

FACILITY RENTAL AGREEMENT RULES & REGULATIONS

Recreation Division



CITY of SAN PABLO
City of New Directions



Revision June 2021

Section I – USER DEFINITIONS

Initial:

- A. City - Public meetings and/or events which are approved and co-sponsored by the City of San Pablo.
- B. *Non-Profit/Governmental – Meeting and/or events for which there is no entry fee for participation or attendance offered by nonprofit organizations which are a bona-fide 501(c) organization or governmental agency.
- C. Private - Private meetings and/or events for which there are no entry fees for participation or attendance.
- D. For Profit/Commercial - Private, business meetings, seminars, parties, auctions, fundraisers or other events where an entry fee is collected/charged or funds are raised.

*To qualify for nonprofit rates, applicant must be listed as an officer or agent for the Organization on the State of California nonprofit status. Applicant must provide a copy of their letter of nonprofit status from the CA Secretary of State's office with their nonprofit ID number indicated and must pay with an organization check or charge card. Organization name on letter of non-profit status, check/charge card, and permit must all be in the same name.

Section II – RESERVATION OF FACILITY

Initial:

- A. Reservations for use of the facilities may be made by contacting the San Pablo Community Center (2450 Road 20, San Pablo, CA 94806), 8:00am to 5:00pm, Monday through Friday and are taken via-email at Recreation@SanPabloCA.gov.
- B. Reservations will be booked no more than one (1) year in advance. Reservations dates requested in less than thirty (30) days will need approval of the department head or designee before the booking will be made.
- C. A facility rental application, application fee (non-refundable) and facility deposit must be paid in full to secure the reservation. Proof of residency is required for all applications. The reservation must be approved by the City a minimum of 30 days prior to the requested date of use. If scheduled less than 30 days in advance, all fees are due in cash at time of reservation.
- D. All reservations shall include time for preparation, event time, and clean-up in 1-hour increments. Refunds will not be given for unused time. A completed facility rental application, agreement, and a facility deposit must be paid to the City of San Pablo prior to approval of the facility use. The balance of all fees are due 30 days prior to the event. If payment is not received City may cancel facility reservation.
- E. In order to process a reservation, applicant must be at least 21 years of age or older and must

be present throughout the entire use of the rental. The deposit will be refunded to the original applicant with the address written on the application at time of reservation.

- F. Due to liability, the City of San Pablo does not allow jumpers or any inflatables on any City property. This includes parks and/or facilities.
- G. The application fee and deposit are non-refundable at any point of cancellation.
- H. Original applicant must request in writing thirty-one (31) days before the rental date any refund of fees other than the application fee and deposit. Requests shall be submitted by email (recreation@sanpabloca.gov), fax (510-215-3015) or letter to the Recreation Division (2450 Road 20, San Pablo CA 94806).
- I. The City reserves the right to cancel any rentals after further review of the application, including but not limited to a background check by the San Pablo Police Department. All rental applications requesting the use of alcohol will be subject to a background check by the San Pablo Police Department.
- J. Once the rental agreement is approved, the applicant has seven (7) days to make any modifications at no additional cost. Modifications made after seven (7) days will be assessed a \$35 fee per request.; Modifications made 7-14 days prior to the event will be assessed a \$50 fee per request. No modifications are allowed to the agreement within 7 days of the event.
- K. On some occasions, it may become necessary to reschedule or relocate certain activities, which were authorized within the facility due to scheduling conflicts. If this occurs, the applicant will be given advanced notice by the Recreation Division in order that the change does not greatly inconvenience the party or parties involved. In any event, the Recreation Division reserves the right to reschedule or cancel any event at its sole discretion without liability, subject to refund of all monies deposited by the applicant with the Recreation Division.
- L. **COVID-19 Pandemic.** All City of San Pablo rentals and rental attendees must be in compliance with current health orders issued by the Contra Costa County Department of Public Health at: <https://www.coronavirus.cchealth.org/health-orders> and any applicable Cal OSHA orders. Renters shall comply with these requirements and contact City staff immediately if there is any issue with compliance.
- M. If your cancellation is less than 30 days prior to your rental date, **100% of the entire rental fee including Facility Deposit** will be retained. *Initial here* .

Section III – FACILITY REQUIREMENTS

Initial:

- A. Facility Requirements may be altered to meet any COVID-19 related requirements up to and including cancellation of an event. If the City is forced to cancel an event due to COVID-19, all fees including the Booking Fee and Facility Deposit will be returned to the renter or the renter may choose to rebook the event within one year.
- B. After the application for use of the recreation facility is approved by the City, the person or organization requesting the use will be provided copies of the application, facility rental agreement and alcohol use permit if applicable. These items will specify the nature of the use, the extent of the use and the conditions under which the use will be permitted. The applicant must agree to abide by all rules and regulations governing the use of the facility. Any failure

to so abide may result in revocation of the rental agreement by the City and the forfeiture of all fees or deposits that have been paid.

- C. Facilities may be closed as determined by the City during inclement weather or for maintenance purposes.
- D. Facilities are multi-use facilities and may have other activities and events occurring at the same time as your event.
- E. A facility layout diagram is provided for the applicant in order to provide specific set-up instructions. All set-up requests must be submitted 2-weeks prior to the rental date.
- F. Applicant is required to have City staff throughout the duration of the rental who will provide set-up and take-down of tables and chairs per the layout submitted by the applicant.
- G. Applicant is required to take down all decorations and clean up after the event by leaving the facility in the condition in which it was provided at the start of the rental.
- H. Any parties remaining in the facility beyond the scheduled rented time will be subject to the hourly charge of the facility plus an additional \$40/hour for staffing costs.
- I. Facility capacity maximums are strictly enforced including those outlined by any COVID-19 related County Health Orders or applicable Cal OSHA orders. The maximum capacity for an event includes all adults and children, including caterers, DJ/band, party planners, etc. Violation of the capacity limits will result in immediate termination of the event and forfeiture of some or all of the facility fees paid.

Section IV – INELIGIBLE APPLICANTS OR ACTIVITIES

Initial:

- A. No reservations are allowed for memorials, funerals, vigils, repass services, viewings, or other rentals that pertain to a ceremony honoring a person who has passed away.
- B. Alcohol is not permitted in any park or park facility, including spectators or event goers.
- C. No overnight rental use is allowed.
- D. The Church Lane Senior Center is only available for reservation on Sundays.
- E. No group or individual, political or otherwise, that advocates the immediate overthrow of the United States Government or the government of the State of California by force or violence or other unlawful means may use the City's facilities for such purposes.
- F. Campaign events are not allowed to avoid appearance that City is endorsing a particular candidate or initiative.
- G. No activity shall be allowed which will cause a substantial danger or damage to the facility, grounds or neighborhood, nor shall any activity be allowed which is deemed not to be in the best interest of the City. Decisions regarding this shall be made by the City.

Section V – GENERAL REGULATIONS/NOTICES

Initial:

- A. The City of San Pablo is not responsible for any lost or stolen property.
- B. Smoking (including E-cigarettes) is not permitted in any indoor area, and State Law prohibits smoking within 20 feet of a door or operable vent to a public building. Applicants are responsible to make sure their guests are respectful of these regulations and other users of the facility.
- C. Only City-trained staff are allowed to operate the audio/visual equipment.
- D. Children attending the event must be under adult supervision at all times. Children are not allowed to run around the facility unsupervised.
- E. No objects are allowed in facility fountains.
- F. Authorized City employees shall have the right to enter all facilities at any time during rentals.
- G. Reservation cannot be transferred, assigned, or sublet.
- H. Reservation dates cannot be changed or transferred to a different date less than sixty (60) days before the original reservation date (see cancellation/refund section).
- I. The City reserves the right to amend fees and charges as deemed necessary. Previously approved reservations will not be affected by new rates.
- J. The City of San Pablo reserves the right to change, adjust or delete any of the rules and regulations. Any and all request/variances of these rules shall be considered individually and shall not be automatically applied as a matter of precedent to past or future uses of a similar nature. Request for a waiver of any stated rule shall be directed, in writing, to the Recreation Division ninety (90) days prior to the date of use.
- K. All applicants, entities or organizations using city facilities for public or private events shall use compostable or recyclable disposable food ware, and are encouraged to use reusable food ware in place of disposable food ware where practicable, per [Section 5.13.030](#) of the City of San Pablo Municipal Code. Use of plastic foam food or beverage containers (for example, Styrofoam™) is strictly prohibited within the City. First-time violations of this requirement will result in a fine of \$100 withheld from your security deposit and subsequent violations in the same year will result in higher fines as outlined in [Section 1.10.030](#) of the Municipal Code. The City strongly encourages recycling. Please use the bins provided to separate recyclable materials from other wastes. The City composts all food waste, food soiled paper, and flower/plant materials. Please use the green waste bin provided to separate your food scraps, food soiled paper and flower/plant material from other wastes.
- L. Tables and chairs are to be used indoors only and only for the specific use for which they are intended. Standing on tables or chairs, or sitting on tables is prohibited and the applicant will be charged for damages if this occurs.

M. Applicant and attendees shall comply with all applicable Laws, rules and regulations which includes, in part, "...all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility. Any applicant or attendee violating the established Rules and Regulations, or constituting a public nuisance may be required to leave the facility and premises. Should the staff member on duty find that any facility users are in violation they will attempt to make contact with the primary applicant, who is responsible for resolving the situation. If no resolution is made, the staff member may choose to shut down the event. If necessary, police will be contacted.

Section VI – ALCOHOL BEVERAGE REQUEST

Initial:

- A. The use of alcoholic beverages must be requested in writing and submitted at the time of application. All written requests must detail the nature of the event, all types of alcohol to be served, and claim full responsibility for any problems that may occur due to the presence of alcohol. The request will be reviewed by the Police Department and may be denied or conditioned due to nature of the event or criminal background of applicant or invitees.
- B. Alcohol may be served for a limit of five (5) hours total over the course of the event, and must stop one (1) hour prior to the conclusion of the event.
- C. Alcohol is not allowed at youth-oriented events or events held in the honor of a minor (Christenings, birthdays, youth graduations, quinceañeras, Bar or Bat Mitzvahs, etc.).
- D. No consumption of alcohol is permitted outside of the facility, i.e. parking lot, sidewalks, streets, landscaped areas etc.
- E. A group or organization wishing to sell alcoholic beverages (or tickets for alcohol) at their event must obtain a valid License from the California Department of Alcohol Beverage Control (ABC). The ABC License must be on file in the Recreation Division 14 days prior to the use and the License must be prominently displayed during the event. City staff is required to check the License prior to allowing the sale or distribution of alcohol at the event. ABC will issue a one-day license to 501(c)(3) non-profit groups who wish to sell admission tickets, beer or wine at a fundraising event. The local ABC Office is located at: 1515 Clay Street, Suite 2208, Oakland, CA 94612, (510) 622-4970.
- F. Evidence of this license must be on file at the Recreation Division office at least fourteen (14) days prior to the event/function. If no license is provided, then the facility reservation will not be able to sell alcoholic beverages at their function.
- G. If alcohol is used without a license, the event will be ended immediately without warning, and the entire security deposit and rental fees will be forfeited. If necessary, police will be contacted.
- H. If applicant reserves an event and indicates that there will be no alcohol at the event and an applicant or any guest brings any type of alcohol to the event, it will result in the forfeiture of the full facility deposit.

Section VII – FACILITY DECORATIONS

Initial:

- A. The applicant shall be responsible for putting up any decorations and any special preparations necessary for the function.
- B. No storage or decoration deliveries are permitted before or after a reservation.
- C. All decorations and tape shall be removed at the conclusion of the function. Applicant shall be responsible for the removal of all decorations, tape, special preparations, applicant's personal property, and any rented equipment immediately upon the conclusion of the event. Nothing will be stored on site and will be thrown away at the conclusion of the rental.
- D. All decorations must be applied with blue painter's tape. The following items are not permitted on walls, windows or ceilings: cellophane, adhesive tape, nails, staples, screws, etc.
- E. All decorative materials must be either made of non-combustible substance or treated with fire retardant, or state approved flame retardant.
- F. Decorations may not be hung from light fixtures, ceilings, smoke detectors, emergency lights, or acoustical wall/ceiling tiles.
- G. Open flames (such as lighted candles) are not allowed. Battery operated candles are acceptable. Due to the sensitivity of the fire/smoke alarm system and the lingering odor, incense or other smoke producing products are not allowed in any City facilities.
- H. No rice, birdseed, fog machines, confetti, or hay bales are permitted at any City of San Pablo facility or on surrounding sidewalks and parking lots. Use will result in the loss of deposit(s).
- I. For safety reasons, relocation or rearrangement of City equipment is not permitted. City staff must perform any rearrangement of City furnishings and/or equipment. All doors must be kept clear in the event of an emergency evacuation.

Section VIII – FOOD REQUIREMENTS

Initial:

- A. Drinks with red or orange dye and/or food coloring are not allowed in the facility.
- B. If any food is served at a public/community event, a Temporary Food Facility permit must be obtained by the applicant from Contra Costa County Environmental Health in Concord, refer to cchealth.org/eh/. The permit process requires that the event organizer fill out the Temporary Food Event Application, and attach, if applicable, the vendor's proof of non-profit or veteran status, as well as a site map showing the locations of booths, restrooms, and garbage. There must also be a list of all food/beverage vendors and a payment of all fees. The complete application must be submitted to County Health 14 days before the event and a copy of the approved permit must be submitted to the Recreation Division prior to date of use.
- C. Food Requirements may be altered to meet any COVID-19 related requirements including not being able to serve any food or drink at the event except for to-go.

Section IX – INSURANCE

Initial:

- A. Applicant shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1million per occurrence, \$2 million aggregate. The coverage shall be primary insurance, with a waiver of subrogation and notice of the cancellation of the policy provided to the City.
1. The City, and its officials, officers, employees and agents shall be named as additional insured by separate endorsement.
 2. Applicant shall also secure and maintain workers' compensation insurance if Applicant has employees as required by State law.
 3. If alcohol is served, the general liability insurance shall include host liquor liability coverage and must be stated on the certificate. If alcohol is sold, then Applicant or caterer must have liquor liability coverage, as well as a valid liquor sales license.
 4. Applicant shall provide the certificate of insurance (CG 00 01) and additional insured endorsement to City (CG 20 10) in a form and with carriers acceptable to the City with a minimum AM Best rating of A:VII.
 5. The certificate of insurance shall include the "Recreation Division of the City of San Pablo" as the Certificate Holder.
 6. Please contact your insurance provider to check if your homeowner's policy may be extended to cover your facility rental. If an acceptable certificate and endorsement are not submitted to the Recreation Division office at least thirty (30) days prior to the event, then the applicant will be mandated to purchase insurance from the City of San Pablo's insurance provider.
- B. Indemnity: On behalf of itself and its successors, employees, members, volunteers, invitees and participants, Applicant assumes all risk of loss or injury arising from its use of the facility. Applicant shall indemnify, hold harmless, and defend City, its officers, agents, volunteers and employees from and against any and all liability, costs, or expense for loss of or damage to property or for injuries to, sickness, disease or death of any person arising or resulting from Applicant's use of the facility or the acts, errors, or omissions of the Applicant or its agents, employees, members, volunteers, invitees and participants. This provision shall survive termination of this Agreement. .
1. The applicant shall be responsible for any and all damage to the City's premises, equipment, and property.
 2. The applicant will be held responsible for all actions, behavior and damages caused by his/her guests/attendees.

Section X – SAFETY AND SECURITY

Initial:

- A. The San Pablo Police Department has the authority to shut down any event for any reason deemed necessary. In this event, the applicant will forfeit all fees paid including the deposit.
- B. Security will be required and arranged by the San Pablo Recreation Division for all events.
 - 1. One Security Guard 1-50 People
 - 2. Two Security Guards 51-100 People
 - 3. Three Security Guards 101-150 People
- C. Approved security services will be required to be on duty at the facility during the entire event time, including clean-up.

Section XI – FORFEITURE OF DEPOSIT/EVENT TERMINATION

Initial:

- A. Any charges for damages to the facility or furnishings, additional use hours, or imposed third party fines will be deducted from the applicant's deposit:
 - 1. Failure to follow clean up protocols, or generally leave the facility in an unsatisfactory condition.
 - 2. Additional janitorial maintenance is required (in excess of normal cleaning services/time), or additional clean-up or damage costs.
 - 3. If the City is charged any third party fines (for example: fire alarm set off as a result of any policy violation, such as incense or balloons at facility).
- B. The City reserves the right to collect any additional fees above and beyond the deposit for damages or costs incurred by the City as a result of the rental.
- C. Failure to comply with required security, licenses, permits or certificates will result in immediate cancellation of facility use and applicant will forfeit all deposit(s) and fees paid.
- D. Staff on duty does not have the authority to grant use of additional facilities, equipment, or time extensions. Any time the facility is occupied beyond the scheduled time applicant will be billed at the facility hourly base rental rate plus \$40/hr. for the overtime use (all overtime is calculated in 1 hour increments). Use or occupancy of the facility beyond 12:00am (midnight) will cause forfeiture of the applicant's entire damage deposit.
- E. The misuse of any City of San Pablo facility, failure to conform to facility regulations, or any other Federal, State or local law, rule, regulation or ordinance or any other threat to public health, safety, or welfare shall be sufficient reason for immediate cancellation of the facility use. No refund will be granted. This shall include overcrowding of the posted maximum capacity for the room in use, serving alcohol to minors, or any action deemed sufficient by City of San Pablo staff.

- F. In the event, that the City deems it necessary to cancel or terminate facility use, the applicant will forfeit all deposits and fees paid.
- G. Failure to comply with required security, licenses, permits or certificates will result in immediate cancellation of facility use and applicant will forfeit all deposit(s) and fees paid.

I have read and agree to the above information.



Applicant's Signature

Today's Date

Revison June 2021