



## Recreation & Community Services Policies & Procedures

The City Council Policies and Procedures define the parameters and guidelines for the rental of City owned buildings, facilities, parks, and sports fields (“Facility rentals”) and the operations of Recreation programs. The City of Vista Municipal Code (“VMC”) must be followed at all times in addition to the following. Policies & Procedures apply to all facility rentals unless otherwise noted.

### I. Applications

1. Facility rental applicants shall be 21 years or more of age and must provide proof of age with a government issued identification card.
2. Facility rental applications must be received by the Department no later than 14 business days prior to the date of the event.
3. Rental applications will not be accepted by the Department more than twelve (12) months prior to reservation date; except for Moonlight Amphitheatre, AVO Playhouse, and Rancho Buena Vista Adobe.
4. Major Park Events must follow regulations per VMC section 12.13.020.
5. Facility rentals are not available on City recognized holidays; exceptions must receive approval from the Director of Recreation & Community Services, or designee.

### II. Definitions

1. Facility Rental Fee: Total amount due for all fees, including but not limited to: building rental, security, cleaning, alcohol permit, and deposit for facility rental.
2. Building Rental Fee: Total amount due for use of building based on permitted hours.
3. Facility Rental Deposit: A refundable deposit that may be used to pay for outstanding charges including but not limited to: the cost of loss, repair, or extraordinary cleaning to the rental facility or its contents for damage beyond normal wear and tear and additional Building Rental Fee for rental occupancy beyond the permitted time. Additional rental time beyond the permit is charged at the hourly rental rate in intervals of thirty minutes.
4. Security Fee: Security is required for some events and is arranged and contracted by the City and rental applicant shall bear 100% of the cost.
5. Facility Cleaning Fee: Facility cleaning is arranged and contracted by the City and rental applicant shall bear 100% of the cost.
6. Rental Group Classification: Rental rate is based on the individual/group applicant signatory’s address per identification. Non-profits must have a City of Vista local chapter address for the Group A: “Resident, non-profit” rate. Classification is not based on attendees.
7. Athletic Group: This group classification applies only to field rentals. The group classification is determined by 65% of the group’s participants for adult activities and 95% of the youth’s school attendance at a Vista Unified School.
8. Teen Event: An event intended for/or celebrating teens as a gathering time with entertainment or social interaction (for example a birthday/baptism).
9. Teen: Any person aged 13 years or greater.
10. Youth Event: An event intended for/or celebrating youth as a gathering time with entertainment or social interaction (for example birthday/baptism).
11. Youth: Any person aged seven (7) years to twelve (12) years and eleven (11) months.



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### III. General Rules

1. Facility rental applicant or designated representative must be present and available during the entire rental period. Failure to do so may result in immediate termination of the rental.
2. City owned equipment or furnishings, with exception to tables and chairs, shall not be removed or relocated.
3. Facility rental applicant shall sign and be bound by facility rental permit/contract.
4. Department personnel may be present during all hours of facility rental.
5. Facility rental does not provide reserved or guaranteed availability of parking.
6. The City shall not be responsible for any personal property lost, misplaced, or left behind.
7. By executing the rental permit/contract, facility rental applicant agrees to allow City Department, Fire Department, or Law Enforcement personnel access to the rental facility at any time to ensure all rules, regulations, and laws are observed and shall have the authority to terminate facility rental when personnel reasonably believe the use of the rental facility poses an immediate risk to the safety and welfare to the rental facility occupants or users. The use of the rental facility may also be terminated by City Department, Fire, or Law Enforcement personnel if a violation of federal, state, municipal ordinances, or the Policies and Procedures are present and facility rental applicant does not immediately correct the violation, or a violation identified resumes after facility rental applicant receives an initial warning for the same or similar violation.
8. Alcohol is prohibited at athletic fields and gymnasiums.
9. At the end of the rental period, the facility rental applicant shall return facility to the pre-event condition. All decorations removed, all trash disposed in proper receptacles, and removal of all personal property.
10. Facility rental applicant is responsible to ensure event noise does not disturb other activities in or surrounding the facility or neighborhood. Ordinance VMC Chapter 8.32 applies.
11. Smoking at rental facilities is prohibited except in authorized areas.
12. Rental applicant shall be responsible for all costs to repair and/or replace damage to the facility and/or equipment.
13. Live bands are prohibited at Thibodo Community Center.
14. All events must end by 10:00 p.m. (does not apply to AVO and Moonlight Amphitheatre).
15. Walls and fixtures of facilities may be decorated during rental period and must be affixed using non-invasive materials. Invasive materials, such as glue, pins, nails, staples are prohibited. Wall and ceiling decorations are NOT allowed at the Morris B. Vance Community Room.
16. The use of birdseed, rice, silly string, sparklers, confetti, glitter, flower petals, smoke machines, and like materials is prohibited.
17. All equipment (ie: tables, chairs, dance floor, etc.) used during the rental must be from a rental company that provides a certificate of insurance with endorsement to the City.
18. Animals, except service animals, are not permitted in the rental facilities.
19. Facility rentals on a regular basis shall pay the initial rental fee upon application and each subsequent rental fee no later than 30 days prior to the subsequent rental. Failure to pay the rental fee by due date may result in termination of the facility permit.
20. Rental change of date is processed the same as a cancellation and follows the applicable cancellation policy.
21. Refunds and credits are issued only to the permit/contract signatory regardless of source of payments.



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22. Using parks and city facilities for business or profit purposes is prohibited without written authorization from the City, such as in a rental contract, lease agreement or instructor contract. Authorized renters must obtain applicable business license permits and provide proof of meeting insurance requirements as specified by the City. Vista Municipal Code 12.08.010, specifically sections K and L, also apply.
23. City owned or operated vehicles are not authorized for use for non-City sponsored events.

#### **IV. Events with Alcohol**

1. Alcohol, where permitted, is limited to beer, wine, champagne, and malt beverages that do not exceed 14% alcohol. If professionally served, beer and malt beverages may be in bottles and served into glasses. If not professionally served, beer and malt beverages must be in cans only. Kegs, pony kegs or similar receptacles are not permitted.
2. Authorization for alcohol must be obtained on the reservation permit.
3. Facility rentals with alcohol consumption shall be a maximum of 6 hours of event rental, excluding set up and clean up at which alcohol is not permitted. (Not applicable to Moonlight Amphitheatre and AVO Playhouse).
4. Facility rentals where alcohol is consumed must have security at a ratio of 1 guard for every 100 people or portion thereof. (Not applicable to Moonlight Amphitheatre and AVO Playhouse; please refer to site-specific details).
5. Facility rental applicant intending to provide alcohol for sale shall provide to the City written authorization from California Department of Alcohol and Beverage Control.

#### **V. Security (does not apply to Moonlight Amphitheatre or AVO Playhouse; please refer to those locations for site specifications).**

1. Facility rentals with more than 100 people require one (1) guard for every 100 people.
2. Facility rentals with live music or alcohol require security at a ratio of one (1) security guard for every 100 people or portion thereof.
3. Security is required to be on site thirty minutes prior to start of event and thirty minutes after end of event. All security has a four (4) hour minimum charge.

#### **VI. Deposits**

1. A \$350 refundable deposit is required for all indoor facility rentals; \$500 for Morris B Vance Community Room and the AVO Playhouse. A \$1,000 refundable deposit shall be required on all rentals for Rancho Buena Vista Adobe and Moonlight Amphitheatre.
2. A \$100 refundable deposit is required for outdoor facility rentals with 100 people or more.
3. Deposits paid by check are due a minimum of 30 days prior to event date and all checks are cashed; if credit card or cash pay deposit, it is due 14 days prior to rental date.
4. The deposit refunds are processed within 45 days of event, unless used for loss or repair of property or contents. City shall provide facility rental applicant a detailed invoice for all funds used and refund the difference.
5. Groups renting a facility on a regular basis shall receive refund of deposit after final rental.



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### VII. Insurance

1. All requirements are applicable to facility rentals, knocker balls, inflatable games, jump permits, caterers, game trucks, and climbing walls and as deemed appropriate by staff.
2. At the time of reservation facility rental applicants shall have City enforced special event insurance or acceptable insurance of: a \$1,000,000 comprehensive general liability insurance naming City of Vista as additional insured on an "Additionally Insured Endorsement" with a 30 day notice of cancellation; rental applicant shall bear 100% cost.
3. Facility rental applicant that provides acceptable documentation of liability insurance no later than 30 days prior to the rental date shall receive a full refund of the City enforced special event insurance; such refund is applied to the required deposit.
4. The use of a licensed caterer requires caterer to provide, no later than 30 days prior to the event, documentation of a City of Vista Business License; \$1,000,000 comprehensive general liability to include: contractual liability, business auto, products (including food) and broad form property damage with insurance certificate naming the City of Vista as additional insured on an "Additionally Insured Endorsement" with a 30 day notice of cancellation; Worker's Compensation (statutory); and \$1,000,000 liquor liability if alcohol is served.
5. All activities and rental insurance requirements are subject to review and approval by appointed City personnel.

### VIII. Youth/Teen Events: (does not apply to Moonlight Amphitheatre or AVO Playhouse).

1. Adult supervision is required at a ratio of one (1) adult for every 20 youth/teen.
2. Teen events must have 3 security guards regardless of number of guests.
3. Alcohol is not permitted at youth/teen events.

### IX. Fees

1. Jim Porter Recreation Center, Thibodo Community Room, Senior Center Park Terrace, and Azalea Room rentals: Facility rental applicant must pay 50% of the Facility Rental Fee at the time of reservation. Outstanding balance of Facility Rental Fee shall be paid no later than 90 days prior to the event date. If the reservation is within 90 days of the event date, 100% of the Facility Rental Fee is due upon reservation.
2. Rancho Buena Vista Adobe and Morris B. Vance Community Room: Facility rental applicant must pay 50% of the Facility Rental Fee at the time of reservation. Outstanding balance of Facility Rental Fee shall be paid no later than 180 days prior to the event date. If the reservation is within 180 days of the event date, 100% of the Facility Rental Fee is due upon reservation.
3. Moonlight Amphitheatre and AVO Playhouse: Facility rental applicant must pay 100% of the Facility Rental Fee at the time the signed application is submitted if event is a "non-ticketed" event. If the event is a "ticketed" event, the rental fees are deducted from ticket sales revenue through the VISTIX box office.
4. Facility rental applicants requesting a fee waiver must submit such written request, no later than 90 days prior to event date, to the Department Director. City Council must approve all fee waivers.
5. Disc Golf: Facility rental applicant must pay 50% of the Facility Rental Fee at the time of reservation. Outstanding balance of Facility Rental Fee shall be paid no later than 90 days



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prior to event date. If the reservation is within 90 days of event date, 100% of the Facility Rental Fee is due upon reservation.

6. Failure to pay fees accordingly may subject the facility rental to cancellation.

### X. Cancellations/Refunds

1. Jim Porter Recreation Center, Thibodo Community Room, Park Terrace, Azalea Room, and Brengle Terrace Disc Golf course rentals: Facility rental applicant that provides a written cancellation more than 90 days prior to the rental date shall be entitled to a refund of 100% of all fees paid to date. Cancellations received fewer than 90 days prior to rental event shall not be entitled to a refund of Building Facility fees paid; however, shall receive 100% of other fees (cleaning, security, staff, alcohol permit) paid to date if the City did not incur an expense because of rental.
2. Rancho Buena Vista Adobe and Morris B. Vance Community Room: Facility rental applicant that provides a written cancellation more than 180 days prior to the rental date shall be entitled to receive a refund of 50% of Building Rental Fee paid to date, and 100% of all other fees (cleaning, security, staff, set up, alcohol permit) paid to date. Cancellations received fewer than 180 days prior to rental event shall not be entitled to a refund of Building Facility fees paid to date; however, shall receive 100% of other fees (cleaning, security, staff, set up, alcohol permit) paid to date if the City did not incur an expense because of the rental.
3. Moonlight Amphitheatre and AVO Playhouse: Facility rental applicant that provides a written cancellation 60 or more days prior to event date shall receive 100% refund of rental fee. A written cancellation received 31-59 days prior to the event date shall be entitled to a 50% refund of the estimated rental fee (excluding cost of labor). Written cancellations received fewer than 31 days prior to the event shall not be entitled to a refund and rental applicant shall be liable for 100% of the estimated rental fee (excluding cost of labor).
4. A change of rental date is treated the same as a rental cancellation and follows the same refund policy.
5. A written notice of cancellation by facility rental applicant may be delivered in person or by US Mail, postage paid, to the Department. Notices via US Mail are dated the date of the cancelled postmark of envelope. Cancellation is not deemed received until Facility Rental Applicant receives a notice of cancellation from the City.
6. Park & Picnic Pavilion rental cancellations received no later than 30 days prior to rental date will receive a refund less a \$25.00 transaction fee. All other cancellations are not entitled to a refund.
7. Park & Picnic Pavilion cancellations due to rain may be rescheduled at no additional charge. Refunds will not be provided.
8. Youth Sports cancellations received no later than two weeks after the first practice shall receive a refund less a 25% transaction fee or 100% credit. All other cancellations are not entitled to a refund and/or credit.
9. Recreation Camps/Early Childhood Education cancellations received no later than 30 days prior to the onset of the paid session will receive a refund less a 25% transaction fee or 100% credit. All other cancellations are not entitled to a refund and/or credit.
10. Adult Softball cancellations received no later than 30 days prior to the 1<sup>st</sup> scheduled game will receive a refund less a 25% transaction fee or 100% credit. All other cancellations are not entitled to a refund and/or credit.





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### XI. Site specific Policies & Procedures

#### A. Park Pavilion & Picnic Areas

1. Picnic areas have a maximum capacity of 100 people; events with more than 100 people are required to rent an additional picnic area.
2. Facility rental applicants with jump houses must obtain prior written permission. The jump house company must have acceptable insurance on file with the City and must list the City of Vista as additionally insured with an additional insured endorsement.
3. All events must end, be dismantled and vacated by dusk.
4. Electric sound amplification equipment is prohibited without prior written permission from Department or designee in ANY park or picnic area.

#### B. Rancho Buena Vista Adobe

1. Youth events are prohibited.
2. A licensed caterer is required if a meal is prepared on site.

#### C. Park Terrace

1. Rental applicant must obtain a licensed caterer for use of kitchen.
2. Kitchen use requires an additional \$500 refundable deposit.
3. Kitchen use at Park Terrace requires an additional kitchen personnel fee.
4. Kitchen use requires an additional Kitchen Cleaning fee.

#### D. Civic Center Morris B. Vance Community Room

1. Rental applicant must obtain a licensed caterer for use of kitchen.
2. Kitchen use requires an additional \$500 refundable deposit.
3. Kitchen use requires an additional kitchen cleaning fee.
4. Lobby furniture must remain in place and cannot be temporarily relocated.

#### E. Civic Center Lobby

1. All rentals require two security guards. Rentals with more than 100 people require one additional security guard for every 100 people or portion thereof.
2. Kitchen is not available for Lobby facility rentals.
3. Furniture must remain in place and not be relocated.

#### F. Civic Center Courtyard

1. Facility rentals require one security guard per 100 people or portion thereof.
2. Facility rentals with the consumption of alcohol require special fences of which rental applicant is to bear 100% of the cost.

#### G. Athletic Fields

1. A \$50 refundable cash or credit card deposit is required to reserve a field.
2. A refundable deposit of \$1,000 is required for Luz Duran Park and Vista Sports Park.
3. Rental applicants that provide a written cancellation notice to the Department 60 or more days prior to the event shall be entitled to a complete (100%) refund. Cancellations received fewer than 60 days prior to the event shall not be entitled to a refund. Cancellations by the City due to non-playable condition of the field are fully refundable.
4. Facility rental applicants that rent softball/baseball bases shall pay an additional \$200 refundable deposit for each set of bases.



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### H. Moonlight Amphitheatre and AVO Playhouse

1. Facility rental fee includes 1 department staff person. Additional staff will be billed at the rental contract rate, refer to contract for details.
2. The necessity for security guard(s) will be assessed by the Department Director or designee based on the production. The facility rental applicant shall bear 100% of all guard costs.
3. Facility rental applicant intending to sell concessions, alcohol, or catering services at the Moonlight Amphitheatre must contract with the facility concessionaire.
4. Facility rental applicant with a ticketed event must use VISTIX ticketing for ticket sales.
5. If a renter chooses to pull consignment tickets for organizational specific sales, (no greater than 50% of the house), then renter shall pay (prior to the release of the consigned tickets) a deposit equal to 50% of the estimated rental contract fee.
6. Facility rental applicant with the sale of merchandise (flowers, CDs, t-shirts, etc.) shall be assessed a fee of 10% of gross sales for "non-profit" rental applicants and 20% of gross sales for "for-profit" rental applicants.
7. Facility rental applicant for the AVO Playhouse shall be entitled to advertising space on the AVO Playhouse marquee and display cases. A marquee usage form must be submitted to the Facility Manager with the rental application.
8. Cancellation Policy: A signed and approved event application reserves the rental. Any written cancellation received by the department 60 days or more prior to reservation date shall not be liable for a rental fee. A written cancellation received 31-59 days prior to the event date shall be entitled to a 50% refund of the estimated rental fee (excluding cost of labor) and written cancellations received fewer than 31 days prior to the event shall not be entitled to a refund and rental applicant shall be liable for 100% of the estimated rental fee (excluding cost of labor).
9. All rental applicants must comply with the City of VMC Chapter 8.32.
10. Facility rental applicants must ensure that all events using sound amplification equipment end no later than 10:00pm.

### XII. Senior Center Co-Sponsored Eligibility and Application Process

#### A. ELIGIBILITY

1. Organization must have an open enrollment/attendance policy accepting all general public.
2. Organization must provide a service that is not currently offered or served.
3. Organization must provide the service free of charge or below market rate to participants and free of charge to the City.

#### B. APPLICATION PROCESS

1. Submit a City of Vista Facility Use Application.
2. Submit the following with the application:
  - a) Official membership roster with member's name, address, and age.
  - b) Certifications/qualifications for service to be provided.
  - c) Process organization utilizes to screen and select volunteers, if applicable.
3. Organization must be approved by the Senior Citizens Advisory Committee.



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### **XIII. Culture Caravan**

#### **A. SINGLE DAY TRIPS**

1. Full payment is due at the time of reservation.
2. Written cancellations received 30 or more days prior to trip date shall be entitled to a full refund of fees paid, less a \$10.00 service charge per person.
3. Written cancellations received fewer than 30 days prior to trip date shall not be entitled to a refund of any amount.

#### **B. MULTI DAY TRIPS**

1. A \$50 deposit is due for each traveler at the time of reservation.
2. 100% of trip cost is due no later than 45 days prior to travel date.
3. Written cancellation received no later than 45 days prior to the first day of travel shall receive a full refund less a \$50 processing fee.
4. Written cancellations received fewer than 45 days prior to the first day of travel shall not be entitled to a refund of any amount.

#### **C. INDIAN CASINO TRIPS**

1. All passengers must be 21 years of age or older.
2. Cancellations at any time are not entitled to a refund of any amount.