, gifts, and rental equipment are removed from the facility at the end of the event. Applicant shall make sure the facility is clean before leaving the event. Trash must be put in the proper receptacles and the room must be returned to an “as found” condition.

After your event has been completed, City staff will conduct a walk-through inspection with the applicant. This inspection will help the Facility Supervisor determine the amount for processing either your full deposit refund or retaining a determined amount to cover any damages or vandalism to City property as well as to cover any additional cleaning needed to be done by staff.

**CLEANING CHECK LIST**

**MAIN ROOM**

- \_\_\_\_\_ A. Clean table tops and chairs of debris

**KITCHEN**

- \_\_\_\_\_ A. Remove/dispose of all equipment your organization supplied
- \_\_\_\_\_ B. Clean all equipment, counters and walls of food and debris
- \_\_\_\_\_ C. Clean counters and sinks
- \_\_\_\_\_ D. Wash coffee pot(s) - do not put coffee grounds in the garbage disposal
- \_\_\_\_\_ E. Collect and remove all trash
- \_\_\_\_\_ F. Missing, damaged or broken items: \_\_\_\_\_

**LOBBY**

- \_\_\_\_\_ A. Collect and remove all trash
- \_\_\_\_\_ B. Straighten-up lobby and take personal supplies with you

## SECURITY GUARD REQUIREMENTS

Applicant is solely responsible for hiring and paying for the security services for their event.

Security guards must be on duty before guests are permitted to enter the building. Security guards will control guests leaving and re-entering the function.

It is the duty of the security guards to keep the guests attending within the numbers stated on the original contract. If the numbers of guests are larger than stated on the original contract, the event will be subject to immediate cancellation with no refund of fees.

For safety reasons, security guards will check areas being used, and will insure proper conduct. Security guards will be responsible to insure the building is empty of guests before closing.

The numbers of security guards requested below are *minimum* requirements, and additional security guards may be required at the discretion of management, or the security guard company.

One guard	-	1 to 50 people
Two (2) guards	-	51 to 100 people
Three (3) guards	-	51 to 100 people (Events serving alcohol)
Three (3) guards	-	101 to 250 people
Four (4) guards	-	251 to 400 people

The security guard company is required to provide the Facility Supervisor with the following no later than fifteen (15) days prior to the event:

1. Private Patrol Operators License;
2. Workmen Compensation Insurance Policy;
3. Liability Insurance Policy;
4. City of Hemet Business License;
5. Copy of their contract with the applicant.

**NOTE:** Security requirements for City sponsored events will be considered on a case by case basis, and will be at the discretion of the Facility Supervisor.

## FOOD SERVICE REQUIREMENTS

The public is permitted to bring food into the upstairs Library facility. Food must be prepared in advanced or services of caterer utilized. Food must **NOT** be prepared on the library site.

## LIQUOR REQUIREMENTS

**Complimentary Liquor:** serving liquor with the meal, toast or hosted bar. Bringing any alcohol beverage into a function not approved in the original rental contract will result in the event being immediately canceled and all fees will be forfeited. All alcohol beverages will be brought in by the applicant. Alcohol will be served over a bar by a person at least twenty-one (21) years of age designated by the applicant. All champagne bottles must be opened in the kitchen.

**Selling Liquor:** any applicant who will be selling liquor (i.e. cash bar, and drinks for a fee) is required to provide a license from the State Alcoholic Beverage Control Department.

Alcoholic Beverage Control Department  
3737 Main St., Suite 900  
Riverside, CA 92051  
(909) 782-4400  
Hours: 8:00 am to 5:00 pm, Monday through Friday

Liquor sales must, by law, be conducted by an entity licensed to do so by the Alcoholic Beverage Control Department. If the applicant and/or seller is not licensed, the applicant must contract with a licensed person to conduct any liquor sales. Any questions as to the need for, and requirements of obtaining the appropriate Alcoholic Beverage Control licenses(s) should be directed to the address or number listed above.

The applicant must provide a copy of the permit from the Alcoholic Beverage Control office to Facility Reservation personnel fifteen (15) days prior to the event if liquor is to be sold. The Alcoholic Beverage Control license must be posted in plain public view near the bar, or any other location where liquor is being served during the event.

Liquor may not be served or sold during setup or cleanup time. Service of any alcoholic beverages must end one hour before the time stated on the contract for the event to end and not later than 10:00 p.m. **Alcohol consumption is restricted to a five (5) hour maximum to run consecutively**, and may start at whatever hour the applicant designates, provided security guards are present.

Liquor may **NOT** be served to minors. The applicant's failure to comply, monitor, and enforce this law is grounds for terminating the event and forfeiting all deposits and fees. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed by a minor on City premises shall be the sole responsibility of the applicant, user, group, organization, its sponsors, or the adult representative. Alcohol may only be served and consumed in the rental area. **Under no circumstances will consumption be permitted in the lobby area, restrooms, parking lot, etc.** If additional alcohol beverages are needed during the function, this must be coordinated by the applicant and the security guard in charge.

Facility staff and security guards will be monitoring the event and have the authority to suspend the serving or selling of liquor and/or close your event. If it is necessary to contact the Police Department for any disturbances caused by the rental applicant, clients, or guests, the applicant

will be held liable for all police and additional charges incurred by the City at a rate of \$75 hour.

### **ADDITIONAL REGULATIONS FOR CATEGORY TWO USE**

These regulations supplement the general rules and regulations.

1. Any decorations used must be completely removed and disposed of at the conclusion of the event. No alteration of existing facilities is permitted.
2. Smoking is prohibited in all areas within the facility and all patio areas.
3. The facility, parking lot, grounds, and equipment shall be left in the same condition as they were prior to the event. Any loss or damage shall be deducted from the deposit.
4. The deposit will be processed on the next business day following the event if no damage or loss of equipment occurs. If damage or loss does occur, the deposit will be held until estimates can be obtained. All replacement and/or repair fees will be deducted from the deposit and the remainder (if any) will be mailed to the address on the contract.
5. If the facility is not left clean, a cleaning crew will be hired by the facility staff, and a charge of \$50 per hour will be deducted from the deposit and the remainder (if any) will be mailed to the address on the contract. Cleaning: please see page 7.
6. If there was no damage or loss to the facility, and the facility was cleaned according to the rules and regulations, expect the deposit refund check four weeks after the event date.
7. Security Guards: please see page 8.
8. Food Service Requirements: please see page 8.
9. Liquor: please see page 9.
10. All organizations utilizing space in the Library must comply with all local, state, and federal laws. This includes necessary licenses, insurance, sales tax permits, workers compensation, alcoholic beverage control, and other laws pertaining to the particular organization.
11. No organization may use the Library address as a mailing address.
12. Telephones in the Library are for City business use only.
13. No organization may use the common areas, parking lots, or grounds of the Library for solicitations, sales, or any other type of transaction. Common areas are defined as those areas not available on a rental basis, including, but not limited to the lobby, office area, and parking lots. Unless otherwise approved by City Officials.
14. Storage of property of any organization using the Library is not permissible.

15. Rental of Library space does not convey any sanction of an organization's philosophy or practices by the City of Hemet. No organization may state or infer any official sanction by the City of Hemet unless so ordered by the City Council. No organization business, club, or group will infer, or intentionally convey to the public the City's support, endorsement, or recommendation of their product, advice and/or philosophy without official sanction by the Hemet City Council. The only exception to this will be City of Hemet sponsored events.
16. All publicity will have a disclaimer placed on all flyers, post-boards, promotions and advertising which states: "Not sponsored, recommended by, endorsed, or affiliated with the City of Hemet or the Hemet Public Library" in a 14 point type/font or larger.
17. The party cannot exceed the number of people listed on the contract, with children counting toward that number.
18. Serving alcohol is limited to five hours – the time must be written on the contract.
19. Security guards must be on duty from the time the event starts to the time the event ends (decoration and cleanup time excluded).
20. If you leave the event before the cleaning checklist is completed and signed by you (or a designated person on the contract) and City staff, you may lose your deposit.
21. Applicant cannot change the setup after the fifteen (15) day deadline.
22. Children must be supervised at all times. They must remain with their parents or guardian, and they cannot play in the lobby or outside areas.
23. No glitter, fairy dust, confetti, or gum is allowed in the building.
24. Indoor band/concert type events shall not exceed 50 decibels, and outdoor band/concert type events shall not exceed 70 decibels, per the City of Hemet General Plan.
25. No food or drink is allowed outside of the rental area including the parking lot, restrooms, or lobby.
26. No fighting, violence, or intoxication will be tolerated.
27. If these rules are not followed, the party may be shut down and no refunds will be given.

## FEE SCHEDULE

### Library Area Use

#### Main Hall / Kitchen (Groups 400 & under)

Category One	(City use)	No Charge
Category Two	(Public use)	\$ 391.00 first 3 hours \$125.00 each add. hour

#### Main Hall / No Kitchen (Groups 400 & under)

Category One	(City use)	No Charge
Category Two	(Public Use)	\$ 391.00 first 3 hours \$ 100.00 each add. hour

## FACILITY DEPOSIT AND ADDITIONAL FEES

Refundable facility / damage deposit for all groups and large events: \$ 300.00  
**(If the facility is not left clean, a cleaning crew will be hired by the facility staff, and a charge of \$50 per hour will be deducted from the deposit and the remainder (if any) will be mailed to the address on the contract.)**

Decorating, pre-setup: \$ 76.00 per hour.  
Post clean-up: \$ 76.00 per hour.

A deposit is required for all groups and large events, and is not applied toward the rental fee. A deposit is paid at the time of reservation and is refundable after the facility and/or equipment is found to be in satisfactory condition as determined by City staff or Facility Reservation personnel. Applicant is responsible for any and all damages to City property, or the loss of property. Repair or replacement costs are based on actual expenses and normal City overhead.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_