

RESORT IMPROVEMENT DISTRICT NO. 1
Shelter Cove Sewer and Other Facilities Maintenance District No. 1

POLICY TITLE: **Public Facilities Use and Rental**

POLICY NUMBER: **3080**

3080.1 Purpose: The purpose of this Policy is to establish guidelines for public use of certain Resort Improvement District facilities. For the purposes of this policy these facilities consist of the Community Clubhouse, the meeting room at the District office, the golf links course, the airport, and other various outdoor recreation amenities. This policy acknowledges the contributions of the residents of Shelter Cove that have resulted in the development and maintenance of these facilities and is intended to encourage maximum use of them by members of the community. These facilities are to be made available to all members of the community of Shelter Cove upon request and can be made available to persons or groups not residing within the community of Shelter Cove upon approval by the General Manager or the Resort Improvement District Board of Directors. This Policy is intended to provide fair and equitable access to the District's facilities by all groups for the conduct of civic business and for recreation, social, and educational activities.

3080.2 Eligibility and Application For Use: The Resort Improvement District shall have priority in the use of District owned facilities. Non-District use is available to any organization, group, or individual(s) at times when such use will not interfere with normal or special District operations. Individuals or groups shall complete an application following procedures and using forms to be developed by the General Manager.

3080.3 Fees For Use: A fee schedule, developed by the General Manager and approved by the Board of Directors, will include types of use ranging from those uses that have no fees to those uses that will incur fees for regular and/or exclusive use of the facilities.

The General Manager and the Board of Directors have the authority to waive all or a portion of the use fees.

See Appendix 1

Adopted: February 19, 1998
Revised: May 15, 2008
 February 18, 2016
 September 16, 2021

Appendix 1 to Policy 3080

RESORT IMPROVEMENT DISTRICT
PUBLIC FACILITIES RENTAL FEE SCHEDULE

I. NON-FEE USE FOR CLUBHOUSE ABALONE HALL/KITCHEN:

**Prior General Manager approval must be obtained for use/serving of alcohol.
Prior Board of Directors approval must be obtained for all commercial use.**

1. Use of the facilities by District staff and/or Board Directors, that meet to perform the business of the Resort Improvement District. This would include regular or special meetings of the Board of Directors and/or use by Resort Improvement District staff.
2. Use of the facility, excluding the kitchen area, by community groups or organizations to provide free services exclusively to children. \$100.00 cleaning deposit may be required as determined by General Manager.
3. Use of the facilities by Shelter Cove residents for memorials. Memorials must be open to all the Shelter Cove residents, must not charge attendance fees, are not for solicitations of any kind, do not ask for donations, are not fundraisers, and/or no money changes hands. \$100.00 cleaning deposit may be required as determined by General Manager.
4. Use of the facilities for regularly scheduled meetings and/or activities, excluding the kitchen area, by Community organizations or groups which meet to provide free community-oriented services (excluding parties.) for residents of the Shelter Cove community. Meetings and/or activities must be open to Shelter Cove residents, must not charge attendance fees, are not solicitations, do not ask for donations, are not fundraisers, no money changes hands, and are determined to be low risk by the General Manager. \$100.00 cleaning deposit may be required as determined by the General Manager.
5. Use of the facilities for meetings, events, and activities where fees have been waived by the Board or the General Manager. (i.e. Events on the annual fee exempted or reduced fee schedule).
6. Applicant(s) must sign hold harmless agreement with District.

II. HOURLY FEE SCHEDULES FOR CLUBHOUSE ABALONE HALL/KITCHEN:

Events up to 4 hours long. Prior General Manager approval must be obtained for use and/or sale of alcohol. Prior Board approval and insurance must be obtained for commercial use.

1. Public use of the District facilities for events that provide services to the residents of Shelter Cove held by formally organized nonprofit organizations that meet on a regular basis to conduct business. Formally organized non-profits charge or assess dues, retain bank accounts or assets, and solicit funds. \$50 flat rate.

2. Use of Abalone Hall by Shelter Cove residents:
This category includes, but is not limited to, children’s birthday parties, educational, or recreational classes.

Private Events:

Abalone Hall only **\$50 flat fee**, four-hour maximum, \$100 cleaning deposit.

Hall & Kitchen **\$75 flat fee**, four-hour maximum, \$100 cleaning deposit.

Commercial Classes:

Abalone Hall and/or Kitchen **5%** of gross receipts/income.

3. Use of Abalone Hall by non-residents:
This category includes, but is not limited to, children’s birthday parties, educational, or recreational classes.

Private Events:

Abalone Hall only **\$30 per hour**, two-hour minimum, \$100 cleaning deposit.

Hall & Kitchen **\$50 per hour**, two-hour minimum, \$100

cleaning deposit.

Commercial Classes:

Abalone Hall and/or Kitchen **5%** of gross receipts/income.

4. Applicant(s) must sign hold harmless agreement with District.

III. DAILY FEE SCHEDULES FOR CLUBHOUSE ABALONE HALL/KITCHEN:

Events over 4 hours long. This category may include, but is not limited to, weddings, musical events, or events that are commercial in nature. **Prior General Manager approval must be obtained for use and/or sale of alcohol. Prior Board approval and insurance must be obtained for commercial use.**

1. Public use of the facilities by formally organized nonprofit groups that meet on a regular basis to conduct business, charge and/or assess dues, retain bank accounts or assets, and solicit funds and provide services to the residents of Shelter Cove.
\$75

2. Use of Abalone Hall by **Shelter Cove residents**:

Clubhouse Abalone Hall.....	\$150
Clubhouse Abalone Hall/kitchen.....	\$250
Non-refundable cleaning fee.....	\$100
*Refundable security deposit.....	\$250

3. Use of Abalone Hall by **non-residents**:

Clubhouse Abalone Hall.....	\$300
Clubhouse Abalone Hall/kitchen.....	\$400
Non-refundable cleaning fee.....	\$100
*Refundable security deposit.....	\$500

*Deposit returned after inspection of facility within 3 business days.

4. Applicant(s) must sign hold harmless agreement with District.

IV. GENERAL CONDITIONS

1. Use of the coffee pot/sink will not constitute use of the kitchen. Hourly rates will be determined by calculating the total of all hours of use. Any portion of an hour in excess of 10 minutes will be considered a full hour for purposes of billing.

2. The donation of services or equipment to the facilities by groups, organizations, or individuals will be considered, but no use fees, use fee credits, and/or special allowances will be granted.

3. The General Manager and the Board of Directors have the authority to waive all

or a portion of the use fees. Cleaning deposit and security deposit requirements cannot be waived by the General Manager, but can be waived by the Board of Directors.

4. Cleaning deposit and security deposit amounts will be returned to the applicant based on the review and approval of the General Manager.

V. APPLICATION FOR USE OF FACILITY

Rental Agreement forms and fee schedules may be obtained from the Resort Improvement District office. A Rental Agreement should be submitted at least two weeks prior to the intended use. All Rental Agreements are subject to approval by the General Manager and for commercial use application by the Board of Directors. Use requests not granted by the General Manager may be appealed to the Board of Directors.

All cleaning and/or security deposits will be required with a submitted application.

Groups meeting on a regular basis may post a cleaning deposit with the Resort Improvement District office and allow it to remain at the District office. Any applicant who is scheduled to use the facilities and finds it necessary to cancel a scheduled event shall notify the District office 72 hours prior to the event. Failure to give adequate notice may, at the discretion of the General Manager, result in the imposition of a cancellation fee. Cancellation fee cannot exceed use fee that is charged for facility use.

- All Humboldt County Health Department Orders must be followed at all times by rental applicant, user, participants, and/or spectators.
- Groups or individuals who intend to serve alcohol will be required to obtain prior approval and secure all necessary licenses required by law and pay all taxes as required.
- Smoking is not permitted inside any part of the facilities.
- All juvenile organizations or group use must have adult sponsorship and supervision.
- Only service dogs are permitted indoors at the community clubhouse or on the outside decks.
- Keys to the facilities will be maintained at the District office and may be checked out by an authorized representative of the group or organization intending to use the facilities, and a deposit in an amount no less than \$25.00 and no greater than \$50.00 may be required by the General Manager.
- Loss of the key shall be reported to the District office immediately.

VI. INSURANCE & HOLD HARMLESS AGREEMENT

Anyone using, entering, or occupying the District's public use facilities shall agree and demonstrate agreement to protect, indemnify, hold harmless, and defend the Resort Improvement District No. 1 against and from any loss, cost, damage, and/or expense arising out of or from any event, accident, and/or other occurrence on, within, or about the District premises, causing damage and/or injury to any person or persons or property whomsoever and whatsoever and will protect, indemnify, hold harmless, and defend the District from any and all claims, costs, and expenses arising out of any failure of the rental applicant and/or user(s) in any respect to comply with and perform all the requirements and provisions agreed to and required by any local, state and/or federal law or ordinance during the specified period of use.

If alcohol is present, or if the renter is charging fees, soliciting donations and/or raising revenue, or if the event is over 4-hours long the following shall apply:

Anyone applying to use the facilities, whether as an individual, a group or as an organization, shall maintain comprehensive general broad form liability insurance coverage for public liability and property damage including a blanket contractual fire, legal, products and/or completed operations in the amount of ONE MILLION DOLLARS (\$1,000,000) or combined single limit. Rental applicants shall name the Resort Improvement District No. 1 as additionally insured and shall provide the District with a certificate of insurance specifying a 30-day notice of cancellation prior to the date of use. Rental applicants may be able to obtain "Special Events Insurance" through the District for a cost to be paid by the rental applicant.

Any and all damage to the building, facilities, or equipment is the responsibility of the rental applicant and/or users and any damage shall be reported to the District office immediately. Damages, whether reported or unreported, will be deducted from the security deposit. Damages exceeding security deposit will be billed to the rental applicants and/or users for actual costs to repair or replace those damages.