



# Highlands Recreation District

1851 Lexington Avenue • San Mateo, CA 94402

(650) 341-4251 • Fax (650) 349-9627

[www.highlandsrec.ca.gov](http://www.highlandsrec.ca.gov)

*"A Community Place to Learn, Grow & Play"*

## ***HRD Rental Policies & Procedures***

### **Description of Rental Spaces**

**Multi-Purpose Room:** The Multi-Purpose room is a single room (780 square feet) that can accommodate 60 people. There is a sink, electric stove and oven, microwave, and mini fridge in the room. Tables and chairs are located in a storage closet inside room. A unisex restroom is next to the room.

**Gymnasium:** The gymnasium houses a full court basketball area (2040 square feet) and can accommodate 100 people. Tables, chairs, and a refrigerator are available in a storage room inside the gym. A unisex restroom is available next to the gym.

### **Rental Classifications**

Highlands Recreation District offers differential pricing for rentals, we have 5 classifications:

<b>Group Classifications:</b>	
Group A	Private parties and commercial renters
Group B	Non-Profit Groups and Organizations
Group C	Continuous Instruction Renters*
Group D	Continuous Meeting Renters**
Group E	HRD Sponsored Renters and Community Groups***

*\*Continuous instruction renters sign a contract for a minimum of three months and use the facility a minimum of once a month. Qualification must be approved by the Recreation Coordinator.*

*\*\*Continuous meeting renters sign a contract for a minimum of six months and use the facility a minimum of once a month.*

*\*\*\*Weekday rentals only- weekends charged at Group B rate. Qualified Groups must be approved by the Recreation Coordinator.*

### **Rental Rates**

Within each classification we have different rates for Highlands Residents and Non-Residents. Room rentals are for a minimum of 3 hours. Hourly rental fee includes specified facility use, District Building Attendant, use of tables and chairs, and cleaning supplies. The on-site Building Attendant will answer questions and ensure rules are being followed before, during, and after rental. The Building Attendant is not responsible for set up or clean up.

Full payment and insurance are due a minimum of one week before the rental.



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Highlands Resident Rates					
ROOM	Group A	Group B	Group C	Group D	Group E
MPR	\$97/HR	\$85/HR	\$50/HR	\$70/HR	No Charge
GYM	\$105/HR	\$92/HR	\$50/HR	\$70/HR	No Charge
Non-Resident Rates					
ROOM	Group A	Group B	Group C	Group D	Group E
MPR	\$106/HR	\$97/HR	\$50/HR	\$80/HR	No Charge
GYM	\$115/HR	\$104/HR	\$50/HR	\$80/HR	No Charge

## Deposit

All applicants are required to provide a maintenance and damage deposit to reserve the date of the rental. Deposits for rental events without alcohol is \$400. The deposit for rentals serving and or selling alcohol is \$500. A \$50 maintenance fee is nonrefundable. Renters who are categorized under Group E are required to pay a rental deposit of \$100. The remainder of the deposit will be refunded provided the facility is left in a clean, damage free, and presentable condition as determined by the Recreation Coordinator.

If charges due to damage or rule violation are in excess of deposit, the additional amount will be charged directly to the rental applicant, and all fees must be paid within two business days of receipt of invoice. Deposit will be forfeited in its entirety if the Building Attendant calls in the Sheriff for any reason. Rentals that do not leave the premises by 9 p.m. are subject to loss of deposit.

Remaining deposit will be returned to applicant within one week of rental in the manner the deposit was made (check, debit, or credit card). Deposits can be transferred to Household as District credit if authorized by Recreation Coordinator.

Without Alcohol	With Alcohol	Group E Renters
\$400.00	\$500.00	\$100.00

## Cancellations and Refunds

Full refunds will be granted if cancellation is made a minimum of 90 days prior to the event. Reservations cancelled less than 90 days prior to the event lose their Security Deposit or the contracted rental amount, whichever is less.



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## **Indemnification**

The renter shall indemnify, defend, and hold harmless Highlands Recreation District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the renter's use or occupancy of a facility or property controlled by Highlands Recreation District unless solely caused by the gross negligence or willful misconduct of HRD, its officers, employees, or agents.

## **Insurance Requirements**

The renter shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance listing **Highlands Recreation District** as additionally insured, with coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

Such insurance shall name Highlands Recreation District, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The renter shall file certificates of such insurance with Highlands Recreation District, which shall be endorsed to provide thirty (30) days' notice to HRD of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, Highlands Recreation District may deny access to the facility.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by HRD's self-insurance pool.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the renter maintains higher limits than the minimums shown above, Highlands Recreation District requires and shall be entitled to coverage for the higher limits maintained by the renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Highlands Recreation District.

The certificate of Insurance may be obtained from the renter's homeowners' insurance, renter's small business insurance or through the Recreation Coordinator at Highlands Recreation District for an additional fee.



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## **Compliance with all applicable law, rules, and regulations**

Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The renter agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The renter further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. Highlands Recreation District reserves the right to immediately revoke the renter's right to use of the facility under this agreement should the renter fail to comply with any provision of this section.

## **Force Majeure**

Notwithstanding anything to the contrary contained in this agreement, Highlands Recreation District shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The renter waives any right of recovery against Highlands Recreation District and the renter shall not charge results of "acts of God" to Highlands Recreation District, its officers, employees, or agents.

## **Liability**

The applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from use of HRD facilities. The applicant is responsible for knowing and understanding all rules and regulations governing HRD facilities. The applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility, and that everyone conducts himself or herself in an orderly manner. Minors must be supervised at all times during an event rental, including setup and cleanup. HRD will not be held responsible for unsupervised minors. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occur at any rental activity, the event may be shut down and future use of HRD facilities by an individual applicant or group may be denied.

## **Time Schedule on Application**

HRD rentals are available between 9 a.m. and 9 p.m. All evening rentals must exit the building by 9 p.m. Rentals that exit the building after 9 p.m. are subject to full deposit loss.

The time period stated on the application will be strictly enforced. The reservation period must include all time necessary for setup and cleanup for the event, and time must be consecutive. If applicant does not use full time stated on their application, there will be no refunds given or funds transferred. The applicant will be subject to full deposit loss for any unreserved time used before or after the rental.



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## **Facility Rental Onsite Appointment**

Facility rentals receive one (1) thirty (30 minute) onsite appointment. This appointment is not mandatory, however first-time renters of HRD facilities are encouraged to schedule this appointment. Applicants schedule their one (1) courtesy appointment with the Recreation Coordinator. Appointments are scheduled on a first come, first serve basis. Appointments start and end at the designated times as scheduled. Applicants must contact the Recreation Coordinator within 48 hours to reschedule an appointment.

## **Capacity**

The rental capacity of the room rental must not be exceeded. The MPR has a capacity of 60 people and the Gym has a maximum capacity of 100 people. If rental capacity is exceeded, Highlands Recreation District reserves the right to terminate the rental and/or contact the Sherriff. Exceeding the maximum capacity can result in full forfeiture of deposit.

## **Building Attendants**

A minimum of one Building Attendant will be on site during the entire rental including set up and clean up. Building Attendant must be present during entire set up and clean up. Building Attendants are responsible for completing the turnover checklist and signing off on the departure status of the rental- indicating recommendations for deposit refund. During the rental, the Building Attendant will work in the registration office and will check in with the renters every hour (at a minimum). These hourly visits are to ensure that renters are abiding by all rules and regulations. The Building Attendant will inform renters of their location in the registration office and have the door open for people to stop by with questions. The Building Attendant is responsible for monitoring group size and holding the renter accountable to all group size limitations, and rules and regulations. The Building Attendant is also responsible for monitoring noise and starting and end time of rentals.

Building Attendants are not available for loading/unloading supplies, waiting tables, serving, moving rented furniture or equipment, and/or assisting with the applicant's portion of cleanup.

## **Condition of Facility**

Building Attendants will check the condition of the facility with the applicant before the start of the event and prior to their departure to determine if additional damage, cleaning, or overtime use has occurred. Building Attendants will document any issues during the total length of the rental including but not limited to set up, event time, and clean up. The onsite evaluation is only one means of evaluating the return of the rental deposit, additional charges may be imposed for damages or cleanup not identified on the evaluation form if additional items are identified after the applicant has left the facility. It is the responsibility of Building Attendants to enforce facility use regulations and prevent abuse of the facility.



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## **Trash & Recycling**

Room rental entitles renter to two trash bins and two recycling bins. Event trash and recycling must be properly bagged and placed in designated trash/recycling receptacles. Renters are responsible for bringing all trash and recycling to dumpsters located in the parking lot. If trash or recycling bins are left in the room, renter will be deducted \$75 from deposit for each trash and/or recycling bin. Waste beyond 2 trash bins and 2 recycling bins may be subject to additional fees.

## **Room Set Up & Clean Up**

The setup and take down of HRD tables and chairs are done by the Renter. Applicants are responsible for the removal and or disposal of food, beverages, paper goods, decorations, signage, equipment, furniture, and personal items by the end time indicated on the rental application and agreement. Applicants are required to notify HRD staff immediately of any large spills and or damages to HRD property. Applicants are responsible for ensuring that DJs, caterers, decorators, etc. adhere to HRD's cleaning requirements and exit the facility by the event rental end time. Failure to adhere to HRD's cleaning requirement could result in the forfeit of the entire facility rental deposit.

### *Cleaning Requirements*

- a. Tables and chairs must be wiped clean and returned to proper storage location (building attendant will direct you to proper locations).
- b. Empty garbage and recycling receptacles and place in appropriate parking lot dumpsters.
- c. Sweep floors and mop up any spills or messes.
- d. Ensure all trash in restrooms is in provided trash receptacles.
- e. Remove all decorations and personal items from premises.
- f. Cutting on counters is not permitted. Any damages to counters may result in additional charges and/or loss of deposit.

No storage is permitted before or after the event. All items including catering and rental supplies must be removed promptly at the conclusion of the event. The Highlands Recreation District accepts no responsibility for any items left behind.

Driving on the pathway is not permitted. Renter can make arrangement with Recreation Coordinator in advance for deliveries to have access to pathway. Building attendant will raise and lower bollards and must be present while delivery is being made. Delivery must be made during the rental period.

It is the responsibility of the applicant to leave the facility clean and orderly. Building Attendants will have cleaning equipment available for use. Based on the turnover checklist, part or all of the security deposit may be withheld. Any on site concerns can be further discussed with the Building Attendant on site or with the Recreation Coordinator during normal business hours. Please note any concerns on the additional comments space provided on the turnover checklist and or check out form.

It is the responsibility of the Building Attendant on duty to review the pre-inspection, turnover checklist and check out form with the applicant. The Building Attendant will remain on site until the event is concluded and checklist and checkout form have been completed and signed.





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## **Additional Incident Fee**

Excessive cleaning performed by HRD staff beyond the normal event cleaning requirements or minor facility repairs following a rental activity will result in a cleaning fee of \$150 per incident. Any amount of these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the applicant.

## **Decorations**

The rooms are rented as is - all furniture must remain inside the rental space. Description of decoration items must be included in the rental application and be pre-approved by Recreation Coordinator. All decorations must be fireproof and/or fire retardant. All decorations must be removed and or properly disposed of prior to departure of group. Adhesives, nails, screws, pins, or staples are prohibited on facility walls. Confetti, glitter, sequins, sparklers, candles, rice, or birdseed is not allowed in any HRD facility. Painter's tape (blue tape) or command strips may be used to hang decorations and must be removed prior to departing.

Mylar balloons are only permitted with permission from Recreation Coordinator.

## **BBQ's & Grills**

HRD Propane BBQ can be rented from HRD for \$25.00. The use of BBQ's during a rental requires prior approval from Recreation Coordinator and must be requested on the Rental Application. All BBQ's must be gas grills. Use of BBQ is only allowed in designated area.

## **Music/Audio**

HRD complies with the San Mateo County noise ordinance for all facility rentals. Amplified music must be restricted to the interior of the building. Outdoor musical instruments may only be acoustical. Volume must not exceed 50 decibels. Subwoofers must not exceed 500 watts.

All music must be turned off by 8 p.m.

If music/sound becomes excessively loud in the judgement of HRD staff on duty, the renter will be asked to lower the volume. Failure to do so will result in loss of music/sound and or eviction from premises.

## **Smoking**

It shall be unlawful to smoke or in any way engage in the use of tobacco, marijuana, or tobacco-like products of any kind or description and in any form, on any property owned and/or operated by the District. Smoke, mist or fog machines, haze or vapor type devices are prohibited in all HRD facilities.

## **Prohibited Items**

- Smoke, mist or fog machines, haze or vapor type devices
- Recreational drones, model airplanes, and any other unmanned aerial vehicle or systems are not permitted on any District property



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- Mylar balloons are not permitted.
- Open flames are not permitted. Chafing dishes with flame are acceptable. Cake candles are permitted
- Animals with the exception of service animals
- Paint, spray chalk or any painted ground decorations or signage
- Tape, glue, thumbtacks, nails
- Rice or Bird seed
- Live Bands
- Food Trucks

## **Alcohol**

Wine and Beer may be consumed in HRD facilities with approval from Recreation Coordinator and must be indicated in the application, all alcohol (only beer and wine allowed) must be removed from the premises immediately upon completion of the event. This includes all bottles, opened or not, and all glasses or containers in which alcohol has been served. Consumption of alcoholic beverages is not permitted in the playground, pool, or tennis courts. The floor in an indoor bar area must be protected with waterproof material.

If alcohol (only beer and wine) is to be sold during an event the renter must purchase an additional permit from the Department of Alcoholic Beverage Control (ABC). A copy of the ABC issued permit must be submitted to HRD Recreation Coordinator 5 days prior to event and must be posted during event. Alcoholic beverages must not be sold or served to individuals under 21 years of age.

### **HIGHLANDS RECREATION DISTRICT AGREEMENT, WAIVER, AND RELEASE**

Renter agrees to be solely responsible for any and all liability, claims, loss, damages, costs, and expenses, including attorney's fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. Renter agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers against any and all such claims, demands, causes of actions, suits and expenses, arising out of or resulting from its use of the District's facilities. Renter also agrees to obtain insurance listing Highlands Recreation District as additionally insured for the period of time of facility use. Renter understands the conditions and regulations and hereby represents that the renter will be present at the facility during its use and agrees to use due care to ensure that said regulations are enforced while the facility is in use. Renter further realizes the ramifications of failure to abide by the policies and/or permit requirements.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_





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## Application For Use of Rec Center Facilities

Date of requested use: \_\_\_\_\_ Day of the week: \_\_\_\_\_

Hours requested: \_\_\_\_\_ to \_\_\_\_\_ Total hours: \_\_\_\_\_

Request made by: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Purpose: \_\_\_\_\_

Maximum number of persons to attend: \_\_\_\_\_ Organization: \_\_\_\_\_

### Facilities Requested:

**Gym** \_\_\_\_\_

**Multipurpose Room** \_\_\_\_\_

### Chairs & Tables:

# of chairs needed \_\_\_\_\_

# available: MPR - 60, Gym - 95

# of tables needed \_\_\_\_\_

# available: MPR - 10, Gym - 30 (6ft. tables)

**Will alcoholic beverages be served? (Not permitted for pool rentals) \_\_\_\_\_ Yes \_\_\_\_\_ No**

Responsible adults available to assist the Rec. Center staff in an emergency or to maintain orderly behavior:

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

It is the responsibility of these individuals to identify themselves to the Building Attendant upon arrival and to advise the staff upon their departure from the premises. This Application for Use of Rec. Center Facilities must be signed, indicating that the information supplied by applicant is correct and the applicant has received and understands the Rules and Regulations for the use of recreation facilities.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



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## **FACILITY RENTAL AGREEMENT, WAIVER, AND RELEASE**

In consideration for being permitted by the Highlands Recreation District (HRD) to participate in any program or event on HRD property, I hereby waive, release, and discharge any and all claims for damages, personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of voluntary use of HRD facilities. This release is intended to discharge in advance HRD (including its officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with hosting a private gathering on HRD property, even though that liability may arise out of active or passive negligence or carelessness on the part of the persons or entities mentioned above.

It is further agreed that this waiver, release, and assumption of risk is to be binding on my heirs, administrators, executors, and assigns, and that I shall indemnify and hold HRD (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with my use of District facilities.

Additionally, I fully understand that my participation in use of property controlled by the District exposes me to the risk of personal injury, communicable diseases, illnesses, infections, viruses, economic injury, death and/or property damage. I hereby acknowledge that I am voluntarily participating and agree to assume any such risks.

In addition, HRD will continue to follow federal, state, and local regulations. Additionally, I am responsible for following measures including, but not limited to, screening of participants for COVID-19 risk. I acknowledge and agree, in regard to hosting private gathering on HRD property, I and all associated vendors will conduct activities in accordance with the guidelines provided by the California Department of Public Health in effect at the time of the gathering.

HRD reserves the right to immediately revoke the renter's right to use of the facility under this agreement should the renter fail to comply with any provisions listed within this agreement, waiver, and release.

PHOTOGRAPHIC RELEASE: I understand that photographs may be taken during this activity and hereby grant the District permission to use any such photo(s) for advertising or in promotional materials.

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ABOVE DISTRICT AND I SIGN IT OF MY FREE WILL.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Organization (Print): \_\_\_\_\_



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## COVID-19 Pandemic Rental Consent Form

As COVID-19, caused by the coronavirus, continues to spread, Highlands Recreation District wants to ensure that you protect yourself and any participants during your rental. HRD will continue to follow federal, state, and local regulations.

Please read and acknowledge the following items with my initials.

\_\_\_\_\_ I have reviewed all guidelines provided by the California Department of Public Health, as well as CDC and San Mateo County Health Department guidelines and recommendations relating to the COVID-19 pandemic currently in affect, and I agree on behalf of all associated vendors and guests to conduct activities in accordance with all applicable governmental policies.

\_\_\_\_\_ I recognize and agree that as a renter, I am responsible for the following measures, including but not limited to, screening of participants for COVID-19 risk.

\_\_\_\_\_ I acknowledge the District at its sole discretion may revoke permits at any time for any reason, including revocations for violation of permit rules, or revocations in response to change in County, State or local public health guidance related to private gatherings, in the event we can no longer offer private indoor or outdoor rentals.

Name (Printed): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Rental: \_\_\_\_\_