

**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 course, the airport and 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 affiliated with the community of Shelter Cove upon approval by the Resort Improvement District Board of Directors or their authorized representative. This Policy is intended to provide fair and equal access to the District's facilities by all groups for the conduct of community 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 District operations. Users shall make application following procedures and using forms to be developed by the General Manager and approved by the Board of Directors.

**3080.3 Fees For Use:** A fee schedule, developed by the General Manager and approved by the Board of Directors, will include classes of users ranging from those who have no fees to those who will pay fees for regular and exclusive use of the facilities.

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

**See Appendix 1**

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

**Appendix 1 to Policy 3080**

**RESORT IMPROVEMENT DISTRICT  
PUBLIC FACILITIES RENTAL FEE SCHEDULE**

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

**Prior Board approval must be obtained for use of alcohol or any commercial use.**

1. Use of the facilities by groups 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.
3. Use of the facilities by Shelter Cove residents for memorials. Event must be open to all the Shelter Cove residents, must not charge attendance fees, are not solicitations, do not ask for donations, are not fundraisers and no money changes hands. \$100.00 cleaning deposit may be required.
4. Use of the facilities for regularly scheduled meetings, excluding the kitchen area, by Community organizations which meet to provide free community services (excludes parties etc.) for members of the Shelter Cove community. Meetings must be open to Shelter Cove residents, must not charge attendance fees, are not solicitations, do not ask for donations, are not fundraisers and no money changes hands. \$100.00 cleaning deposit may be required.
5. Use of the facilities for events where fees have been waived by the Board. (i.e. Events on the annual fee exempted or reduced fee schedule)

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

**Events up to 4 hours long. (Prior Board approval and insurance must be obtained for use of alcohol or any commercial use.)**

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

Private Events:

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

Hall & Kitchen       **\$75.00 flat fee**, four-hour maximum, \$100 cleaning deposit.

Commercial Classes:

Abalone Hall           15% of gross 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 or groups.

Private Events:

Abalone Hall only     **\$30.00 per hour**, two-hour minimum, \$100 cleaning deposit.

Hall & Kitchen       **\$50.00 per hour**, two-hour minimum, \$100 cleaning deposit.

Commercial Classes:

Abalone Hall           15% of gross income.

**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 Board approval must be obtained for use of alcohol or any commercial use. Insurance requirement for all events.**

1. Public use of the facilities by formally organized nonprofit groups that meet on a regular basis to conduct business, charge and 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 <b>non-residents:</b>	
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.	

**IV. GENERAL CONDITIONS**

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.

The donation of services or equipment to the facilities by groups, organizations, or individuals will be encouraged, but no fees, credits, or allowances will be assigned.

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

**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 two weeks prior to the intended use. All Rental Agreements are subject to approval by the General Manager and the Board of Directors. The cleaning deposit will be required with the completed 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 24 hours prior to the event. Failure to comply may, at the discretion of the General Manager, result in the imposition of a fee for any expense incurred in scheduling the facility.

- 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 groups must have adult sponsorship and supervision.
- Dogs must be kept under control at all times and no animals will be allowed in the kitchen.

- 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 determined by the General Manger shall be required.
- Loss of the key shall be reported to the District Office immediately and any subsequent use of any lost or stolen key that has not been reported as lost or missing will be the responsibility of the group to which it has been assigned.

## **VI. INSURANCE**

Anyone using the facilities shall agree to protect, indemnify, hold harmless and defend the Resort Improvement District No. 1 against and from any loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the District premises, causing injury to any person 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 renter in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance during the specified period of use.

If alcohol is present, if the renter is charging fees 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. Renters shall name the Resort Improvement District No. 1 as additionally insured and shall provide the District with a certificate of such insurance containing a 30-day notice of cancellation prior to the date of use. Renters may obtain "Special Events Insurance" through the District.

Any and all damage to the building, facilities, or equipment is the responsibility of the user and 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 renter(s) for actual costs to repair or replacement.