

City of Manteca



Manteca Transit Center

220 Moffat Blvd., Manteca, CA 95337

Rental Policies & Procedures

For Reservation Information:

Phone: (209) 456-8890

E-mail: TCRental@manteca.gov

www.MantecaTransit/TransitRental

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1. Introduction

Thank you for considering the Manteca Transit Center for your event. We want you to have a pleasant experience during the early planning stages of your reservation up to, and including, the day of your event. The policies and procedures set forth in this document have been adopted by the Manteca City Council and are in place to provide you with quality service and to ensure a safe and enjoyable event.

2. Facility Usage Priority

Priority	Identification	Definition	Booking Period Prior to Event
1	City Sponsored Programs	Activities organized by the City of Manteca.	12 months to 30 days prior to event
2	Government Sponsored Events	A governmental agency, which benefits the City of Manteca residents including Manteca Unified School District.	12 months to 30 days prior to event
3	Non-Profit Organizations	Groups that have obtained 501(c)3 status as a charitable organization.	12 months to 30 days prior to event
4	Private	Individuals or groups holding private events not open to the public.	9 months to 30 days prior to event

Manteca residents will have priority over non-residents. Non-residents will be defined as those individuals living outside the city limits of Manteca.

Local non-profit organizations will have priority over non-local non-profit organizations. Local non-profit organizations will be defined as those organizations that have an active non-profit business license within the City of Manteca with a business address within city limits. Non-Local non-profits must provide 501©3.

3. Reservation Procedure

Facility room reservations will only be confirmed upon submission of the following:

Required Forms	Date Due
Facility Rental Application (required to hold reservation)	At the time of rental reservation
Rental Acknowledgement (on Rental Application Form)*	At the time of rental reservation
Security Application	At the time of rental reservation
Payment of appropriate Deposit*	At the time of rental reservation
Assumption of Risk and Waiver of Liability	At the time of rental reservation
Payment of full Rental Fee	30 days prior to scheduled event
Certificate of Insurance w/ Liquor Liability (if applicable)	30 days prior to scheduled event
Confirmation of Private Security (if applicable)**	30 days prior to scheduled event
Alcoholic Beverage Control (ABC) Permit (if applicable)	10 days prior to scheduled event

**The City reserves the right, as a condition of approval of the reservation, to require security personnel to ensure the safety and welfare of the attendees.

If these obligations are not met, the City reserves the right to cancel the contract and release the date.

Reservations and required forms may be submitted in person, by appointment, by mail or e-mail to:

Manteca Transit Center
220 Moffat Blvd.
Manteca, CA 95336

Call (209) 456-8890 to schedule an appointment or email TCRental@manteca.gov

The City does not accept tentative reservations. Reservations may not be transferred, assigned or sublet.

4. Rental Rates

Weekday Daily hours: 8:00am to 4:00pm Monday through Friday
 Weekday Evening hours: 4:00pm to 12:00am Monday through Thursday
 Friday Evening hours: 4:00pm to 12:00am Friday
 Weekend hours: 7:00am to 12:00am Saturday and Sunday

	Weekday Daily		
	Non-profit/ Government/	Resident	Non-resident
Small Community Room \$109 cleaning fee	\$15/hour	\$25/hour	\$35/hour
Large Community Room \$255 cleaning fee	\$25/hour	\$35/hour	\$45/hour
Large & Small Community Rooms (Combined) \$364 cleaning fee	\$35/hour	\$45/hour	\$55/hour
Set-up (tables & chairs only)	\$75	\$150	
Kitchen +\$100 cleaning fee	\$100/rental		

	Weekday Evening			
	Government*	Non-profit*	Resident**	Non-resident**
Small Community Room \$109 cleaning fee	\$25/hour	\$25/hour 2 hour minimum	\$35/hour 4 hour minimum	\$45/hour 4 hour minimum
Large Community Room \$255 cleaning fee	\$25/hour	\$35/hour 2 hour minimum	\$45/hour 4 hour minimum	\$55/hour 4 hour minimum
Large & Small Community Rooms (Combined) \$364 cleaning fee	\$25/hour	\$50/hour 2 hour minimum	\$55/hour 4 hour minimum	\$65/hour 4 hour minimum
Set-up (tables & chairs only)	\$75		\$150	
Kitchen + \$100 cleaning fee	\$100/rental			

***Requires a 2 hour minimum rental **Requires a 4 hour minimum rental**

	Friday Evening			Weekend & Holidays		
	Government	Non-profit/ Resident	Non-resident	Government	Non-profit/ Resident	Non-resident
Large & Small Community Rooms \$364 cleaning fee	\$25/hour	\$350	\$750	\$25/hour	\$1,100	\$1,200
Set-up (tables & chairs only)	\$150					
Kitchen + \$100 cleaning fee	\$100/rental					

- Use of the kitchen is only available in conjunction with a scheduled event at the Transit Center.

- Saturday rentals may rent the facility for set-up on the Friday night prior, if the facility is available, for a maximum of 4-hours at a flat fee of \$200.
- Local non-profits, as defined below, are authorized one discounted (\$25/hr) rental per calendar year Monday through Friday only; they will be required to pay a full Facility Deposit as defined by the event type.
- Local non-profits are those organizations that have an active non-profit business license with the City of Manteca with a business address within the city limits.

5. Deposit Requirements

- \$500 cleaning/security deposit with rental of Community Rooms only.
- \$600 cleaning/security deposit with rental of Community Rooms and kitchen.
- \$800 cleaning/security deposit when alcohol will be served/sold.

Facility Security Deposits may be reduced by \$200 from the full amount as defined by the event type for **membership meetings** conducted by local non-profit organizations or other governmental agencies, **when no other activities are being conducted in association with said meeting and it is not being used as their annual discounted event.**

All deposits are fully refundable within three weeks after the event if the following criteria are met:

1. There is no damage to the facility.
2. The hours of use do not exceed those paid for and agreed upon in the rental contract.
3. Only the rooms designated on the rental contract were used.
4. Police or City staff intervention was not required as a result of the event.
5. There was no violation of any single item, portion of or combination of rental policies and regulations, including prohibited decorations; or misrepresentation of the event.

Fees will not be refunded if actual use time is less than the rental period agreed upon in the Rental Application.

6. Insurance Requirements

Insurance can be purchased through the City of Manteca HR department or from a self-provider. The individual, group or organization using city facilities shall maintain insurance limits of no less than:

General Liability

- General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- General Aggregate of \$4,000,000.
- General Liability Additional Insured Endorsement naming the following as additional insured **on 2001 or earlier issued endorsement forms**: *"City of Manteca, its officers, officials, employees, agents and volunteers"*

Other Insurance Requirements

The policy is to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of the activities performed by or on behalf of the Insured (applicant); products and completed operations of the applicant; premises owned, occupied or used

by the applicant; or automobiles owned, leased, hired or borrowed by the applicant. The coverage shall contain no special limitations on the scope of protection afforded the City, its officers, officials, employees, agents, or volunteers.

2. For any claims related to this event, the applicant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the applicant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, 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 of Manteca.

Verification of Coverage

Applicant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City (copies attached). All endorsements are to be received and approved by the City before the date of the event. As an alternative to the City's forms, the applicant's insurer may provide complete, certified copies of all required insurance policies including endorsements effecting coverage required by these specifications.

Failure to provide the required insurance by the deadline will be cause to cancel your scheduled usage.

7. Alcoholic Beverages

In its operation of the Transit Center, the City of Manteca shall abide by all laws of the State of California concerning the use and serving of alcohol. It is illegal to give, serve, or sell alcoholic beverages to any person under age twenty-one (21) in the State of California. Renters wishing to have alcoholic beverages at their event must abide by the following regulations regarding alcohol use in the Manteca Transit Center facilities:

- Alcoholic beverages may be consumed without a permit when there is no monetary exchange for the beverage **and** when there is no admission charge for the event.
- Liquor Liability Insurance is required if alcoholic beverages are served at any event.
- **Alcoholic beverages are strictly prohibited at any event or social gathering where the majority of guests are under 21 years of age.** If alcohol is present at an event where the majority of the guests are under 21 years of age, the event will be suspended immediately and no fees will be refunded.
- **Alcohol SOLD by any means** (selling tickets, donations, cost in admission price, etc.) **will require** an Alcoholic Beverage Control (ABC) Permit. This permit must be on file with the City of Manteca by the deadline stated in the Reservation Procedure section of this policy. The liquor permit must be displayed in the building area where alcoholic beverages are to be sold.

- **Alcohol use by a private party does not require** an ABC Permit from the State Department of Alcoholic Beverages Control or the City of Manteca when the following conditions exist:
 - 1) When there is no payment for contracted vendor services who are providing the alcohol,
 - 2) When there are no donations, fees or other charges requested if attending the event, and
 - 3) When the event is not open to the public.
- No alcoholic beverages may be consumed outside of the Transit Center building including the East and West Outdoor Plaza.
- Private Security will be required for all events serving alcohol at a ratio of 1 guard per 100 guests.

The responsible party (renter) must agree to take full responsibility for the behavior exhibited by the guests. If the City deems an event/rental is uncontrollable and/or unsafe, requiring intervention, applicant will forfeit entire deposit and may be liable for any related costs.

8. **Amending the Contract**

Once a reservation has been completed and final payment has been made, any changes must be done in person or in writing. Changes to a rental date may be considered as a cancellation and re-booking if amendments are made within the ranges of when cancellation fees would be assessed (see Cancellation Policy).

9. **Cancellation Policy**

Cancellation fees are determined by the date the City receives written notification by the responsible party listed on the Facility Rental Application of their intent to cancel the event. Upon receipt of the written cancellation request, the refund, if applicable, will be processed as follows:

90 Days or More	89-61 Days	60-31 Days	30 Days or Less
No Penalty	50% of fees held	75% of fees held	100% of fees held Including deposit

Cancellation fees and designated percentages are calculated from the rental fee that was determined and agreed upon in the rental contract. The rental fee does not include the security deposit. Any fees on cancelled events will be deducted from the security deposit, if fees have not been paid.

10. **Security at Event**

The City of Manteca reserves the right to require security personnel based on an appropriate ratio to attendees as deemed necessary by the City, to ensure the safety and welfare of the attendees while utilizing the facility. In addition, the City reserves the right to restrict or limit access to the building during the course of the rental.

Renter is responsible for all cost related to security. A copy of a signed contract between the security company and the renter must be on file by the deadline listed in the Rental Procedures section.

Security is to be present and moving throughout the event at all times. If they are not performing the requirements of their position, the event is subject to cancellation without refund.

Security companies for all events must possess a certification from the California Department of Consumer Affairs Bureau of Security and Investigative Services and a City of Manteca Business License.

The Facility Attendant will check guard cards at the start of the event. If Guard Cards are not presented, the event is subject to cancellation without refund.

11. Set-Up for Event

Renters have the option of setting up themselves, or contracting (for a fee) with the City for set-up (tables and chairs only). If the City does the set-up, the renter must provide a floor plan to the City 14 days prior to rental date. City staff will not be responsible for tear down as it is the renters responsibility to clean off all tables and chairs before returning to storage. If set-up is not chosen, renters are otherwise responsible for event set-up and tear down **within the event time** agreed upon in the Rental Agreement. Renters are not permitted to pull-out or put away the partition walls; this is only to be done by City staff.

12. Cleaning Requirements

The City will coordinate all cleaning with the City's custodial contractor. The Renter will be responsible for all costs related to this option (please confirm this cost at the time of your rental reservation).

The Renter is responsible for removing all decorations by the conclusion of the event.

The Renter is responsible for removing all over-flowing garbage that does not fit within the provided receptacles. Garbage must be safely disposed of inside of the dumpsters located outside of the facility- not on the ground or around the dumpster area.

The Renter is responsible to wipe-down and tear-down all tables and chairs.

The City provides the following cleaning supplies for your use:

- Brooms and Dust Pans
- Buckets and Mops
- Garbage Liners
- Vacuum Cleaner
- Paper Towels and bathroom paper products
- Swiffer Wood Floor Cleaner
- Glass cleaner, disinfectant and other liquid cleaning products

13. Access to Facility

Facility keys will not be provided to renters. Access to Facility will only be allowed at designated start time by a Facility Attendant as long as the designated contact on the Rental Agreement is present at start time. Any other event participants, including caterers and other vendors, will not be allowed access until designated contact arrives unless renter provides a pre-approved list. Pre-walkthrough must be completed before any set-up begins thus it is important that the pre-approved list can authorize the walk-through.

14. Attendant at Events

One or more Facility Attendant(s) will be assigned for the duration of your event and will only deal with the renter/assigned contact person during your event. The Attendants are City of Manteca employees responsible for monitoring the safety and security of the Facility and ensuring that all rules regarding the use of the Transit Center are adhered to during your event. Their duties include confirmation of security personnel, if applicable, facility walk-throughs, inspections and supervision and monitoring of the event.

The Facility Attendants do not take the place of required security personnel and/or supervision of children at events. Facility Attendants have the authority to end any event early if participants fail to comply with any of the rules and regulations.

15. Audio Visual Equipment

The community room is equipped with multiple built-in projectors, and 3 drop down screens, and HDMI cables for presentations. A City laptop is available for use with the audio visual equipment at no additional charge. It is important to test audio visual/laptop connections prior to your event by saving your presentation on a USB flash drive. Facility Attendants have basic knowledge of the operating system but will not be responsible for any technical and/or connection issues during your event.

16. Kitchen

The fully-equipped commercial kitchen is available to rent in conjunction with a related event at the Transit Center. It is the renter's responsibility to make all food arrangements with a food provider/caterer of their choosing. The relationship will be between the renter and the food provider, not the City of Manteca. Food providers/caterers are not allowed early access to the kitchen or to clean up outside the event rental hours. All remaining food and beverage items must be disposed of at the conclusion of the event.

Fees may be withheld from the deposit if City staff time is required to dispose of any leftover food or trash.

17. Decorations

The City has the right to refuse certain decorations. Renters are encouraged to discuss all decorating plans with City staff before event date. To preserve the Transit Center facilities, the following guidelines shall be adhered to when decorating rooms for events:

- The use of tacks, pins, nails, staples, screws, scotch tape, 3M hooks, glue, or any other decorating devices are strictly prohibited. Removable tape and safe-adhesive including masking tape is permissible.
- The City does not allow any type of rice, birdseed, or sand/pebble/rock to be brought into the Transit Center facility.
- Absolutely no glitter or confetti is permitted at the Transit Center facility.
- No decorations are permitted which would damage or discolor the facility or grounds; including colored chalk powder.
- Any special decorations, activities or amenities must be approved 14 days prior to the event by the City of Manteca and must be set-up and taken down within event reservation period.
- Open flames, candles and fog/smoke generating machines are not permitted.

- If City staff time is required to remove or dispose of any decorations at event end, or any other violation of this section occurs, all or a portion of renter's deposit may be withheld.
- Helium balloons are permitted but if any are released and become stuck at the ceiling, a charge against the deposit at \$50 per room will incur.

18. Live Animals

Live animals are not permitted inside City buildings with the exception of certified service animals. Farm animals of any type are not allowed on/in public facilities to include public buildings, grounds and parking lots. This includes, but is not limited to, horses and ponies.

19. Structures

Inflatable structures, tents, dunk tanks and climbing walls are not permitted inside City buildings, on the grounds or in the parking lots.

20. Parking

Included in the rental fee is a parking lot with 95 parking spaces. All event participants are required to park in the parking lot or on the street for any overflow. Parking large trucks such as moving trucks and semi tractor-trailer trucks on City property is prohibited unless pre-approval has been granted by City of Manteca Transit staff.

Vehicles are not permitted to park on the grass, sidewalk or on the path behind Transit Center next to railroad tracks. This is a loading and unloading zone only. Damage done to City property or facilities as a result of a vehicle will be charged against the rental/security deposit.

21. Facility Regulations and Restrictions

- City staff will not distribute or promote information on rentals and uses held in City facilities. Therefore, please ensure flyers/ads and other promotional materials list the renter's contact phone number.
- Smoking is not prohibited inside City facilities. Guests may smoke outside, but must be at least 20 feet away from the building entrances and exits.
- The City of Manteca will not grant use of their facilities to any individual or group, political or otherwise, that advocates the overthrow of the government of the United State of America or the State of California by force, violence or any other unlawful means; or to any individual or group, political or otherwise, that discriminates because of race, religious creed, color, national origin ancestry or sex.
- The City of Manteca reserves the right to refuse to grant the use of its facilities to any person or group if such use is deemed to be contrary to the best interest of the City and/or its residents.
- Facility users are not permitted to store any equipment or items associated with their events in any City buildings.
- Facility Attendants will control all heating, air conditioning, lighting, AV equipment, or any other electrical or mechanical systems in the building. Renter shall make requests to Facility Attendants for any adjustments or assistance, which will be made, if possible, in accordance with the welfare of the facility/participants/staff.

- Renter must notify Facility Attendants immediately of any spills, damage, and/or problems requiring attention.
- Lobby and Restrooms will remain open to the public during transit operation hours (Monday through Friday, 8:00AM-5:00PM and Saturday, 9:00AM-4:00PM).

22. Damages

The renter agrees to reimburse the City for all costs incurred by it in repairing damages including, but not limited to, the facility, furnishings, fixtures, grounds, and/or additional cleaning required outside of the normal scope for said facility maintenance, which occurred in connection with the permitted activity and was caused by the renter, sponsoring organizations and/or attendees. Reimbursement for such expenses that are in excess of the security deposit will be invoiced to the renter.

23. Denied Requests/Cancelled Permits

A rental application request may be denied or cancelled on the grounds that the applicant has previously had a permit revoked in the City of Manteca or another jurisdiction for violation of permit conditions, or failure to fulfill any use requirement by the established deadline, including, but not limited to, the payment of facility fees or extra fees.

24. Renter Responsibilities

- Renter, as indicated on the Rental Application, shall be present at all times during the event and will respectfully coordinate all matters with the assigned Facility Attendant(s) for the duration of the event. If renter leaves event early, the event may be terminated at City's discretion.
- Renter is responsible for keeping all event participants in the designated rooms.
- Children are not permitted to leave the facility/room(s) rented without adult supervision. Facility Attendant(s) are not responsible for children attending the event. It is the sole responsibility of the Renter to monitor and manage their attendees.
- Facility Attendant(s) will have continual contact with Renter during event through periodic facility/event checks. Any questions or issues arising during event must be addressed between Facility Attendant(s) and Renter only.

25. General Policies

- Series meetings are not allowed at the facility. Series meetings shall be defined as using and booking a facility for more than three (3) consecutive months, or more than nine (9) dates within any three (3) month period. Groups that utilize a facility within the limits of this policy may not book additional dates until the completion of the existing rentals.
- Any items left in or on the property will be held for two (2) business days, after which time, said items will be disposed of at the discretion of City staff.
- Disorderly conduct of event participants is prohibited—Renter shall assume full and complete financial responsibility for any damages to persons or property caused by negligent or unlawful conduct during the use of the facility. If damages exceed the amount of the Cleaning/Security deposit, renter shall reimburse the City for repair or clean-up cost.

- Renter is responsible for the behavior and conduct of all event guests, including children. If the City deems an event/rental is uncontrollable and/or unsafe, requiring intervention, renter will forfeit entire deposit and may be liable for costs related for City to respond.
- Children must be under the direct supervision of an adult at all times.
- The renter shall be responsible for removing all over-flowing trash and ensuring that trash is safely disposed of inside of the on-site dumpster provided.
- The renter shall be responsible for removing all decorations, equipment, and property brought in by the user.
- The renter shall ensure adherence to facility seating and assembly capacities.
- Administrative changes to this policy may be made by City staff as needed.