

**FREMONT
FAMILY
RESOURCE
CENTER**

**39155 Liberty St.,
Fremont, CA 94538**

FACILITY USE POLICY

**For information on using or renting facility,
call: Facility Coordinator: (510) 574-2002**

**The Family Resource Center is a
City of Fremont owned and operated facility
with drop-in child care.**

The mission of the Fremont Family Resource Center (FRC) is to improve the quality of life and strengthen individuals, teens and families through services and activities. The needs and ideas of the community and a belief in people's ability to make desired changes in their lives are important in creating and providing the programs and activities at the FRC and in the community. The FRC is a friendly place where community members and agencies work together with respect for all people, of all cultures. Together we identify and clarify community needs and develop solutions to create community change.

The meeting rooms and common areas of the FRC will be made available in the following priority order:

1. to the partner organizations (tenants) which make up the FRC
2. to other community, and governmental agencies
3. to private parties

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, the Center's cleanliness and attractiveness can be maintained to benefit you and others who use the Center.

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

The FRC is available for usage from 8:00 a.m. to 11:00 p.m., seven days a week. **A minimum of 3 hours rental is required by community, governmental, educational and private parties.**

Room Capacity

	Maximum Theater Seating Capacity
◆ Pacific Room, Suite H800	80 (60*)
◆ Enterprise Room, Suite C320	25 (20*)
◆ Mediterranean Room, Suite H810	20 (15*)
◆ Caribbean Room, Suite H830	50 (40*)
◆ Millennium, Suite A120	60 (50*)
◆ Nova Room, Suite A130	24

*Room capacity is less if table seating is used.

Rental Fees – Hourly Rate

The grid below represents standard rates:

Standard Hourly Rates

Organization Status	*Caribbean Room	Enterprise Room	Mediterranean Room	Millennium Room	Nova Room	Pacific Room
City of Fremont Use	**NC	**NC	**NC	**NC	**NC	**NC
Use by Other Government Jurisdictions	***ACC	***ACC	***ACC	***ACC	***ACC	***ACC
Fremont Non-Profit Groups	\$40	\$35	\$35	\$45	\$35	\$45
Fremont Residents & Non-Resident Non-Profit Groups	\$50	\$45	\$45	\$55	\$45	\$55
Non-Resident Groups	\$70	\$65	\$65	\$75	\$65	\$75
Business	\$75	\$70	\$70	\$95	\$70	\$95

*Caribbean Room is only available in the evenings and on weekends.

However, in an effort to remain accessible to community organizations, we offer the following no charge rates for day time (Monday-Friday) usage.

- ◆ Fremont non-profits can use facility four times a year for no cost.
- ◆ Newark and Union City non-profits can use facility two times a year for no cost.
- ◆ Government/Educational organizations can use facility three times a year for no cost.

We are not able to extend the day time privileges to community organizations during evening/weekend hours, because we must hire a building attendant which incurs additional costs.

N/C = No Charge, *ACC = Actual Cost to City

Reservations

- ◆ Reservations will be accepted no more than three months in advance, in accordance with the following schedule – applies to all agencies, organizations, etc., except FRC Partner Agencies (six months):

Reservations accepted

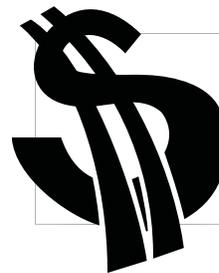
<u>On</u>	<u>Through</u>
January 1	March 31
February 1	April 30
March 1	May 31
April 1	June 30
May 1	July 31
June 1	August 31
July 1	September 30
August 1	October 31
September 1	November 30
October 1	December 31
November 1	January 31
December 1	February 28

- ◆ Reservations will be accepted on a first-come, first-serve basis, with first priority going to the partner organizations (tenants) which make up the FRC; second priority to other community/governmental agencies and private parties having the last priority. **Private parties will not have access to the facility during day-time hours.**
- ◆ In the event that two or more FRC partners (tenants) are present and want the same conference room for the same day, the decision will be based on frequency of prior usage and on a pro-rated fair share of usage based on rent. A determination will be made by the FRC Coordinator or designee.
- ◆ If it appears that one or more organizations is seeking a disproportionate share of meeting space time and use, to the exclusion of use by other FRC Partner organizations or community organizations, then this matter will be noted by the FRC Coordinator or designee and brought to the FRC Facility Committee for discussion and resolution.
- ◆ In the event that two or more Community/Governmental organizations want the same facility for the same day, the decision will be based on lot.
- ◆ FRC Partners shall book their use of facilities **no later** than 72 hours in advance of the use, by contacting the FRC Coordinator or designee.

- ◆ In the event that conference rooms have not been booked in advance, FRC partner organizations are free to use them as needed on an informal basis. However, prior to using conference room, staff should check with the FRC Coordinator or designee to be sure that the conference room is available to eliminate usage conflicts.
- ◆ **Major communitywide events determined by the City or FRC Leadership Team may be scheduled up to one year in advance and will take precedence over other scheduled events.**
- ◆ Evening usage requests require that a facility use application permit be submitted along with the deposit fee at least fourteen (14) working days before desired dates of use.
- ◆ When requesting use of meeting rooms, PLEASE INCLUDE SET UP, TAKE DOWN, CLEANING TIME AND CHECK OUT.
- ◆ **As part of the application process (as a non-FRC tenant), you will be asked to validate your incorporated non-profit group registered through the State of California. You will be required to provide a copy of Certificate of Exemption from Business Tax from the City of Fremont.**
- ◆ **A group may request to set up the night before a meeting or event if it does not interfere with another activity. Permission to do so may be granted by the FRC Coordinator or designee.**

Deposit

- ◆ FRC Partner Organizations (tenants) are not required to pay a deposit for evening and weekend use of the facility.
- ◆ A \$250 cleaning/damage/overtime deposit is required for all rentals. The fee will be returned unless damages and/or additional fees are assessed.
- ◆ The City will mail a check for the refundable deposit within fourteen (14) working days after the event.
- ◆ Groups who rent on an ongoing basis are required to have a \$250 deposit maintained at all times.
- ◆ **Rental fees are paid separately from the \$250 deposit and these fees are due in full fourteen (14) working days before the event.**



- ◆ Deposits and rental fees may be paid by check (payable to the City of Fremont), cash, money order, or cashier's check.
- ◆ Rental rates may change periodically. Reservations already approved will not be affected by the rate change.
- ◆ If facility's furnishings or equipment are damaged, then organization will be asked to assume the cost of repair/replacement.

Room Arrangement

- ◆ Equipment and furniture in meeting rooms may be rearranged, but everything must be placed back in the same arrangement in which it was found. Diagrams of furniture placement are on the wall of each conference room.
- ◆ Use of meeting rooms and common areas does not include access to offices.
- ◆ Lounge areas may be used but furniture may not be moved from those areas.
- ◆ **There are Facility Problem Report forms in each conference room for your use to report any problems to FRC Coordinator.**
- ◆ The furniture and equipment inside the facility are for the use of the occupants and are not to be removed from the building.

Posting of Written Materials

- ◆ If you wish to affix written materials to the walls or doors, masking tape is acceptable. PLEASE DO NOT USE PINS, NAILS, TACKS, OR SCOTCH TAPE.
- ◆ Please do not attach any materials to light fixtures/ceiling fans.
- ◆ All materials must be removed after the event.

Smoking Not Permitted

- ◆ **Smoking is not allowed in the Family Resource Center.**
- ◆ **Smoking is permitted outside the facility, at least 50 feet from any doorway.**



Alcohol

- ◆ **No liquor of any kind is permitted.**
- ◆ No one shall be admitted to the Family Resource Center facilities who is under the influence of alcohol or who has alcoholic beverages in his/her possession.



Food

- ◆ Extra care should be taken if food and drink are to be served. Please be sure that bottles/cans are recycled, garbage is placed in containers and that tables are wiped clean.
- ◆ Potlucks or extensive serving of food is best restricted to the Caribbean Room.

Cleaning Requirements

- ◆ 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**. If your meeting or event runs over the allotted time, please be sensitive to other users who may be waiting to use the space. Everyone is asked to be a good neighbor.
- ◆ All users are expected to clean the rented areas after the event.
- ◆ If renting the facility, a building attendant or the FRC Coordinator is available to help you locate cleaning supplies, but attendants/FRC Coordinator are NOT responsible for clean up.
- ◆ If renting the facility in the evenings or weekends, prior to the beginning of the event, the building attendant will go through a checklist with the user 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 Family Resource Center. The building attendant has the key. **Bags are NOT to be placed beside the dumpster. Garbage should NOT be thrown into recycle dumpster.**

- ◆ All spills on the floor are to be mopped up. All trash on the floor is to be picked up or swept and disposed of appropriately.
- ◆ If upon entering a space you find that the previous group has left it in an unsatisfactory condition, please report this to the FRC Coordinator or designee. Use the Facility Problem Report form.

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 \$250.00 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/ furniture not put away	\$50
D. Garbage and trash not emptied into the dumpster	\$50
E. Garbage/trash left on patios	\$50
F. Damage to A.V. equipment	\$50*

*Or actual cost of repair

- ◆ If there is any damage to the Family Resource Center 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, plus the hourly rate for a building attendant.
- ◆ 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.**



- ◆ 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 \$100 per half-hour will be charged for events exceeding the 11:00 p.m. closing time
- ◆ A fee of \$60 will be charged for any false alarm triggered and police services are necessitated.
- ◆ If after 12:00 a.m. on Friday, Saturday, and Sunday, the building is not voluntarily vacated, the police will be called to help vacate the building. The actual cost to provide this assistance will be charged against the deposit.
- ◆ Staff charges for holiday usage will be double the 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 working days of receipt of bill.**

Cancellation Policy

- ◆ A fee will be charged for any cancellation prior to the event, according to the following schedule:

No Charge	30 or more days prior to the event
30%	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 group rental cancellations must be made at least 14 working days prior to scheduled date. If cancelled less than 14 working 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 fewer before the event.
- ◆ In the event that you have reserved a room and no longer need it, please cancel your reservation by contacting the FRC Coordinator or designee. This will allow others to

have access to the space.

Change Requests

- ◆ One request for a change in the contract dealing with time, dates, rooms, and equipment will be allowed with no fee attached. After one request for a change, any additional requests will be charged a \$25 fee per request. Any changes in requested time must be made at least fourteen (14) working days before the scheduled event.

Audio Visual Equipment

- ◆ Groups wishing to use the FRC shared audio visual equipment such as overhead projector, power point projector, etc., should request it at the time room reservations are made. Equipment must be checked out and returned to the FRC Coordinator or designee.

Fire Regulations

- ◆ **NO TYPE OF OPEN FLAME IS PERMITTED INSIDE THE BUILDING UNDER ANY CIRCUMSTANCES, even if it is in a fireproof container.**
- ◆ **LIGHTED CANDLES OF ANY KIND ARE NOT PERMITTED INSIDE THE BUILDING.**
- ◆ **GROUP SIZE MUST BE KEPT TO THE LIMITS SET FOR THE ROOM BY THE FIRE DEPARTMENT.**
- ◆ **EXIT DOORS MUST BE KEPT CLEAR AT ALL TIMES.**



Outdoor Signs

- ◆ **Placing of signs, banners, balloons or decorations on the sign in front of the building designating “Family Resource Center” is not permitted.**
- ◆ Posting of banners or signs on the outside of the facility or the lawns is permitted if you use masking tape and remove sign after event.

Parking

- ◆ **No driver, except those displaying a special handicapped placard or license plate, may use the disabled parking spaces. Violators will be cited and fined.**
- ◆ Parking and/or blocking, at any time, of any handicapped space for any reason, including loading/unloading, pick-up or delivery, is not allowed.

Supervision

- ◆ Teen or Youth Groups (under age 18) must have adequate adult supervision.
- ◆ The renter is responsible for the orderly conduct of his/her guests. The Family Resource Center has the right to eject or cause to be ejected any person whose conduct is objectionable or undesirable.
- ◆ The building attendant and FRC Coordinator are responsible for the enforcement of all rules, policies, regulations, times and conditions governing the use of the Family Resource Center. They have the authority to terminate the event if the renter fails to comply with the rules.

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 Canceled by the City

- ◆ The renter intentionally does not follow the rules and through gross negligence mistreats the equipment or facility.
- ◆ Attendance is above the number allowed in each room.
- ◆ Renter has not met all the conditions and requirements for use.
- ◆ 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, or other unforeseen occurrence 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 Center. The City may require additional insurance with the City named as additional insured.

