

RECREATION POLICY 13
(Issued: April 1993)
(Revised: April 1994)

MARGARET TODD SENIOR CENTER USE POLICY

I. POLICY

The primary use of the Margaret Todd Senior Center and related facilities is for recreational, social and service programs specifically designed for older adults in the Novato area. When not in use for scheduled senior activities, the Margaret Todd Senior Center or portions thereof may be used by other agencies, organizations or individuals consistent with the guidelines herein outlined and other pertinent City policies.

Rental and use of the Margaret Todd Senior Center is governed by City Code Chapter 10, entitled "City of Novato Ordinances - Parks and Recreation Facilities." Management, direction and supervision of the Margaret Todd Senior Center is vested with the Parks and Recreation Department.

Priority for rental activities will be given as follows*:

- A. Older adult activities sponsored by the City of Novato.
- B. Older adult activities cosponsored by the City of Novato.
- C. Other activities sponsored by the City of Novato.
- D. Activities sponsored by the Novato Unified School District.
- E. Activities sponsored by Novato based nonprofit organizations and agencies serving older adults.
- F. Other government-sponsored activities.
- G. Community service organizations.
- H. Private uses.
- I. For profit uses.

* Please note that City activities can preempt other previously scheduled activities with seven days' notice.

II. DEFINITIONS

- A. Older adult activities sponsored by the City of Novato.

This category includes all social, recreation and service programs designed to meet the needs of older adults in Novato sponsored by the City of Novato.

- B. Older adult activities cosponsored by the City of Novato.

This category includes all social, recreation and service programs designed to meet the needs of older adults in Novato cosponsored by the City of Novato. Cosponsored groups will be charged fees in accordance with the fee schedule for senior groups.

- C. Other activities sponsored by the City of Novato.

These activities include classes, meetings, activities, special events and other functions of the City of Novato.

- D. Activities sponsored by the Novato Unified School District.

These activities include classes, meetings, activities, special events and other functions of the Novato Unified School District.

- E. Activities sponsored by Novato based nonprofit organizations and agencies serving older adults.

This includes, but is not limited to, nonprofit organizations seeking to deliver a service or other resources to older Novatoans. Fifty percent or more of the clients served by the organization must be fifty years or older for an organization to meet this definition.

- F. Other government-sponsored activities.

Includes all official business, service and program functions of official government units other than the City of Novato and the Novato Unified School District.

- G. Community service organizations.

Includes activities of recognized organizations that fulfill recreational, cultural, and/or social needs, or which promote the general welfare and betterment of the community. Such activities may also include events cosponsored by the City, events cosponsored by nonprofit organizations which fulfill said purposes of the organization, events for which profit is not the primary purpose of the organization, and fundraising activities sponsored by community service organizations.

- H. Private uses.

Events which are not open to the general public, which have restricted participation, or which do not meet the criteria for A through G above.

- I. For profit uses.

Any group or individual conducting an activity for profit will be classified within this section.

III. CONDITIONS OF USE

A. Care of Facilities.

All groups using the Margaret Todd Senior Center shall be responsible for proper use and care of all property, equipment and facilities. Under City of Novato Ordinance 1279, no smoking is permitted in this facility. All events must end no later than midnight.

B. Preparation and Cleanup.

Minor preparation and cleanup shall be done by user group including removal of decorations and other items brought by user group. *Additional cleaning charges may be incurred due to unusual spills, stains, scuff marks, etc., which occur during the rental.* A diagram showing desired set-up of tables and chairs, etc., must be submitted with the application, ten days in advance of the event.

C. Renter Property.

Any property or temporary fixtures brought to the Margaret Todd Senior Center for any event must be listed on the application and pre-approved by the Senior Center Director and the Fire District. Such property shall be removed by renting party within predetermined and agreed upon time after the scheduled event. Any property installed without prior approval will be removed at renting party's expense.

D. Exits.

All exit doors must be kept clear at all times.

E. Decorations.

Only fireproof materials may be used for decorations. *No candles, votives or oil lamps permitted.* No tacks, pins, masking tape or nails may be used to put up decorations, except for T-pins in designated areas. No rice, confetti, glitter or birdseed may be thrown. *It is the responsibility of the user group to remove all decorations brought into the facility for the rental.*

F. Staff Requirements.

Staffing requirements will be assessed and included in fees estimated prior to event. Custodian and/or building attendant must be present during event. Actual expenditures for staff exceeding the estimate will be subtracted from deposit. In all cases, costs for staffing including 25% overhead will be covered by user group.

G. Service of Food and Beverages.

If alcoholic beverages are to be served, the City requires a permit from the State Alcoholic Beverage Control Department be obtained by user. A copy of the permit shall be submitted to Parks and Recreation ten (10) days prior to the event. Location

and operation of beverage service must be approved by the Center Director. A carpet cleaning fee shall be charged to any group serving beverages or food.

H. Rental of Equipment.

Tables, chairs and other equipment at the Margaret Todd Senior Center are not available for rental purposes outside of the building.

IV. INSURANCE AND DAMAGE RESPONSIBILITY

A. All persons to whom rental has been granted must agree in writing to hold the City harmless and indemnify the City from any and all liability for injury to persons or property occurring as a result of the activity sponsored. The City will require a certificate of insurance naming the City as additional insured, at the group's expense, for the high hazard events listed in Appendix A in accordance with the Municipal Code. *A certificate of insurance or letter of confirmation of liability coverage is required for any event where alcohol is served or participants are in excess of 100.*

B. Renting groups or individuals are responsible for any damage or loss to the center or its facilities or adjacent areas.

V. CAPACITY OF BUILDING

Room #	Name	Assembly (Standing)	Dining (Seated)
100	Lobby	66	N/A
101	Multi-Use	428	* 200
102	Activity	128	* 60
131	Meeting #1	25	11
132	Meeting #2	19	8
133	Meeting #3	103	48

* Theater seating for multi-use and activity rooms combined is 360.

VI. DEPOSITS AND FEES

Fees are set by City Council Resolution (attached). Deposits and fees required for use of facility will be specified on permit. Full deposit shall be paid at time of application. Rental fees shall be paid within ten (10) days of receipt of approved permit, and prior to the event. If payment is not received within the specified time, permit will be null and void.

The deposit is refundable after final assessment of cleaning and staff costs. A food/alcohol/beverage fee is charged for carpet cleaning. Custodial or building attendant time will be billed at appropriate rate, depending on time of event. Use of tables and chairs is included in rental amount.

Cancellations by any renting party less than 20 days before the date of the event will result in forfeiture of 50% of deposit as a handling and processing fee. If the City cancels an activity, all deposit fees will be returned.

VII. APPLICATION PROCESS

- A. The Parks and Recreation Director delegates to the Center Director (Senior Citizens Recreation Supervisor) responsibility and authority for approval of building applications.
- B. Applications for use of the Margaret Todd Senior Center must be filed at least twenty (20) days prior to the proposed use. They must be signed or co-signed by a person 18 years of age or older. The twenty (20) day period may be waived by the Center Director if applicant shows good cause, as defined by the Municipal code.
- C. Applications will be accepted on a first-come, first-served basis a maximum of 12 months in advance.
- D. Applications must be on a form provided by the City which is available in the Margaret Todd Senior Center and Parks and Recreation offices. No reservations will be made by telephone. Application is not confirmed until the deposit has been paid and the application has been signed by the Director.
- E. The Center Director or designee shall grant or deny such applications within four days of filing, in accordance with the Municipal Code.
- F. Appeals of the decision must be filed with the City Clerk within five days. Appeals will be heard in accordance with the Municipal Code.

Appendix A - Insurance Requirements

Appendix B - Application for Use of City Building

Appendix C - Fee Schedule

Larry Dito
Parks and Recreation Director

APPENDIX A
RECREATION POLICY 13
INSURANCE REQUIREMENTS

Insurance coverage shall be required for the following events unless the event is City sponsored:

1. Any activity involving the exhibition, display or parading of animals.
2. Rodeos.
3. Carnivals.
4. Any activity involving the sale of food or beverages.
5. Any activity involving vehicle or animal racing.
6. Any activity involving 500 or more persons (based upon reasonably anticipated attendance at activity).
7. Any activity which involves large displays or machinery, or any large physical object which could come into physical contact with persons or property and cause injury.

\$600,000 combined single limit per occurrence insurance for bodily injury, personal injury and property damage is required.

Applicant shall furnish City with certificates of insurance and with original endorsements showing coverage required by this policy no less than five days before the event. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Such insurance shall name on the policy or by endorsement as additional insured the City of Novato. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before the event commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. Insurance coverage must be maintained for duration of the event.

First Amendment activities may apply to the Parks and Recreation Director for a waiver of the insurance requirements in accordance with the Municipal Code if insurance is unavailable or the cost of insurance is burdensome.

APPENDIX A
RECREATION POLICY 13

GENERAL LIABILITY ENDORSEMENT FOR USE OF CITY BUILDINGS
THE CITY OF NOVATO (the "City")
901 SHERMAN AVENUE
NOVATO, CA 94945
ATTN: ASSISTANT CITY MANAGER

A. POLICY INFORMATION Endorsement # _____

1. Insurance Company _____; Policy Number _____

2. Policy Term (From)___ (To) ___; Endorsement Effective Date _____

3. Name Insured _____

4. Address of Named Insured _____

5. Limit of Liability Any One Occurrence/Aggregate \$ _____

6. Deductible or Self-Insured Retention
(Nil unless otherwise specified): \$ _____

7. Coverage is equivalent to:

Comprehensive General Liability
Form GL0002 (Ed. 1/73) _____

Comprehensive General Liability
"Occurrence" Form CG0001 _____

Comprehensive General Liability
"Claims-Made" Form CG0002 _____

8. Bodily Injury and Property Damage Coverage is:

_____ "Claims-Made"

_____ "Occurrence"

If claims-made, the retroactive date is _____

Note: The City's standard insurance requirements specify "occurrence" coverage.
"Claims-made" coverage requires special approval.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officers, officials, employees, and volunteers are included as insureds with regard to damage and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insured from the City; the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office Form GL0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office Form GL 0404 Broad Form Comprehensive General Liability endorsement; or
 - (2) Insurance Services Office Commercial General Liability Coverage, "Occurrence" Form CG0001 or "Claims-Made" Form CG0002; or
 - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, cancelled, 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. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN:

() _____

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required
on endorsement furnished to the Agency)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: () _____

APPENDIX C
RECREATION POLICY 13
FEE SCHEDULE
April 1993

Margaret Todd Senior Center

	<u>Senior Groups*</u>	<u>Community Service</u>	<u>Private</u>	<u>Profit</u>
1. Small Auditorium/Stage (A)	\$10.00	\$ 20.00	\$ 25.00	\$ 35.00
2. Small Auditorium (B)	10.00	20.00	25.00	35.00
3. Activity Room (C)	10.00	20.00	25.00	35.00
4. Kitchen (D)	7.50	15.00	20.00	30.00
5. Whole Auditorium (A-D)	35.00	65.00	85.00	125.00
6. Lobby	10.00	20.00	25.00	35.00
7. Meeting Room 1 (Large)	10.00	20.00	25.00	35.00
8. Meeting Room 2 (Small)	7.50	15.00	20.00	30.00
9. Meeting Room 3 (Medium)	7.50	15.00	20.00	30.00
10. Crafts Room	10.00	20.00	25.00	35.00
11. Card Room	5.00	10.00	15.00	25.00
12. Billiards Room	5.00	10.00	15.00	25.00
13. Whole Building (All Listed Rooms, Plus Lobby)	70.00	140.00	190.00	290.00
14. Set Up and Clean Up Time	7.50	15.00	30.00	45.00
15. Carpet Cleaning Fee	42.00	42.00	42.00	47.00
16. Deposit	250.00	250.00	250.00	250.00
17. Custodial/Building Attendant Fee	(Estimated costs before event, assess actual costs after event)			

*Senior Group rate available only during Senior core hours.
Senior core hours are: Monday - Friday, 8:30 a.m. - 5:00 p.m.

Senior Group: 50% or more members are 50 years and older.
(Auditorium B must be combined with Auditorium A or C.)