



## **CLUBHOUSE**

### **RENTAL CONDITIONS AND AGREEMENT**

The following rental conditions and policies apply to all reservations made at any Clubhouse 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 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 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

Email: [recreation@ci.el-cerrito.ca.us](mailto:recreation@ci.el-cerrito.ca.us)

- 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)

**CLUBHOUSE RENTAL CONDITIONS**

- Rental times are as follows:
  - Saturdays and Sundays beginning at 10am. Departure time is no later than 10pm.
  - Mondays through Fridays have limited times. Please inquire for availability.
  - There is a minimum 3-hour rental time.
- Maximum capacity at Clubhouses:
  - Arlington: maximum capacity of 50
  - Castro Side B: maximum capacity of 32
  - Canyon Trail: maximum capacity of 35
- Rental of any Clubhouse includes Clubhouse only. Fields, Picnic Areas, and other sites are not included in the rental and must be reserved separately.
- RENTER is responsible for setting up and taking down tables and chairs provided.
- RENTER does not have access to or use of the sound equipment, office area or supplies, or furniture.
- Amplified sound must be limited to inside the Clubhouse and reach only the immediate audience/guests. Neighbors surrounding the facility 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. Chaffing dish warmers are permitted. If candles are being used for ceremonies, RENTER must contact the Fire Department 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 in CITY parks or property.
- Nearby Fields, Picnic Areas, and other sites may be rented by other parties at the same time as RENTER'S times.
- All parks are open to the public. RENTER understands they do not get exclusive access to the Park, only to the Clubhouse.



## City of El Cerrito Recreation Department

7007 Moeser Lane, El Cerrito, CA 94530

Phone: (510) 559-7000

Email: recreation@ci.el-cerrito.ca.us

- Before RENTER leaves, all lights must be off, and the Clubhouse must be alarmed and locked.

### CITY SERVICES PROVIDED

- Tables and chairs can be provided by the CITY.
- 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.
- 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 Clubhouse and may be in the form of a check, cash or credit card.
- A refundable deposit is required for 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 into a secure, third party system under RENTER’S 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.
  - Keys to Clubhouse and restrooms not returned within 2 business days after event.
- 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.
- If RENTER wishes to change the date, a written request must be submitted at least 1 month prior to the event date, and a \$47 transfer fee will be charged.



## City of El Cerrito Recreation Department

7007 Moeser Lane, El Cerrito, CA 94530

Phone: (510) 559-7000

Email: recreation@ci.el-cerrito.ca.us

- 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 and changing number of guests, must be done 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>.
- Alcohol may not be consumed outside of the building, including the park. Consumption of alcohol on the patio area is allowed.
- 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 on or away from the premises.

### SECURITY

- For parties serving alcohol, a security guard must be hired for the event date.
- The security personnel / company must be licensed and bonded appropriately.
- Ratio of attendees to security guard:
  - 1-99 in attendance, 1 security guard
  - 100-199 in attendance, 2 security guards
  - 200-250 in attendance, 3 security guards
- Security contracts must be submitted at least 1 month prior to the event.
- Failure to obtain licensed 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.

### REQUIRED CLEAN UP

- No items, including but not limited to furniture, dishes, food, beverages or decorations may be left in the facility overnight.
- Tables & chairs must be wiped down and put away by RENTER after the event.
- Floors must be spot mopped at the conclusion of rental.
- All decorations, debris, food, beverages, etc. must be removed from all tables, chairs, kitchen and bar areas. All trash must be brought to and fit in the outside dumpster and/or outdoor bin.
- All decorative material including outdoor signage must be removed or disposed of.
- RENTERs serving crab, shellfish, and/or seafood must notify the CITY in advance so that additional disposal arrangements can be made.
- All tasks listed on the attached **Clubhouse Rental Cleaning Checklist** must be completed prior to departing the facility.



**City of El Cerrito Recreation Department**

7007 Moeser Lane, El Cerrito, CA 94530

Phone: (510) 559-7000

Email: recreation@ci.el-cerrito.ca.us

- The Clubhouse will be inspected by CITY staff for cleanliness following the rental. If there is any damage to the Clubhouse beyond normal wear, or the Clubhouse has not been cleaned, your deposit will be forfeited.
- Failure to comply with cleaning procedures may lead to lose 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.).

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



**City of El Cerrito Recreation Department**

7007 Moeser Lane, El Cerrito, CA 94530

Phone: (510) 559-7000

Email: [recreation@ci.el-cerrito.ca.us](mailto:recreation@ci.el-cerrito.ca.us)

**Clubhouse Rental Cleaning Checklist**

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

To help ensure proper clean-up, please make sure the following items are complete:

- All decorations removed
- All personal items removed
- Tables, chairs, counters, sinks, and surface areas wiped down
- Tables and chairs put away
- Floors swept
- Spills mopped
- All food and beverages placed in trash bags
- Trash put in outside dumpsters or bins
- Left in overall clean condition
- Lights off
- Alarm set
- Doors secured and locked