

City of Daytona Beach Shores Community Center

Facilities Use Operations Manual

August 2020



The City of Daytona Beach Shores wishes to allow residents and the general public access of the Shores Community Center in conformance with established procedures and policies to ensure proper usage. Any use must be compatible with the established functions and purpose of the facility. **City of Daytona Beach Shores sponsored events and programs have a priority status over all events at the facility.**

The Shores Community Center’s intent and purpose is to accommodate a broad range of recreational, cultural and social activities for city residents, as well as to City-operated programs. **Use by other groups will be permitted on a limited basis.**

OVERVIEW: The Shores Community Center will be available for city programming seven (7) days a week. City activities will mostly be scheduled during the daytime hours of 8 a.m. – 4:00 p.m. from Monday through Friday. For this reason, availability of rental space will be limited during the Monday-Friday daytime hours. In setting the rental fees, staff has reviewed the various demands for different events on different days of the week. It is assumed that weekends and holidays will be the major rental event days and the fees have been structured accordingly. Multiple same day rentals on weekends will be made at the discretion of the City Manager, or designee.

Specific rooms will be available for rent during the following times:

- Limited Monday-Friday daytime hours
- Evening hours Monday-Friday
- Saturday and Sunday
- Some holidays

Facility users are classified into groups for the purpose of assessing fees and determining scheduling priorities.

The facility user classifications are as follows:

GROUP PRIORITY	CLASSIFICATION	EXAMPLE USES
GROUP I NO FEE CHARGED	Municipal (i.e. City organized, conducted, and operated programs, meetings and events.)	Meetings, workshops, programs, special events, contracted programs, and classes, recognition dinners, official activities of the City.
GROUP II ALL FEES APPLY	Private Party, Special Interest Groups and Commercial Groups (i.e., private educational organizations, resident private parties, special interest clubs, business organizations, nonprofit organizations, etc.)	Family events, private parties, class reunions, club meetings, instructional programs, business organizational functions, church services, conferences, wedding receptions, private school functions, fairs and events.

DEFINITIONS:

Resident – An individual making application for facility use who resides within the boundaries of the City of Daytona Beach Shores.

Non-resident – An individual, making application for facility use who resides outside of the City of Daytona Beach Shores boundaries.

Private Group – Individual or group making application for facility use, which excludes participation by the general public. Any group without official non-profit status.

Commercial Group – Any commercial, business firm, organization or individual making application for facility use, whose primary purpose is a for profit venture. Includes any business operating within the Daytona Beach Shores limits and any business physically located outside of the city limits.

APPLICATION PROCEDURE

A. Application Process

All potential users shall complete a City of Daytona Beach Shores Community Center Facility Use Application and Agreement. Applications for use of the Community Center facilities may be submitted by mail, fax, or in person at the Community Center. Applications will be accepted during regular business hours (Monday-Friday, 8:00 a.m. to 4:30 p.m.), or as otherwise designated. An application submittal does not constitute acceptance or approval of use.

Applications will be accepted for specific dates and times. The time requested must include all set up and clean up time. Applications must be submitted at least forty-five (45) days in advance of the date requested to allow application processing and final fee payment. Advanced scheduling may be accepted up to 18 months prior to the event date for large night and weekend events.

Applications will be approved for specific rooms, depending upon group size, type of activity and availability. No activity shall be scheduled for more than the maximum occupancy room capacity.

Applications will be reviewed, and use will be prioritized. Once dates are approved and booked, the Community Center staff will assess fees. The applicant will be notified of an appointment with Center staff to review and confirm the information on the application. A 50% deposit of the room rental fees will be required at the time of the appointment.

The applicant must sign and date the Facility Use Application and Agreement Contract. By signing the Facility Use Agreement Contract, the Applicant agrees to indemnify and hold harmless the City of Daytona Beach Shores and agrees that all balances due stated on the Terms and Conditions must be paid 30 days prior to use. Should payment not be received within this time frame, the requested space may be released, and applicant will be responsible for any cancellation fees.

B. Refusal or Cancellation of Use by City

The City has the right to refuse or cancel any application/permit. The City Manager, or designee, will give written notices of refusal and cancellations with an appropriate explanation. Applications for use may be denied, or permits cancelled, for the following reasons including, but not limited to:

1. Unsatisfactory prior use
2. Hazardous and/or unsafe conditions exist (i.e., hurricanes or other natural disasters)

3. Application submitted less than required advanced timeline
4. Nonpayment of fees/deposit before due date
5. Groups that have not given proper cancellation notice
6. Facility or staff not available
7. Insurance or security requirement not met

If the City, due to unforeseen circumstances, makes a cancellation because the facility is unusable or unsafe, a full refund shall be made.

C. Cancellation of Use by Permittee and Refund Process

A notice of cancellation and request for refund must be received in writing and submitted to the Recreation Director.

A refund of remaining fees, if applicable, based on procedures listed below will be mailed to the applicant.

- a. When written cancellation notice is received at least 30 days before the use date, a full refund of the room rental fees and additional fees will be processed minus a \$20 cancellation fee.
- b. When written cancellation notice is received less than 30 days prior to the use date, there will be no refund of room rental fees.

No refunds are given for:

- No shows
- Changes in equipment orders two weeks prior to use
- Use ends earlier than time defined in Use Permit
- Less than required notice
- Cleaning/damage deposit if facility is not left clean or damage to property has occurred
- Unsatisfactory use of facility

D. Confirmation: A signed copy of a Facility Use Application and Agreement Contract by all responsible parties is confirmation of the approved facility use for the requested date. Any final preparation for the program or event is solely the responsibility of the applicant and should not begin until an approved and signed Facility Use Application and Agreement Contract is executed.

E. Changes to Use Agreement Contract: Changes, deletions, or additions to Use Agreement or room set-up charts require fourteen (14) days advance notice prior to the use date. Otherwise such requests may not be accommodated.

GENERAL RULES AND CONDITIONS OF USE

The City Manager, or designee, has the authority to implement rules and conditions of use that provide for consistent use of facilities, but are not limited to the rules and conditions.

Groups using the Community Center will observe, obey, and comply with all applicable City, County, State and Federal laws, rules and regulations.

A. Rental of Rooms at the Shores Community Center

City of Daytona Beach Shores sponsored events have a priority status over all events at the facility. Activities presented for residents are often scheduled in daytime hours Monday – Friday. For that reason, rooms available for rent will be limited during the Monday-Friday daytime hours.

The Center rental options include:

First Floor:

- Activity Room (Weekends Only unless approved by the City Manager or designee)

Second Floor:

- Community Room (can be divided in half)
- The Veterans Garden area is not available as a sole rental. It may be used with approved rentals.

Rentals are available on an hourly basis. Minimum rental period is 4 hours unless approved by the City Manager or designee. Square foot and Capacity of each room are listed below:

Room	Sq. Ft.	Capacity
Community Room Full	3000	176-200
Community Room Half Room	1500	88-100
Shores Activity Room on First Floor	1086	48-72

B. Hours Available:

Monday – Thursday	3:00 p.m. - 9:00 p.m.
Friday	1:00 p.m. – 11:00 p.m.
Saturday	8:00 a.m. to 11:00 p.m.
Sunday	12 noon to 8:00 p.m.
Holidays	12 noon to 11:00 p.m. (New Year’s 1:00 a.m.)

The facility may be opened for approved special events on holidays or before and after normal operating hours. These approved hours of operation are subject to staff availability and payment of all associated fees for use.

NOTE: Hours of operation are subject to change by authorization of the City Manager, or designee. If the renter exceeds the scheduled time the hourly rate will be doubled.

C. Closure Dates

Rental facilities are subject to closure by authorization of the City Manager, or designee. The Shores Community Center will be closed on Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Day.

D. Cleaning/Damage Deposit Procedure

A refundable cleaning/damage deposit of \$300 shall be required to reserve facilities for events, in order to ensure proper clean-up and to cover repair/maintenance/replacement costs from breakage, loss, or

damage. The deposit will be returned if proper general clean-up is completed and the facility is left in satisfactory condition.

When left in unsatisfactory condition, the applicant shall be liable for the full cost of materials, labor, replacement, repairs, or damages (over and above the deposited funds) regardless of the amount. Any deposit amount remaining after satisfactory cleaning and any damage repairs are complete, shall be refunded within six (6) weeks. Staff will determine the appropriate level of payment required based on the nature of the cleaning, or damage. Staff will conduct a pre-event and post-event site inspection, and staff's decision will be final.

E. Smoking

No smoking or vaping is permitted inside the facility. Smoking or vaping is permitted in a designated area outside the building, adjacent to the parking lot. The safety and health of non-smokers shall be considered in all cases and use of the designated smoking area shall be stressed by all concerned. Safe disposal of all smoking materials in the designated area is mandatory.

F. Food Service

Users may provide their own food and non-alcoholic beverages or utilize a professional caterer. If an event involves 50 or more people, a licensed caterer is required. Rentals with fewer than 50 attendees are exempt from using a licensed caterer. Renter must notify the caterer of the following regulations:

- No food preparation may take place on-site. The kitchen is to be used as a warming kitchen and is intended for catering and reheating only and may not be used for the preparation of food. Kitchen includes: a refrigerator with freezer, serving window, microwave, coffee pot, dishwasher and countertop space.
- All food product and waste must be removed off-site following the termination of the Rental Agreement.
- Specific room set-up instructions and staging requirements must be provided to the City two (2) weeks prior to the Event.
- A decoration and installation plan must be approved by the City two (2) weeks prior to the Event.
- All beverages served or consumed on the exterior premises must be from non-glass containers.
- All server ware, dishes, utensils and table linens are to be provided by the caterer or renter and must be removed.
- All caterers must provide a copy of a valid caterer license and proof of insurance at least two weeks prior to the Rental Term.

It is the responsibility of the renter to make all arrangements with the food provider of their choice. The relationship will be between the renter and the food provider, not the City of Daytona Beach Shores.

No items can be stored in the kitchen prior to or after the event. The City of Daytona Beach Shores is not responsible for any items left in the building at the conclusion of the rental.

G. Clean-Up

The City's cleaning staff will make sure the facility is cleaned following your event. No renter will be allowed to tear down tables or chairs following their event. This is to be done by the City staff and is included in the rental fee. This fee cannot be waived. While the City's cleaning staff does the cleaning, the renter is still responsible for the following:

Cleaning of Rented Rooms

- Remove all decorations and personal items from the facility.
- Place all garbage into the garbage cans.
- All liquids should be poured down the drain and not placed in garbage cans.
- Removal of all personal property, displays and other similar items without damage to the facility
- All balloons must be deflated, and decorations are to be removed

Cleaning of Kitchen

- Empty all garbage containers into the outside dumpster.
- Wipe off all countertops. (Dish cloths are available in the kitchen)
- Completely drain the water from the dishwasher after use and turn the unit off.
- Do not put plastic straws, non-food items, or bones in the sink.
- Empty coffee maker & clean by running a full cycle on each side through without coffee grounds and completely drain.
- Put all items back in their respective areas.
- Do not remove towels from kitchen areas - hang over sink to dry.
- Do not use dish towels for spills and cleaning purposes.
- Do not remove any item that belongs to the City.
- Bring your own containers to take leftovers and cake tops home.

Failure to following these cleaning guidelines may result in a withholding from your damage deposit.

NOTE: All dishes, glassware, silverware, and linens are to be provided by the caterer or applicant.

H. Non-Catered Events for 50 People or Less

The rental party may bring in and serve simple or prepared food items. The following are examples of simple or prepared food items: continental breakfast, boxed lunches, sandwiches, pizza, party trays, etc. Only sterno type heating elements are permitted (i.e., chafing dishes). The renter is responsible for all set-up, serving, and clean-up, all of which must occur during the rental period. Staff must be informed no less than ten 10 days prior to the rental period if you plan to serve any non-catered food.

I. Alcohol Use and Consumption at Center

- An individual shall not transport or consume upon the Community Center property, including the parking lot, any intoxicating liquors with alcohol content, except inside the Community Center building and the Veteran's Garden area. Alcoholic beverages will only be allowed at the Community Center with prior use approved on the Facility Use Agreement Contract. There will be no alcohol use on the Center grounds. (**NOTE:** Only beverages in a plastic cup will be allowed on the porch area and balcony.)
- The sale of alcoholic beverages is NOT allowed.
- For Groups of 50 or more, alcoholic beverages may only be served by a TIPS (Training for Intervention Procedures) trained individual. Proof of TIPS training is required.
 - For Groups of 50 or less, only beer and wine may be self-served.
- Alcohol will not be stored on site except at time of the event. The consumption of alcoholic beverages (any drink containing any % of alcohol) shall be permitted under the following circumstances:
 - The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the State of Florida, County of Volusia and the City of Daytona Beach Shores. Any groups using the Community Center will be solely responsible for obtaining all required permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
- Evidence of any required permits, licenses and insurance must be provided to the Recreation Director at least two weeks prior to the scheduled event date. When alcoholic beverages are being served, the City will require alcohol insurance and fees.
- Injuries caused by any person as the result of the consumption of alcoholic beverage on City premises, or as the result of alcohol being available on City premises, shall be the sole responsibility of the event sponsor and its representatives.
- No alcoholic beverages shall be served to any minor person under 21 years of age.
- Failure of the event sponsor to comply, monitor and enforce this law is grounds for terminating the activity and forfeiting the refundable cleaning/damage deposit and all of the room fees which have been paid.
- Alcoholic beverages will be removed from the premises immediately following the event or function.
- Any function where alcoholic beverages are consumed will require an alcohol cleaning/damage deposit.

- Any function where alcoholic beverages are consumed may require contracted professional security services at the group's expense to ensure alcohol consumption is confined to the designated areas and consumed only by individuals 21 years or older. This shall be determined by the City Manager and/or the Department of Public Safety on a case-by-case basis.

J. Damage from Alcohol Beverages: If damage occurs to facility carpets, tiles and furniture as a result of serving alcohol, the cost of repair will be charged against the alcohol damage deposit.

K. Available Equipment

The following is a list of equipment included with your rental at the Daytona Beach Shores Community Center. Please submit your Floor Plan to Staff no less than ten 14 days prior to your event date. Check availability of the following equipment with Center Staff. Please contact an outside vendor for any other equipment your event requires. This is the proposed list of equipment. Some items may be subject to change. Likewise, some items may be added/deleted.

- Stacking Banquet Chairs for Indoor Use (211)
- 6 ft Rectangular Tables (10)
- 8 ft. Rectangular Tables (20)
- 60-inch Round Tables (27)
- 36-inch Square Tables (6)
- High-top Bistro Tables (12)
- Portable Bars (2)
- Podiums (2)
- Dance Floor

A/V Equipment: The Center has its own WIFI. No audiovisual equipment is available for rent. Applicant is responsible for supplying all A/V equipment. Access will be provided to the sound system via input connections located in various areas of the building.

Renter is responsible for all cords and accessories. The Center does not provide laptops, laptop cords, VGA cords, extension cords, etc.

L. Animals

Animals are not permitted in the Community Center unless they are service animals used in aiding an individual; or when approved by the City Manager for a supervised event/presentation/demonstration under the care of a professional animal handler/trainer.

M. Advertising of Event Facility Use

Event/meeting/program advertising materials used at the Community Center (flyers, posters, banners, etc.) shall be submitted to the Recreation Director for approval; posting and display will be as space permits and deemed appropriate by the Recreation Director. Any items posted or distributed which have not been approved, will be removed and discarded.

GENERAL SOLICITATION, SELLING, ADVERTISING AT COMMUNITY CENTER

No individual, or group, shall set up or maintain any exhibit, show, pantomime, act, concert, lecture, oration or similar activity on Community Center property without a permit and approval by the City Manager, or designee.

No individuals, or group, shall solicit donations or vend, offer for sale, or dispose of any goods or merchandise or similar activities on Community Center property unless authorized to do so by the City Manager, or designee.

No individual, or group, shall distribute, circulate, give away or deposit any flyers, circulars, pamphlets, buttons, and advertisements or similar materials on Community Center property unless authorized by the City Manager, or designee.

No individual or group shall install, place, or hold any banner or signage or similar device on Community Center property without approval and designated location by the City Manager or designee.

Notwithstanding the above, any political speech activities, or political advertising shall be subject to City Ordinance rules and regulations.

A. Multiple Use

The City reserves the right to limit the use of City facilities and number of uses by any one group so that the entire community may make use of the limited space available.

Multiple and/or repeat reservations of any given group will be contingent upon their appropriate care of the facility and observance of approved rules and regulations.

Other than as provided, the use of the facility by any organized group or association for operations or activities shall be subject to availability and specific terms and conditions as designated by the City. Due to limited space availability and various community needs, organized groups or association's operations or activities on a long-term basis (more than 3 months) shall be prohibited unless authorized by the City Manager or designee.

Should a resident group require facility space during the same time as a nonresident group, the non-resident group's facility use permit may be cancelled with a 30-day notice by the City Manager, or designee.

B. Minors/Supervision of Children

Groups composed of minors shall be supervised by one adult (25 years of age or older) per each group of 15 juveniles at all times while using the Community Center. The adult who will be responsible for the activity must make the application for use of the facility and be present during the activities. Minors are defined as those under the age of 18, except in the case where alcohol is served, when minors are defined as those under the age of 21. Parent, or designated adult, must supervise children under the age of 12, at all times while visiting the Community Center unless they are under the direct supervision of a class instructor or program leader.

C. Security Service Requirements

- Professional security services may be required at activities or events where alcoholic beverages are served and for other events where deemed necessary by the City Manager or Director of Public Safety. The cost of such service shall be borne by the event applicant and proof of payment must be produced when rental fees are due prior to the event. The number of security personnel to be on-site during rentals is to be determined by the City Manager or Director of Public Safety, or designee.
- Any extra law enforcement personnel needed as a result of this event will be charged to the applicant and full recovery cost will be initiated. The need for additional staffing shall be at the sole discretion of the City Manager and the Department of Public Safety based on calls for service.
- Zero Tolerance Rule: Any use of drugs, weapons, or any fighting, or use of profane language or gambling (except approved Bingo) are prohibited and will not be tolerated. If such occurs, it will result in immediate shut down of activity rental of an applicant/user group.

D. Damage Responsibility

The City is not responsible for damage or theft to any equipment and supplies for facility user groups.

E. Storage

Due to limited space, there shall be no overnight storage of equipment and supplies for facility user groups.

F. Decorations and Signage

All decorations and signage are the responsibility of facility user groups. Staff reserves the right to request the removal of any decorations that may be considered a fire hazard, or which may damage equipment or the facility. The Recreation Director has final approval of all interior and exterior decorations and signage of facility users. The design and location shall be presented to the Recreation Director as part of the proposed facility rental application.

- Exterior Political Signs: Per City ordinance, political signs are not allowed to be displayed on City owned property or in the right-of-way. Political signs may be displayed during a permitted event inside the Community Center.
- Decorating Guidelines
 1. All decorating is to be done by patron or hired service.
 2. Decorations may consist of balloon bouquets, floral arrangements, freestanding arches or table top displays.
 3. Decorations or signs are not to be tacked, screwed, stapled or nailed to any non-tackable walls, windows, ceilings or fixtures. Only blue painter's tape is allowed for posting or adhering items to non-tackable walls.
 4. Birdseed, confetti, glitter, straw, hay, rice, sand and silly string are prohibited inside or outside the building.
 5. Clean up of decorations, including retrieving loose balloons from banquet room and meeting room ceilings must be done by permittee following the event during allotted rental time stated

on permit. Any time that exceed the regularly schedule contract time will be charged to the permittee, including staff overtime charges and hourly room rental fee.

6. At no time shall fire exits be covered or obstructed.
7. Balloons must be secured and weighted when utilized in the banquet room.
8. Open flame is only allowed in a safe container, Placement and type to be approved by the Event Coordinator. No eternity candles or incense is allowed.
9. Fog and smoke machines are not allowed.

G. Youth Oriented Activities (Age 18 or under)

All user groups with a youth-oriented event (an event held in honor of a youth) must meet the following requirements:

- If alcohol is present, it must be served by a TIPS (Training for Intervention Procedures) trained individual.
- Event must have one (1) adult chaperone at least 25 years of age per 15 youth guests.
- These requirements will be imposed at the discretion of the Director of Public Safety or designee based on the nature of the activity/event.

H. Noise Control

- All user groups are responsible for controlling noise that is disturbing to other activities in the building or the surrounding neighborhood. The City's noise Ordinance (Sec. 16.51) must be followed at all times.
- No DJ, bands, recorded music, amplifiers, or speakers are allowed outside the Community Center.
- Acoustic music is allowed in the Veterans Park area until 8:00 p.m.
- Center staff has the right to require groups to reduce their sound/noise level of music or P.A. systems. Doors are to remain closed when loud music is being played. Groups that do not comply with this request will have activity shut down and may forfeit any future use of facility.

I. City Right to Enter

Designated Community Center staff and City officials shall have the right to enter all portions of the Center at all times and occupancies.

FAQ's

What rooms are available for rent at the Shores Community Center?

Answer:

- Community Room (Can be divided in half). Maximum seating: 176 banquet seating and 200 theater style seating
- Activity Room. Maximum seating: 56 banquet seating and 72 theater style
- The Veterans Park area is not available as a sole rental.

What is the process for reserving a rental space at the Shores Community Center?

Answer: All rentals are first come, first served. Complete the Application for Use and submit to the Center. Determination will be made re availability and an appointment will be arranged to complete the process.

Can I have a DJ or band in The Grand Ballroom at the Shores Center for my reception or event?

Answer: Yes. However, the City of Daytona Beach Shores has a standing noise ordinance. This noise ordinance is complaint driven and the rental party may be asked to turn down, or turn off, any music not meeting the City's requirements. Please inform your chosen DJ/Band of the City's strict noise ordinance which can be provided. No DJ, bands, recorded music, amplifiers or speakers are allowed outside the Community Center. Acoustic music is allowed in the Veteran's Park area until 8:00 p.m.

How may I decorate the Shores Community Center?

Answer: Decorations are permitted as stated in the Facilities Use Operations Manual and must be approved by the Community Center management. Decorations are permitted only in the space you have rented. It is the responsibility of the renter to remove ALL decorations immediately after the event.

The Community Center does not have storage facilities for the decorations prior to, or following, your event. Tape, tacks, nails, staples, etc. are not permitted to attach your decorations. Glitter and other confetti-like decorations are also prohibited.

Can I have candles at The Shores Community Center?

Answer: Open flame is only allowed in a safe container. Placement and type to be approved by the Community Center. No eternity candles or incense is allowed.

Can I choose my own vendors at The Shores Community Center?

Answer: Caterers: You may choose your own caterer. You may choose your own DJ, florist, and other vendors. You must make prior arrangements with staff for deliveries.

Can I serve my own food at my event?

Answer: Yes, for groups of less than 50. If a group of 50 or more, the use of a caterer is mandatory. For non-catered events, the rental party may bring in and serve simple or prepared food items. Examples would be continental breakfast, boxed lunches, party trays, etc. No heating elements (hot plates) are permitted, with the exception of sterno for chafing dishes. Renter is responsible for all set-up, serving and clean-up, all of which must occur during the rental period. Additional \$100 will be charged for kitchen use.

Can I have alcohol at the Shores Community Center?

Answer: Alcohol is permitted inside the Shores Community Center and in the Veterans Park only. Alcoholic beverages may only be served by a TIPS (Training for Intervention Procedures) trained individual. The sale of alcoholic beverages is NOT permitted.

How late can I stay at the Shores Community Center?

Answer: Wedding planners and caterers may have additional pre-arranged time to setup or cleanup prior to or following your event. However, your event must end and all guests and renters (along with their personal belongings and decor) must vacate the premises by the end of your rental period.

What if we're having a great time and stay later than our rental period?

Answer: The standard hourly rental rate for each area rented will be doubled and charged for any time you are in the building past your rental period (no discounts will apply).