



COMMUNITY CENTER & HANA GARDENS RENTAL CONDITIONS AND AGREEMENT

The following rental conditions and policies apply to all reservations made at the Community Center or Hana Gardens by a rental applicant (RENTER) and the City of El Cerrito Recreation Department (CITY):

GENERAL RENTAL CONDITIONS:

- RENTERS must be 18 years of age or older.
- Telephone/email inquiries or submitted applications will not be considered confirmed rentals.
- Rentals are accepted on a first come, first served basis, and
 - Must be made at least 1 month prior to the use date. Any inquiry within 1 month is subject to staff availability and may require a few days to confirm.
 - May be made a maximum of 1 year in advance of the rental date.
 - The CITY staff reserves the right to book additional events and programs before and after rentals.
- RENTERS should factor in all set up and cleaning time into hours reserved.
- RENTERS or designated person(s) in charge must be present for the entire duration of the rental including set-up, clean-up, and delivery times.
- RENTERS, guests, vendors, and anyone associated with the rental may only access the facility during the times reserved and paid for. If the event exceeds the times indicated on and paid for in the Rental Application, THE HOURLY RATE WILL BE DOUBLED.
- Available parking is not guaranteed and may be limited.
- Storage will not be provided either before or after an event. All equipment brought in by RENTERS must be removed from the facility during the rental time.
- The CITY is not responsible for damage or theft of items left by the rental party, or services contracted by the rental party.
- Adhesives, nails, screws, pins, or staples on facility walls are prohibited. Painter tape may be used to hang decorative materials. If painter tape is used, it must be removed at end of event.
- No equipment, décor, artwork, or other fixtures may be moved or removed from the facility.
- Smoke and mist/fog machines are prohibited in all CITY facilities.
- No confetti, glitter, sequins, rice or birdseed are allowed in any CITY facility.
- RENTER is responsible for any and all accidents or injuries to persons or property resulting from use of facility and must control and supervise guests in attendance to see that no damage is done and everyone conducts themselves in an orderly manner.
- The CITY will not be responsible for the interruption to an event that cannot be reasonably anticipated (including but not limited to acts of God, undesirable weather, park closures, strikes, failure of carrier or utilities, or any other cause or damage that is reasonably beyond its control).
- The CITY reserves the right to close a park or facility due to unsafe conditions or inclement weather. CITY will make every effort to inform RENTER of any closures.
- RENTER may not confer any of its rights, duties, or privileges under this agreement on any third party.
- The CITY reserves the right to cancel a scheduled event without refund if RENTER does not meet contractual terms or falsely represents, even in application.



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- RENTER is responsible for securing all required permits and shall present evidence of such permits to CITY staff at least 1 month prior to the rental date.
- CITY reserves the right to photograph rentals and guests for potential use in advertising brochures and the CITY's web page. All photos will remain the property of the City of El Cerrito.
- CITY encourages recycling of bottles and cans. Special receptacles are provided, and CITY encourages everybody to participate.
- RENTERS using vendor vehicles (for example: Food Trucks, Game Trucks, etc.) must have vehicles park legally on the street not blocking emergency exits.
- Per El Cerrito Municipal Code Chapter 8.06, the Smoking Pollution Protection Ordinance, smoking including all forms of tobacco, marijuana, and any other weed or plant, including vaporizing via electronic smoking devices, is prohibited in public places and City owned property.
- No food in EPS Foam Containers allowed in El Cerrito:
 - Beginning January 1, 2014 food ware made from expanded polystyrene foam (EPS) may not be served by food providers in El Cerrito.
 - Restaurants and other food providers must use reusable, recyclable, or compostable food ware. This includes eat-in and to-go restaurants, as well as all CITY facilities and rentals. For more information regarding this policy go to: www.el-cerrito.org/bagsandfoam

COMMUNITY CENTER & HANA GARDENS RENTAL CONDITIONS

- Community Center rental times are as follows:
 - Fridays, Saturdays and Sundays beginning at 8am. Event end time must be no later than 10pm with departure time no later than 12am.
 - There is a minimum 5-hour rental time.
- Hana Garden rental times are as follows:
 - Fridays, Saturdays and Sundays beginning at 8am. Event end time must be no later than 10pm with departure time no later than 12am.
 - There is a minimum 3-hour rental time.
- Maximum capacity:
 - Dining in Main Hall is 250 people.
 - Hana Gardens is 60 people.
- Rental includes:
 - At the Community Center, use of the Main Hall, Kitchen, Skylight Room and Patio. Other rooms may be rented at an additional fee, except for Non-Profit and City Co-Sponsor groups in which they are included.
 - At Hana Gardens, use of sink, countertop space, refrigerator (no kitchen), small reception desk, and two 65" wall mounted TVs.
- Set up diagrams must be submitted at least 2 weeks prior to the event. If RENTER does not provide a detailed diagram, table and chair configuration will be at the discretion of CITY.
- RENTER does not have access to or use of the sound equipment, office area or supplies, ladders or furniture.
- Amplified sound must be limited to reach only the immediate audience/guests. Patio music may only be played until sundown. After sundown, music may only be played inside with patio doors closed. Neighbors



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surrounding the facility should not be able to hear the music or the police may be called. Music must be turned off by 10pm.

- Sparklers, open flames, and pyrotechnics are not allowed in CITY facilities. Chaffing dish warmers are permitted. If candles are being used for ceremonies, RENTER must contact the Fire Department (510-215-4450) for an Assembly Permit. The permit must be submitted to CITY at least 1 month prior to the rental date.
- No structures, bounce houses, tumbling or trampoline-like devices are permitted on CITY property.
- Inside plastic chairs provided by CITY must stay inside the Community Center. If outside chairs are needed, please indicate on diagram.

CITY SERVICES PROVIDED

- A CITY attendant will be on duty during the entire event. The attendant will open the facility, provide information and directions, and close the facility at the end of the rental. The attendants will not be available to clean, serve, decorate, or be involved with the event.
- Tables and chairs provided by the CITY will be set up and taken down by CITY staff. CITY will provide one initial set-up. Any changes will be the renter's responsibility and is subject to approval by the CITY attendant.
- The CITY is responsible for the facility, CITY equipment and staff only. CITY does not provide a "coordinator" or "facility attendant" to help plan, decorate or organize the event.

NON-PROFIT REQUIREMENTS

- If applicant is seeking a discount as a non-profit, they must present government issued documentation of non-profit tax-exempt status (i.e. IRS letter).

DEPOSITS AND FEES

- The entire deposit and 50% of the rental fees are required to reserve the facility and may be in the form of a check, cash or credit card.
- A refundable deposit is required of all rentals. This deposit will be put into a Trust Fund account and must be paid by credit card. The deposit cannot be applied toward rental fees.
- The remaining 50% of the rental fees are due at least 1 month prior to the rental date.
- Late rental fee payments will be charged a 15% late fee.
- RENTER may pay remaining fees in any portion at any time by contacting the Community Center.
- Credit cards will be encrypted in to a secure, third party system under RENTER'S household name.
- The deposit is refundable unless:
 - More cleaning procedures are needed which are beyond the scope of normal maintenance,
 - There are repairs or replacement due to structural, property or equipment damage, or
 - The event exceeds the terms of the contract, including time frame.
- A facility inspection will be conducted prior to the start of the rental and immediately following the event by the CITY and RENTER to determine the condition of the facility, including the rooms, restrooms and kitchen. If all cleaning requirements were met, no damage occurred, and the rental did not exceed the terms of the contract, the CITY staff will refund the security deposit.
- Please allow up to 2 weeks for processing of refunds.



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CANCELLATIONS & CHANGES TO RENTAL

- Cancellation of confirmed rentals will be subject to the following conditions and fees:
 - Cancellation in excess of 4 months prior to the event date, 50% of deposit retained.
 - Cancellation 4 months – 2 months prior to the event date, 100% of deposit retained.
 - Cancellation 2 months – 1 month prior to the event date, 100% of deposit and 50% of rental fees retained.
 - Less than 1 month prior to the event date, 100% of deposit retained, plus 100% of rental fees.
- If RENTER wishes to cancel the event, the cancellation must be submitted in writing including the signature of the RENTER, the event date, facility reserved, and the date of the cancellation request.
- If RENTER wishes to change the date, a written request must be submitted at least 1 month to the event date, and a \$47 transfer fee will be charged.
- Fees will not be refunded for rental times not used. Refunds will not be issued for rentals not used due to undesirable weather.
- Changes to the rental, including but not limited to changing time, room set-up, and number of guests, must be submitted at least 1 month prior to scheduled event. Changes after 1 month may not be accommodated.

ALCOHOLIC BEVERAGE POLICY

- A “champagne toast” is a serving of alcohol and all rules apply.
- A CITY Alcohol Permit must be purchased if alcohol is served.
- If alcohol is sold or included and served as part on an admission price, an ABC license is required. ABC Application Forms can be found online at <https://www.abc.ca.gov/forms/PDFList.html>.
- The CITY attendant is required to check the license prior to allowing alcohol to be served.
- Alcohol may not be consumed outside of the building except in the Patio.
- Serving of alcohol must cease 1 hour prior to the event’s designated end time.
- RENTER understands that if alcohol is served to minors, the El Cerrito Police Department will be contacted, and RENTER may be held responsible for the illegal distribution of alcohol.

SECURITY

- For parties serving alcohol, a security guard must be hired for the event date.
- The security personnel / company must be certified and bonded appropriately.
- Ratio of attendees to security guard:
 - 1 – 99 in attendance: 1 security officer
 - 100 – 199 in attendance: 2 security officers
 - 200 – 290 in attendance: 3 security officers
- Security contracts must be submitted at least 1 month prior to the rental date.
- Failure to obtain certified and bonded security guard(s) prior to the date of the event will forfeit the deposit and the event will be cancelled.
- RENTER is responsible for all security costs required for events.



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REQUIRED CLEAN UP

- RENTER must be present at the beginning of rental and end of rental for walkthroughs with the CITY attendant to record the condition of the facility. The Rental Report must be completed by the designated end time (not to exceed 12am).
- No items, including but not limited to furniture, dishes, food, beverages or decorations, may be left in the facility overnight.
- Tables and chairs will be set up prior to arrival time if a diagram is submitted.
- Tables and chairs must be wiped down but can be left up after the event to be put away by CITY Staff.
- All decorative material including outdoor signage must be removed or disposed of.
- All decorations, debris, food, beverages, etc. must be removed from all areas including but not limited to floors, tables, chairs, kitchen and bar areas. All trash must be brought to the outside dumpster (in parking lot across from front door).
- Renters serving crab, shellfish, seafood, and/or any other type of food that leave a lingering smell must notify the CITY in advance so that additional disposal arrangements can be made. If no arrangements are made, a portion of the deposit may be used for cleaning.
- All tasks listed on the attached **RENTAL REPORT** must be completed prior to departure.
- A Rental Report will be completed at the event conclusion requiring RENTER's signature. This report is not final until approved by the Rental Supervisor, RENTER is liable for damages found after the date of the event.
- Failure to comply with cleaning procedures may lead to loss of deposit, which in some cases may exceed the deposit amount.
- RENTER has the ultimate responsibility of the facility, even if delegating cleaning to other guests or contractors (caterers, etc.).
- An optional Clean-Up Service is available for purchase. RENTERS are still responsible for:
 - Removal of all decorations, signage and any other personal items
 - Removal of food and beverages, including in kitchen, and disposing food and beverages in receptacles

My signature certifies (1) that I have read the rules and regulations as set forth by the City of El Cerrito Recreation Department governing the use of the facility, that I will take full responsibility for ensuring that the use of this facility and areas by the organization/party I represent is in full adherence and compliance with these rules and regulations; and (2) that, to the extent permitted by law, I will hold harmless, indemnify, and defend the City of El Cerrito from and against all claims, demands, causes of action, lawsuits, proceedings, liabilities, losses, damages, expense costs (including attorneys' fees and expert witness fees), judgments, penalties, and liens of every nature (collectively, "Liability") resulting from injury to or death of any person or damage to property of any kind, which arises out of or is in any way connected to the use of this facility by me, the organization/party that I represent, or any other person during the period in which I and the organization/party that I represent are entitled to use or actually using the facility, except to the extent that any Liability is caused by the negligence or intentional acts of the City of El Cerrito. I will accept full responsibility for them throughout the period specified in the Facility Rental Application. I further understand that as the applicant I assume full responsibility for any penalty fees assessed by the City of El Cerrito for any violations of these rules and regulations governing the use of the above requested facility. I am also aware that by signing this contract, I



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take full responsibility for the behavior exhibited by my guests during my rental. I also understand and agree that any violation or falsifying of the above information may result in my event being shut down.

APPLICANTS SIGNATURE: _____

DATE: _____



Rental Report (will be provided to renter)

Date: _____ Rental Leader: _____

Space Reserved: Main Hall (including Kitchen, Patio & Skylight Room)

Garden Room

Carpentry Room

Times Reserved: _____ AM | PM to _____ AM | PM

Renters Name: _____

Type of Rental/Event: _____

Renter paid for optional clean-up service: Yes No

Alcohol Served: Yes No

Alcohol Sold: Yes No

COMPLETE THIS PORTION UPON ARRIVAL AND DURING PRE-EVENT WALK THRU

Please check if walk-through was done by an Appointed Representative (person other than Renter)

Appointed Representative's name and affiliation to Renter: _____

Was set-up complete on time? Yes No

If NO, what was the issue and what time was it completed? _____

Were you satisfied with the set-up? Yes No

If NO, why not? _____

Upon arrival, what was the condition of (please indicate if area was clean, good condition, dirty, N/A, etc.):

Kitchen: _____

Restrooms: _____

Main Hall/Skylight Room: _____

Patio: _____

Garden Room: _____

Carpentry Room: _____

Other Comments: _____

End of rental warning: 1 hour 45 minutes 30 minutes

Rental Leader will warn 15 minutes prior to event being over

Signature of Renter or Appointed Representative: _____ Time: _____ AM | PM



COMPLETE THIS PORTION AFTER CLEAN UP, BEFORE LEAVING

Renters are responsible for clean-up and are expected to leave it in the condition in which it was found or better.

Please check if walk-through was done by an Appointed Representative (person other than Renter)

Appointed Representative's name and affiliation to Renter: _____

Please check that the following tasks were completed:

All Areas

- All decorations and personal items removed**
- All tape removed from walls, windows
- Tables, chairs, counters, surface areas wiped down
- Floors swept
- Spills mopped
- All food and beverages placed in receptacles**
- Trash brought to outside dumpsters
- Left in overall clean condition

Kitchen

- Conventional Stove off
- Conventional Stove clean
- Conventional Stove pilot lights **ON**
- Convection Oven 1 off
- Convection Oven 1 cleaned
- Convection Oven 2 off
- Convection Oven 2 clean
- Sinks cleaned
- Fridge/Freezer emptied and cleaned
- *Lights off

Main Hall

- Blinds & windows closed
- *Doors secured
- *Lights off

Garden/Carpentry/Skylight

- Blinds & windows closed
- *Doors secured
- *Lights off

Patio Area

- Gate locked**
- Free of debris
- *Lights off

Front Hallway

- *Front two lights left on
- *Ensure front door is locked

Restrooms

- Paper products picked up/thrown away
- Sinks wiped down

*Rental Leader will assist with these tasks.

**Renter responsible for these items when paying for optional Clean-Up Service

Comments: _____

Signature of Renter or Appointed Representative: _____ Time: _____ AM | PM