**Policies and Procedures for the use**  
**Of County Community Facilities**

Meeting room and other County Community spaces shall be made available for general public use under the following conditions:

1. Non-profit organizations may use the County facilities at no cost. A refundable deposit of $50 paid in advance for each time the facility is used will be charged to assure that it is left clean after use. Such refunds will be made 30 days after the use.

If, in the judgement of the County, cleaning is required, all or a portion of the deposit shall be retained by the County.

The user may wish to leave the deposit in place for future use of the facilities.

   a. An organization’s non-profit status must be on file and current to qualify as a non-profit user. Proof of non-profit status must be submitted no later than thirty (30) calendar days prior to the reservation date. Proof must be submitted as either the State of California Business “Entity Number” or an IRS “Employer Identification Number (EIN)”. An organization must demonstrate its non-profit status by:
      • Being registered and verified as a non-profit business or corporation with the State of California or an acknowledged IRS 501(c) organization, and
      • Maintain good standing (business entity status “Active”) with the State of California Secretary of State’s office ([http://businesssearch.sos.ca.gov](http://businesssearch.sos.ca.gov)).

2. Private individuals and organizations may use the facilities with advance payment at a cost of $25 per event-day, plus $3 per hour of facility use for facilities without kitchens and $8 per hour of facility use for facilities with kitchens. A refundable deposit of $50 paid in advance for each time the facility is used will be charged to assure that it is left clean after use. Such refunds will be made 30 days after the use.

If, in the judgement of the County, cleaning is required, all or a portion of the deposit shall be retained by the County.

The user may wish to leave the deposit in place for future use of the facilities.
3. Insurance must provide protection from claims arising from injuries or damage to other people or property. The following items are required on the insurance certificate, and the endorsement page:

   - The certificate of insurance must be submitted no later than thirty (30) calendar days prior to the reservation date.
   - Insured’s name is the same as listed on the Facility Use Application.
   - Date, time and location of the event

   a. All non-profits, organizations, public or private individuals ("Renter") shall provide insurance at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Renter’s insurance policy(ies) shall be placed with insurer(s) with acceptable Best’s rating of A:VII or with approval of the Risk Manager. The Renter shall provide notice hand delivered to the Recreation Department of the County or by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

   - **General Liability Coverage** - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and one million dollars ($1,000,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

   b. **Policy Endorsements**: Each general liability insurance policy shall be endorsed with the following specific provisions:

   - The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
   - This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
   - This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
• The insurer waives all rights of subrogation against the County additional insureds.
• Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.

c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County’s option, Renter shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Recreation Department for approval.

e. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

4. Facility Use Applications must be submitted no later than thirty (30) calendar days prior to the reservation date. Applications for reservations that do not require further review may be submitted within the 30-day window if all documents are submitted and approved prior to the reservation date.

5. The Renter shall secure the key for the facility from the person designated by the County. Renter shall be responsible for locking and unlocking the facility. The Renter shall be responsible for returning the key to the location designated by the County no later than one (1) business day after the use.

6. The Renter shall be responsible for cleaning the facility prior to the next scheduled event. All set-up and clean-up time must be included in the Facility Use Application request. The facility must be thoroughly cleaned, and all trash hauled off by the Renter and not left on site. Failure to clean the facility after use could result in loss of future rental privileges.

7. No alcoholic beverages of any kind shall be consumed inside the facility or on any part of the property on which the facility is located unless the proper application to serve or sell alcohol has been submitted and approved by the County prior to the reservation date.
8. No smoking shall be permitted inside the facility or on any part of the property on which the facility is located.

9. No illegal activity of any kind shall be conducted inside the facility or on any part of the property on which the facility is located.

10. No advertising shall be exhibited, and no solicitations or sales shall be allowed inside the facility or on any part of the property on which the facility is located, if such advertising, solicitation or sales are made on behalf of a profit-making organization/group or person.

11. Verifiable abuses of any of these policies and procedures will result in the loss of privileges.

12. These policies shall become effective December 2, 2019.

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