



## **PICNIC AREAS**

### **RENTAL CONDITIONS AND AGREEMENT**

The following rental conditions and policies apply to all reservations made at any Picnic Area 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 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 may have a few days waiting period.
  - 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 Contract, 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.



**City of El Cerrito Recreation Department**

7007 Moeser Lane, El Cerrito, CA 94530

Phone: (510) 559-7000

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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:
  - Food ware made from expanded polystyrene foam (EPS) may not be served by food providers in El Cerrito.
  - Renters must use reusable, recyclable, or compostable food ware. For more information regarding this policy go to: [www.el-cerrito.org/bagsandfoam](http://www.el-cerrito.org/bagsandfoam)

**PICNIC AREA RENTAL CONDITIONS**

- Rentals times are as follows:
  - Monday through Sunday beginning at Sunup. All Parks close at Sundown, please make sure everyone has departed no later than Sundown.
  - Rental includes all day use.
- Maximum seating:
  - Cerrito Vista: 50
  - All other Picnic Areas: 20
- Rental of any Picnic Area includes the site with the picnic tables and associated BBQ only. Fields, Clubhouses and other sites are not included in the rental and must be reserved separately.
- Picnic tables are not to be moved.
- No alcohol is permitted at any CITY Park, including Picnic Areas.
- Nearby Picnic Areas, Clubhouses and Fields may be rented by other parties at the same time as RENTERS.
- All parks are open to the public. RENTER understands they do not get exclusive access to the Park, only to the Picnic Area.
- All trash must fit in proper receptacles. If RENTER and party may produce more trash than fits in onsite receptacles, please reach out to Recycling Center for more receptacles. Otherwise, you may have to bring the trash with you to throw out. If trash is left at the site not in a receptacle, the deposit may be withheld.
- Amplified sound must be limited to one small speaker. Neighbors and other users surrounding the Picnic Area should not be able to hear the music or the police may be called. Music must be turned off by Sundown.
- Sparklers, open flames, and pyrotechnics are not allowed in CITY facilities. Only coals for barbequing are permitted in CITY parks. Please note the attached **REQUIREMENTS FOR OPEN BURNING IN HIGH FIRE AREAS.**
- No structures, bounces houses, tumbling or trampoline-like devices are permitted in CITY parks, except:



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- Cerrito Vista Park Picnic Area allows one bounce house.
- RENTERS are required to obtain General Liability Insurance Certificate in the amount of one million dollars naming the City of El Cerrito as additionally insured.
- RENTERS must understand they are renting a public park, other users may try to use the bounce house.
- Rainy day policy: Please advise our office on the first business day after your reservation if your picnic was cancelled due to rain and you will receive a credit on your account. No refunds.

### CITY SERVICES PROVIDED

- The CITY is responsible for the park, CITY equipment and staff only. CITY does not provide a “coordinator” or “facility attendant” to help plan, decorate or organize the event.
- CITY will provide keys to Clubhouse and restroom, and alarm code to Clubhouse 2 days prior to the rental. RENTER is responsible for getting key up to 2 business days prior to the rental. When key is returned, RENTER will receive deposit back. Keys can be picked up and returned to the Community Center.

### 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

- All rental fees are required to reserve the Picnic Area 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.
- 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.
- 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.

### 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 person appearing on the rental contract, the event date, facility reserved, and the date of the cancellation request.



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- If RENTER wishes to change the date, a written request must be submitted at least 2 weeks prior to the event date, and a \$20 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.

**REQUIRED CLEAN UP**

- No items, including but not limited to furniture, dishes, food, beverages or decorations may be left in the park overnight.
- Picnic tables must be wiped down by RENTER after the event.
- All decorations, debris, food, beverages, etc. must be removed from all tables, chairs, and surrounding areas.
- All trash must be placed in a trash bin.
- All decorative material including signage must be removed or disposed of.
- The Picnic Area will be inspected by CITY staff to check for cleanliness following the rental. If there is any damage to the Picnic Area beyond normal wear, or the area has not been cleaned and trash placed in bins, your deposit will be forfeited.
- 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 Picnic Area, even if delegating cleaning to other guests or contractors (caterers, etc.).

**EL CERRITO FIRE DEPARTMENT REQUIREMENTS FOR OPEN BURNING IN HIGH FIRE AREAS**

- No person shall build, light or maintain any outdoor fire on park property except within designated personal cooking appliances.
- Personal cooking appliances are defined as a permanent or portable barbeque, portable hibachi, and gas or propane camp stove.
- Placement of portable cooking appliances should not scorch, burn or otherwise damage lawns or tabletops.
- Placement of portable cooking devices shall not be within 30 feet of grass, weeds, brush, or buildings.
- All burning fuels such as wood or charcoal must be thoroughly extinguished within permanent barbeques prior to abandonment of the designated site.
- All burning fuels such as wood or charcoal must be thoroughly extinguished with portable cooking appliances and dumped within designated coal dump boxes.
- It is unlawful to dispose of coals in garbage cans or refuse bins.
- It is unlawful to dispose of trash within personal cooking appliances.
- On designated extreme fire hazard days, all open burning (including within cooking appliances) may be suspended.
- On designated severe fire hazard days, the conditions may necessitate park closure.



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I have read and understand the above requirements for open burning in high fire areas. I also understand that on severe fire hazard days, usually designated by a **Red Flag Warning**, I may not be able to utilize the barbeque area of the Picnic Area I have reserved.

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 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:** \_\_\_\_\_