



FACILITY USE POLICY SUMMARY AGE WELL CENTER AT SOUTH FREMONT

The City of Fremont is pleased that you have chosen the Age Well Center at South Fremont for your activity, event, or party. To assist you in understanding the rules and regulations for using the building, we are providing you with this easy reference guide, which summarizes the official facility use policy.

By your willingness and assistance in maintaining the Center's cleanliness and attractiveness, you benefit others who use the Center.

Proper consideration of the hours agreed upon by you, the members of your party, and the City will ensure an enjoyable time for all.

Room Capacity	Large Activity Room	86 people with chairs only 43 people with tables and chairs Food and Beverages may be served
	Small Activity Room	33 people with chairs only 16 people with tables and chairs Food and Beverages may be served
	Conference Room	24 people with chairs only 16 people with chairs and tables Food and Beverage are NOT allowed
	MPR	122 people with chairs only 70 people with chairs and tables Food and Beverages may be served

Reservations Reservations will be accepted no more than 1 year in advance.

Rental Business Hours:

Rental Business is conducted in person or by phone during the following times:

Monday to Friday 8:00 a.m to 3:00 p.m.

Reservations

- Reservations are accepted on a first-come, first-served basis, and are confirmed upon receipt of payment of a \$275 cleaning/damage/overtime/cancellation deposit and a completed application. **All applicants must be at least 21 years of age.**
- In the event that two or more parties are present and want the facility for the same day, lot will make the decision.
- Major community-wide events determined by the Department to be in the public interest may be scheduled up to one year in advance.
- One-time events such as private parties and weddings are scheduled 1 year in advance.
- *Ongoing requested rental dates are also confirmed up to 1 year in advance.*
- City-sponsored events take priority over private-party events.
- Applications for use of the Age Well Center at South Fremont facilities must be completed and filed at the Age Well Center at South Fremont at least fourteen (14) days before desired dates of use. *Exceptions may be made.*
- Reservations must be made in person. *Exceptions may be made.*
- Responsible party must be present at the entire event.
- **Prime Time Hours: Prime time rentals are designated as Friday evening from 5:00 pm to 1 am, and all-day Saturday and Sunday. All renters must pay the prime rate of \$120 per hour for the Multi-Purpose Room (for Fremont residents). All other rooms will also be rented at the amounts listed in the contract as appropriate. A six-hour minimum rental is required during prime time for all rooms.**
- **A two-hour minimum is required for all rentals Monday – Thursday evenings.**
- *Ongoing rentals are not subject to the six-hour minimum unless they are renting in addition to their normal rental time during prime-time hours*
- **When requesting rental time (hours of use), PLEASE INCLUDE SET UP, TAKE DOWN, CLEANING TIME AND CHECK OUT.**
- As part of the application process, you will be asked to validate your Fremont residence with your driver's license. A copy of the license will be made and attached to your application. If the

address on the license does not reflect a Fremont residence, the non-resident rate will be charged.

- **Rental fees are paid separately from the \$275 deposit and these fees are due, in full, fifteen (15) working days before the event.**
- **Deposits and rental fees may be paid by check (payable to *The City of Fremont*), cash, Discover Card, Master Card, Visa, money order, or cashier's check. Rentals that are booked within two weeks of the event need to be paid in cash or by credit card (Discover Card, Master Card or Visa) and must be paid in full at the time the reservation is made.**
- *Ongoing rental fees are due upon receipt of invoice, unless other arrangements are made.*
- Ongoing reservations must be made and/or revised at least fourteen (14) days in advance.
- **There are no refunds for "unused" time. Including scheduled kitchen time.**

Deposit

- A \$275 cleaning/damage/overtime/cancellation deposit is required for all rentals. The fee will be returned in full unless damages and/or additional fees are assessed.
- The City will mail a check for the refundable deposit to you within **fifteen (15) business days** after the event.
- *Ongoing renters are required to have a \$275 deposit maintained at all times.*

Fees

- Rental rates may change periodically.
- *Ongoing Renters will be given 30 days notice prior to the rate change going into effect.*

Room Arrangement

- Renters may rearrange equipment in the rented rooms, but everything **must be** placed back in the same arrangement in which it was found. Failure to do so will incur a charge.
- Rental of rooms does NOT include access to or use of the offices or lounge areas or borrowing of furniture from these areas.

Decorations

- If you wish to affix decorations to the walls or doors, masking tape is acceptable. PLEASE DO NOT USE PINS, NAILS, TACKS, OR SCOTCH TAPE.
- All decorations must be fireproof.
- Please be sure balloons are securely attached and will not float to ceiling. If balloons require City maintenance for retrieval, the renter will be assessed \$50 for this service.
- Please do not attach any decorations to light fixtures, especially chandeliers.
- All masking tape and decorations must be removed after the event.

NO SMOKING

- **Smoking is not allowed in the Age Well Center at South Fremont, front walkways or in the patio areas.**

Alcohol

- The serving of beer, wine, and champagne is by written permit only. This form must be completed at the time application is completed.
- **No hard liquor is permitted. If hard liquor is brought into the building, the event will be shut down immediately.**
- Alcohol may only be served to those 21 years of age or older. **Underage drinking will be cause for shutting down the event.**
- Alcohol may be served for a maximum of four hours.
- No one shall be admitted to the Age Well Center at South Fremont facilities who are under the influence of alcohol or who has alcoholic beverages in his possession.
- **If there is a charge for admittance OR if alcohol is sold by the glass, a special permit is required from the City of Fremont Police Department and the Alcohol Beverage Control in Oakland. A copy of the license must be submitted one (1) working day before the event.**
- **FAILURE TO COMPLY WITH THESE RULES MAY RESULT IN YOUR EVENT BEING SHUT DOWN.**

Days and Times Available for Rental

- Facility rentals are available as follows:

Monday through Thursday	5:00 p.m. - 11:00 p.m.
Friday	5:00 p.m. - 1:00 a.m.*
Saturday	8:00 a.m. - 1:00 a.m.*
Sunday	8:00 a.m. – 12:00 a.m.*

* = *Prime Time Hours*

- **Set up time the night before an event is NOT available. Set up is only available during scheduled rental times.**
- Users must be sure the building is cleaned, all furniture returned to original location and all persons are out of the facility **BY THE TIME SPECIFIED ON THE APPLICATION.**

Cleaning Requirements

- All renters are expected to clean the rented areas after the event.
- A building attendant is available to help you locate cleaning supplies, but attendants are **NOT** responsible for clean-up.
- Prior to the beginning of the event the building attendant will go through a checklist with the renter to confirm the condition of the rented areas. After the event, the same procedure will be followed to determine the condition of the rented areas.
- Garbage in plastic bags, cartons and bottles are to be emptied into the dumpster located in the parking area next to the Senior Center. **Bags are NOT to be placed beside the dumpster.** Garbage should NOT be thrown into recycle dumpster.
- Full garbage cans are not to be left inside the building or outside the Age Well Center at South Fremont in the back of the kitchen.
- All tables and chairs are to be wiped off thoroughly.
- All spills on the floor, including the kitchen, are to be mopped up. All trash on the floor is to be picked up or swept and disposed of appropriately.
- All kitchen surfaces are to be wiped clean. Spills in the ovens and microwave are to be wiped clean.
- The garbage disposal is not to be used for anything but garbage—PLEASE no cigarette butts, rubber bands, etc.
- Restrooms must be cleared of debris as a result of any unusual occurrences.

If the event is shut down for any reason, please note that it is still the renter's responsibility to make sure the building is clean as described above. No refunds will be given if this occurs.

Cleaning of Patios, Lawns

- No garbage or debris of any kind is to be left outside the Center on the patios or lawns.

Cleaning Deposit Deductions

- The costs for the following infractions will be charged accordingly and deducted from the \$275.00 deposit whether determined by the Building Attendant immediately after the event, or by staff the next working day:

- | | | |
|----|---|-----------------------------|
| A. | Tables and chairs not cleaned | \$50 |
| B. | Spills on floors/debris not swept | \$50 |
| C. | Room not rearranged properly and/or furniture not put away | \$50 |
| D. | Garbage and trash not emptied into the dumpster | \$50 |
| E. | Kitchen not clean | \$50 |
| F. | Garbage/trash left on patios | \$50 |
| G. | Balloon retrieval | \$50 |
| H. | Restrooms not cleaned of debris | \$50 |
| I. | Tape left on walls or chandeliers | \$50 |
| J. | Use of fog/dry ice machine causing fire alarm to be triggered | \$75 |
| K. | Damage to foliage and/or outside containers | cost of replacement. |
| L. | If there is any damage to the Age Well Center at South Fremont property or equipment, the renter will be charged the actual cost of the repair or replacement. | |

Overtime Hours

- **Overtime hours will be charged at one and one-half (1-1/2) times the hourly rental rate (to the nearest half-hour), plus the hourly rate for staff.**
- Overtime is defined as using the facility longer than the time specified on the application. This includes time before and time after hours specified on the application.
- *Ongoing renters' overtime is defined as using the facility longer than the time specified on the application or time arranged for with Rental/Office Coordinator.*
- The availability of the facility and the willingness of the building attendant to stay longer than previously scheduled will also determine the extension of time of an event.

Additional Assessments

- **A fee of \$200 per half hour will be charged for events exceeding the 1:00 a.m. closing on Fridays and Saturdays and the 12:00 a.m. closing on Sundays and 11:00 p.m. on weekdays.**
- **As of January 1, 2011, the Expanded Polystyrene (EPS) Food Service Ware Ordinance is in effect.** This means that the use of any Expanded Polystyrene (#6) food service ware (commonly known as Styrofoam) is no longer allowed. Violations may result in fines up to \$500. Please see more detailed information at the end of this packet.
- A fee of \$75 will be charged for any false alarm triggered or any request for police services necessitated by a disturbance or non-compliance of Building Attendant requests.
- *A fee of \$50 will be charged for ongoing renters who do not pay their monthly rental charges in full by the end of each month unless prior arrangements have been made with the Rental/Office Coordinator.*
- If after 1:00 a.m. on Friday, Saturday and 12:00 a.m. on Sunday, the building is not voluntarily vacated, the police will be called to help vacate the building. The actual cost to provide this service will be charged against the deposit.
- Staff charges for holiday usage will be double their hourly rate.
- **Damage or loss charges will be deducted from the deposit. If the deposit does not cover the amount due the entire deposit**

is forfeited AND additional charges made to cover the damage. These fees are due within 10 days of receipt of bill.

Cancellation Policy

- A fee based on the total cost of the rental (not including deposit) will be charged for any cancellation prior to the event, according to the following schedule:
 - 20% 6 months or more prior to the event
 - 30% 30 days and up to 6 months prior to the event
 - 50% 29 to 11 days prior to the event
 - 100% 10 days or less, prior to the event
- The cancellation fee will be deducted from the deposit. In the event that the rental fee has already been paid the cancellation fee will be deducted from the rental fee, and the deposit will be fully refunded.
- *Ongoing rental cancellations must be made at least 14 days prior to scheduled date if it is a Monday-Thursday and at least 30 days in advance if it is a Friday, Saturday, or a Sunday. If cancelled less than required number of days in advance the group will still be responsible for full payment.*
- A “no show” will be treated as if there had been a cancellation 10 days or less before the event.
- **See page 14 “When Usage Will Be Cancelled by the City”**

Change Requests

- One request for changes in the contract dealing with time, dates, rooms, and equipment will be allowed with no fee attached. After the one request for changes, **any additional requests will be charged a \$30 fee per request**, even if the renter does not implement the changes. Any changes in requested time must be made at least fourteen (14) days before the scheduled event.
- *For ongoing rentals: One change in the contract dealing with times per month will be allowed with no fee attached. After the one request for change, any additional requests will be charged a \$30 fee per request, even if the request is not fulfilled. Any changes in requested time must be made at least fourteen (14) days before the scheduled date.*

Kitchen Usage

- There is a separate rental fee for use of the kitchen.
- There is a one-hour minimum rental required for kitchen usage.
- Kitchen usage consists of use of stove top, oven, dishwasher, & countertops. **Renter MAY NOT use grill, double-stacked ovens, coffee machine, slicer, mixer, or steam table.**
- The Age Well Center at South Fremont does not provide usage of cooking utensils, china, glassware, silverware, or linens.

Fire Regulations

- Any type of open flame, even if it is in a fireproof container (**sterno is acceptable**), is **NOT PERMITTED INSIDE THE BUILDING UNDER ANY CIRCUMSTANCES.**
- Lighted candles of any kind **are not permitted** inside the building.
- Fog/Dry Ice Machines (used by D.J.'s) **are not permitted.** This will cause the fire alarm to be triggered.
- Cooking food in barbecues in the patio areas or within 15 feet of building is not permitted.
- Lighting of any fires in the patio areas is **NOT** permitted.
- Group size must be kept to the limits set for the room by the Fire Department.
- **EXIT DOORS MUST BE CLEAR AT ALL TIMES.**

Outdoor Signs

- Placing of signs, banners, balloons, or decorations on the sign in front of the building designating "Age Well Center" is not permitted.
- Posting of banners or signs on the outside of the facility or the lawns is not permitted.
- **The furniture and equipment inside the facility are for the use of the occupants and are not to be removed from the building.**

Fundraising

- Groups IV, V, VI desiring to hold fund-raising activities will be charged a fee.

- Any group doing fund-raising activities will be charged the hourly rate according to prime-time regulations.

Parking

- There are an unusually large number of special disabled parking spaces close to the Age Well Center at South Fremont because of the large number of frail elderly and disabled visitors using the facility.
- **Only drivers displaying a special handicapped placard or license plate may use handicapped parking spaces.**
- You may not park, or block, at any time, any handicapped space for any reason, including loading/unloading, pick-up or delivery.
- Caterers should park in the parking lot by the kitchen door on the side of the Center for unloading food and equipment after checking in with the Building Attendant
- The fine for any violation of parking, delivery, pick-up, or blocking a handicapped space is \$200 up to \$500 plus other costs.
- Parking spaces are not reserved; are available on a first-come, first-served basis.

Supervision

- Parties for non-adults (**under age 21**) **MUST HAVE ADEQUATE ADULT SUPERVISION.**
- The renter is responsible for the orderly conduct of his guests. The Age Well Center at South Fremont has the right to eject or cause to be ejected any person whose conduct is objectionable or undesirable.
- The renter is responsible for making sure that young children are supervised **at all times.**
- The building attendant is responsible for the enforcement of all rules, policies, regulations, time, and conditions governing the use of the Age Well Center at South Fremont. They have the authority to terminate the event if the renter fails to comply with the rules, including excessive noise levels.

When Permits Will Not Be Granted

- If the renter has mistreated the facility or violated use policies on a previous rental occupancy.
- The application contains false or misleading information.

When Usage will be Cancelled by the City

- **If the City needs to cancel a rental for any of the reasons below, THE RENTER IS STILL RESPONSIBLE TO PAY FOR THE RENTAL IN FULL.**
 - **The renter intentionally does not follow the rules as stated in this document.**
 - **The renter through gross negligence mistreats the equipment or facility.**
 - **Attendees create a disturbance that may be harmful to other persons.**
 - **Attendance is above the number allowed in each room.**
 - **Renter has not met all the conditions and requirements for use.**
 - **Noise levels are excessive and create an annoyance to the neighbors.**
- **If the City needs to cancel a rental for any of the reasons below, ANY PAYMENT THAT HAS BEEN MADE TOWARDS THE COST OF THE RENTAL WILL BE REFUNDED IN FULL.**
 - The facility is needed for public necessity or emergency use.
 - Damage to the facility could be hazardous to the renter.
 - Facility is damaged by fire, earthquakes, or other unforeseen occurrences such as strikes, labor disputes, war or acts of military authorities.

Indemnity

- The City of Fremont is not responsible for accidents, illness, injury or loss of group or individual property while renter is using the Age Well Center at South Fremont. The City may require additional insurance with the City named as additional insured.

What You Need To Know

About The Expanded Polystyrene (EPS) Food Service Ware Ordinance

When

January 1, 2011

What is being prohibited?

- Expanded Polystyrene (#6) food service ware commonly known as Styrofoam™
- Plates
- Cups
- Bowls
- Lids
- Trays
- Hinged Container (Clamshell Style)
- Lidded Containers

Examples of what is being prohibited



What are acceptable products?

- Compostable/ recyclable products
- Paper or other paper products
- Plant-based bio-plastic (PLA)
- Aluminum foil & trays
- Plastic containers (#1 - #7, except EPS #6)

Who is affected? Any establishment, located within the City of Fremont which provides prepared food or beverages including:

- Supermarket
- Delicatessen
- Restaurant
- Retail Food Vendor
- Caterer
- Sales Outlet
- Shop
- Cafeteria
- Catering Truck
- Outdoor Vendor
- City Facility Users

Why is the City implementing an Expanded Polystyrene ordinance?

- Expanded polystyrene is non-renewable, non-biodegradable, non-recyclable, and typically ends up in landfills or as litter in waterways
- Expanded polystyrene can break into pieces, which are often mistaken for food and ingested by wildlife

What is the penalty for not complying?

- Verbal or written warnings will be at the discretion of the enforcement officer
- Violations may result in fines of up to \$500.00 per day

Where can I find the City's Ordinance and other related information?

- Visit www.fremont.gov/environment or call 510-494-4570



Examples of Compostable and Recyclable Food Service Ware



For more information please visit www.fremont.gov/environment or call Fremont's Environmental Services Division at 510-494-4570