



FACILITY RENTAL RULES AND REGULATIONS

By signing the Facility Rental Application, you are signing that you have read and understand all information contained herein. The following rental policies outline the conditions for use of LARPD facilities. All LARPD facilities are governed by these general rules, in addition to specific conditions for each facility.

- 1. Application and Rental Requirements** - Reservations will only be accepted with a completed application and the required deposit fee. Applicants must be at least 18 years of age. Livermore residents must provide valid proof of residency (i.e. California I.D. or utility bill in applicant's name) to qualify for the resident rate. All other facility rental forms (including insurance and ABC license), and fees are due and to be paid in full sixty (60) days prior to your facility rental date. Applicants who fail to meet these requirements will result in their facility rental being cancelled and a refund will not be issued, including withholding the refundable deposit.
- 2. Rental/Reservation Contact Requirements** - All contact regarding the reservation fees, insurance, rental fees, and on-site coordination will only be arranged with the original applicant. If the original applicant is unavailable for the facility rental coordination on the day of the facility rental, the applicant must designate an alternate person to assume this responsibility in advance of the facility rental and inform Livermore Area Recreation and Park District in writing. Applicants will be required to meet with LARPD staff thirty (30) days prior to the facility rental date to review the facility layout, review rules and regulations, and submit required signed documents.
- 3. Facility Rental Onsite Appointments** – Facility Rentals receive one (1) thirty (30) minute onsite appointment walkthrough at the rented facility location. Applicants are required to schedule their one (1) time courtesy appointment with LARPD rental staff; appointments are scheduled on a first-come, first-serve basis. LARPD staff will open the facility at the specified time per the agreed upon scheduled appointment. Appointments start at the designated scheduled start time and will end at the designated end time; appointments will not be rescheduled on the day of the appointment due to late arrivals by the applicant, vendor, and/or family. Applicants are responsible for rescheduling and/or cancelling their own appointments by contacting LARPD facility rental staff 48 hours prior to their scheduled appointment. Appointments that exceed thirty (30) minutes will be subjected to an additional appointment charge of \$50 for every thirty (30) minutes; a minimum of thirty (30) minutes will be charged. Applicants are encouraged to ensure that vendors and/or family members attend this scheduled appointment. Applicants will be charged \$50 for any additional thirty (30) minute appointments after the first courteously rental appointment.
- 4. LARPD staff on duty during rental**- LARPD staff will be on duty during all approved use of LARPD facilities. LARPD staff is not available for loading/unloading supplies, waiting tables, serving, moving rented furniture or equipment, and/or assisting with the applicant's portion of cleanup.
- 5. Adhering to time schedule on application** - The time period stated on the application form for the reservation will be strictly enforced. If applicant does not use full time as stated on their application there will be no refunds given or funds transferred. The reservation period must include all time necessary for setup and cleanup for the rental, and time must be consecutive. All facility usage is based upon space availability and is limited to specific rental periods. LARPD staff will setup tables and chairs unless other arrangements have been approved by LARPD. LARPD must receive a written floor plan a minimum of sixty (60) days prior to the rental date. Otherwise, a standard room setup will be provided. The facility will not be open prior to the stated reservation time for any renter, caterers, bands, decorators, etc.

participating in a rental activity, nor can items be stored overnight in an LARPD facility prior to or after any rental activity.

- 6. Cleaning requirements** – LARPD staff are responsible for the setup and take down of LARPD tables, chairs, and equipment, excluding the Barn or unless other arrangements have been approved by LARPD. Applicants will be responsible for the removal and/or disposal of food, beverages, paper goods, decorations, signage, equipment, furniture, and personal items once the rental has concluded. LARPD will not authorize the overnight storage of any personal items or equipment or be responsible for any items left behind. All rental trash is to be properly bagged and placed in the designated trash receptacles. Applicants will be required to notify LARPD staff immediately of any large spills within the facility(ies) that are rented per this agreement. Applicants are responsible for ensuring that DJs, caterers, decorators, etc. adhere to LARPD's cleaning requirements and exit the facility by the rental end time. Failure to adhere to LARPD's cleaning requirements could result in the forfeit of the entire facility rental deposit, and /or the applicant may be billed separately if the deposit is not sufficient to cover the additional balance.
- 7. Condition of facility** - LARPD staff will check the condition of the facility with the applicant before the start of the rental and prior to their departure to determine if additional damage, cleaning, or overtime use has occurred. LARPD staff will document any issues during the total length of the rental including but not limited to setup, event time, and cleanup. This on-site evaluation is only one means of evaluating the return of the rental deposit, however, additional charges may be imposed for damages or cleanup not identified on the evaluation form if additional items are identified after the applicant has left the facility. It is the responsibility of LARPD staff to enforce facility use regulations and prevent abuse of any facility or facility use privileges, including but not limited to, requesting police department assistance to stop the service of alcoholic beverages, to remove disruptive individuals, and/or to clear the facility and cancel the rental. In the case of such a cancellation of a facility rental, no rental fees will be refunded or transferred. LARPD staff will process the deposit refund request upon review of evaluations the week following the rental. Once the deposit refund requested has been reviewed by LARPD staff, the renter should expect to receive the deposit refund within 15 business days if the deposit was paid via check or cash. Deposits paid by credit card may only be refunded to the credit card used for the payment of the deposit.
- 8. Liability** - The applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of LARPD facilities. The applicant is responsible for knowing and understanding all rules and regulations governing LARPD facilities. The applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility, and that everyone conducts himself or herself in an orderly manner. Minors must be supervised at all times during the facility rental, this includes setup and cleanup. LARPD will not be held responsible for unsupervised minors. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occurs at any rental activity, the rental may be shut down, a refund will not be issued including withholding the refundable deposit, and further use of LARPD facilities by an individual applicant or group may be denied.
- 9. Compliance with all applicable law, rules, and regulations** – The applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. LARPD reserves the right to immediately revoke

an applicant's right to use of the facility under this agreement should the applicant fail to comply with any provisions of this section.

- 10. Finalizing payment** - Final rental fees are due sixty (60) days before the rental date. Any additional hours and amenities must be pre-paid in advance of the rental date. Deposits must be paid at time of reservation. Payments may be paid by check, cash, and credit card. Checks maybe mailed to the Livermore Area Recreation and Park District, 4444 East Avenue, Livermore CA 94550. Checks mailed within thirty (30) days of the facility rental date will not be accepted. If payment is not received by the specified due date, the rental may be cancelled and subject to forfeiture of all fees submitted.
- 11. Rental Transfer/Date Change Request** - If a reservation has been made for a facility and the applicant wishes to change to an alternate applicant and/or address, a \$200.00 transfer fee will be assessed. In addition to the assessed fee, a new application must be submitted identifying the new rental applicant. The original applicant must make all changes in writing.
- 12. Permit Changes** – All facility rental changes must be made in writing to LARPD staff. Changes made less than sixty (60) days prior to the rental date and result in additional fees will be required to be paid in full by the applicate at the time of making the change. If the applicant fails to make this payment, the changes will not be granted and the rental will not be altered. All facility rental fees are due and to be paid in full sixty (60) days prior to the facility rental date. Failure to pay the rental balance in full sixty (60) days prior to the rental date will result in the facility rental being cancelled, and a refund will not be issued, including withholding the refundable deposit. It is the applicant's responsibility to check and verify their facility rental permit to ensure that all facility rental details are accurate and correct. Corrections must be addressed with LARPD staff in writing prior to the rental date to ensure the permit reflects the facility rental. Changes made on the day of the rental will need to be addressed with LARPD staff on duty and will be documented on a facility rental sheet; the applicant will be required to sign off on these additional changes. These changes will be reviewed by LARPD staff on the following Monday, and the applicant will be assessed the appropriate rental fees to reflect the changes to the facility rental. These fees may be deducted from the refundable deposit, and/or the applicant maybe billed separately if the deposit is not sufficient to cover the balance.
- 13. Cancellations** - If the original applicant cancels a rental reservation after seven (7) business days after booking and securing the rental date, the entire deposit will be forfeited. The following schedule will be used to determine the amount of refund or facility rental fees or other associated facility rental costs such as security or insurance:
 - **100%** of the Deposit will not be refunded for any/all cancellations after seven (7) business days after booking and securing the rental date **AND**
 - **50%** of the rental fees will not be refunded for any/all cancellation notices given sixty-one (61) to three hundred sixty-four (364) days in advance of rental date;
 - OR**
 - **100%** of the rental fees will not be refunded for any/all cancellation notices given less than sixty (60) days in advance of date.
- 14. Insurance Requirements** – Applicants are required to provide and keep in force a Certificate of Comprehensive General Liability Insurance with the following limits:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Damaged to Rented Premises
 - \$5,000 Medical Expenses
 - \$1,000,000 Personal and Advanced Injury
 - \$2,000,000 General Aggregate
 - \$1,000,000 Liquor Liability (only if serving alcohol)

All such Liability Insurance shall name the Livermore Area Recreation and Park District, inclusive of its employees, volunteers, Board Members, representatives, and agents as additional Insured by separate Scheduled Endorsement.

Facility rentals serving alcoholic beverages and/or exceeds forty (40) guest will be required to have a certificate of insurance and will be assessed an insurance fee at the time of booking your facility rental. District insurance premium rates are based on market rate; these rates may fluctuate due to the type of rental, type of activity, total number of guest, and total number of days.

For commercial business rentals, applicants may submit a Commercial General Liability (CGL) policy for a business rental that meets the District's insurance requirements (as stated above). CGL policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by LARPD's self-insurance pool. The CGL policy, including the Scheduled Endorsement is due sixty (60) days prior to your rental date to avoid being charge and required to purchase the District's insurance policy. Once the approved CGL insurance policy and Scheduled Endorsement is received, the District's insurance fee will be removed from the facility rental permit. Failure to provide your CGL policy and Scheduled Endorsement, meeting the District's insurance requirements sixty (60) days prior to your rental date will result in your rental being cancelled and a refund will not be issued, including withholding the refundable deposit. For personal rentals, applicants will be required to purchase a District insurance policy.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusive of other coverage, or a waiver of any type. If the applicant maintains higher limits than the minimums shown above, LARPD requires and shall be entitled to coverage for the higher limits maintained by the applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to LARPD.

Applicants reserving dates for the next calendar year may be subjected to increased insurance premiums if premiums are raised through our carrier. Applicants are responsible for any additional fee increases.

- 15. Indemnification** – Applicants shall indemnify, defend, and hold harmless Livermore Area Recreation and Park District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Applicant's use or occupancy of a facility or property controlled by the Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.
- 16. Alcohol** - Alcoholic beverages may be consumed in LARPD facilities with an approved Certificate of Insurance and Scheduled Endorsement including Liquor Liability. Alcoholic beverages may not be sold or consumed at any officially designated youth facility rental. The serving or selling of alcoholic beverages remains at the discretion of LARPD. In rentals where alcohol will be sold or consumed, LARPD requires the applicant to purchase an additional permit from the Department of Alcoholic Beverage Control (ABC). A copy of the ABC issued permit must be turned into LARPD sixty (60) days

prior to the facility rental date and posted near the bar in a visible location during the entire facility rental. In addition, LARPD is not responsible for any such violations by the lessee of the ABC permit or the law with respect to alcohol. Lessee shall name LARPD as additionally insured under the lessee's Comprehensive General Liability insurance policy and Scheduled Endorsement. LARPD has the ability to limit the number of hours that alcoholic beverages can be served during the facility rental. The serving and selling of alcoholic beverages must end at least 30 minutes prior to end of the event time. At any time during your facility rental, LARPD staff has the authority to discontinue the consumption, sale, or serving of alcoholic beverages.

17. Selling of food and beverages – In facility rentals where food and beverages will be sold, LARPD may require the applicant to purchase an additional temporary food permit from the Alameda County Health Department. A copy of the issued temporary food permit must be submitted to LARPD sixty (60) days prior to the rental date.

18. Security Requirements – LARPD reserves the right to require security for facility rentals. Rentals with alcoholic beverages will be required to have assigned security officers. Duties of security officers include monitoring the inside facility, lobby areas of the facility, front entrance of facility, parking lot areas, and patio areas. Security officers may make appropriate changes to duties listed above in order to maintain the safety of the applicant, guests, staff, facility and themselves. Consumption of alcohol by minors will not be tolerated. Applicant understands that if alcohol is served to minors, the security officers, staff and/or Livermore Police Department will be required to close alcoholic services, and the applicant may be held responsible for the illegal distribution of alcohol. The following are basic guidelines for assigning security officers at facility rentals and are set at the discretion of LARPD staff:

- 0-100 in attendance Up to two (2) officers
- 101-200 in attendance Two (2) officers
- 201-300 in attendance Three (3) officers
- 301-400 in attendance Four (4) officers
- 401-500 in attendance Five (5) officers

19. Applicant Responsibility for Security during Rental - The applicant is responsible for checking in with the security officers and LARPD staff before the start of facility rental. LARPD staff will discuss specific duties for security officers before the start of the rental. Security officers will receive and take direction from LARPD staff. Please Note: children are not allowed to wander or play outside the facility unsupervised. All guests should remain inside the facility during the course of the rental, unless smoking in designated smoking areas. The applicant is also responsible for ensuring that guests are not allowed to enter landscaped planter areas, damage sprinkler systems or security lighting. LARPD staff or security officers may request Public Safety assistance at any time to prevent abuse of privileges and to enforce facility rules and regulations. The staff, security officers, or Livermore Police Department may close down any activity that poses a threat to the safety of the participants, staff, security officers or the facility.

20. Smoking - It shall be unlawful to smoke or in any other way engage in the use of tobacco or tobacco-like products of any kind or description and in any form, on any property owned and/or operated by the District, including any buildings, historic sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheatres, covered arenas, picnic sites, other similar places or assembly, also in any District parklands, open spaces, sports fields, swimming pools, snack bars, parking lots, sidewalks, or trails, unless in a place designated and posted or temporarily permitted for such use (District Policy FAC-05-1947). Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all LARPD facilities.

- 21. Decorations and Setup** - Adhesives, nails, screws, pins, or staples on facility walls are prohibited. Taping of LARPD facility chairs and/or tables is prohibited. LARPD tables must be covered prior to rental usage. Decorative materials may not be attached to light fixtures and must be completely removed from the facility at the conclusion of the activity. Confetti, glitter, sequins, rice, birdseed, straight pins on carpet, and/or sparklers are prohibited in any LARPD facility. Votive candles and/or tea lights will only be allowed at Robert Livermore Community Center facilities. Birthday candles, ceremonial flames and/or ceremony candles need prior approval from LARPD staff. If balloons are utilized for decorations, they must be weighted down and not be released intentionally to float to the ceiling areas and/or released outside LARPD facilities. All decorative materials must be fireproof and/or flame retardant. At no time shall exits or facility signage be obstructed by decorations or rental equipment.
- 22. Music/Audio** – LARPD complies with the City of Livermore's Noise Ordinance for all facility rentals, which requires LARPD to restrict music and noise levels to not exceed 60 decibels. Amplified music will be restricted to the interior of the facility with noise exposure outside not to exceed 60 decibels at the facility boundary. Outdoor musical instruments may only be acoustical. At the discretion of LARPD staff, outdoor music may be amplified.
- 23. Lighting** - Strobe, rotating, flashing, and/or up lights are permitted in LARPD facilities. Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all LARPD facilities. The rental facilities have automatic smoke detectors, which are monitored by the Livermore-Pleasanton Fire Department. Applicants in violation of this regulation will be financially responsible for all charges levied by the Fire Department for a response call. Mist machines are prohibited due to their potential for damaging floor surfaces and creating a safety hazard for guests.
- 24. Drone Videography and Photography** – In order to protect the health and safety of our program participants, recreational drones, model airplanes, and any other unmanned aerial vehicles or systems are not permitted on any property owned and/or operated by the District, including any buildings, historical sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any District parklands, open spaces, sports fields, swimming pools, parking lots, sidewalks, or trails.
- 25. Holiday Surcharge** - LARPD has recognized the following dates as District holidays: New Year's Eve day, New Year's Day, Martin Luther King Day, President's Day, Veteran's Day, and the Friday after Thanksgiving. District specified holiday rentals will be subjected to an additional surcharge fee on top of the regular hourly rental rate. The surcharge fee is determined by LARPD based on the total number of guests and rental location. LARPD will be closed on the following holiday dates: Easter Sunday and Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
- 26. Additional Incident Fee** - Excessive cleaning performed by any LARPD staff beyond the normal facility rental cleaning requirements or minor facility repairs following a rental activity will result in a cleaning fee of \$150 per incident. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the applicant.
- 27. Additional Staff Charges** –Applicants and vendors will be given 15 minutes after the specific end time listed on the permit to exit the facility. In the event the rental exceeds the permitted rental time, the applicant will be charged up to \$320 per additional hour; a minimum of one (1) hour will be charged. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the applicant.
- 28. Violation of these policies** - A fee for liquidated damages of two times the amount of deposit, will be

imposed for violation of any facility rental regulation or misrepresentation of material information in the rental application, including but not limited to, misrepresenting the type of activity or sponsoring organization, misrepresenting residency of the applicant, exceeding the capacity of the facility, misrepresenting if alcohol will be served or sold, or misrepresenting the number or age group of participants/guests. This fee will be imposed regardless of actual damage to the facility or increased cost incurred by LARPD in supervising the activity and is in addition to any such costs, which will be withheld from the deposit amount.

29. Nonprofit Groups - Those wishing to rent the facilities under this category must provide evidence of their approved State of California nonprofit 501 (c) (3) status. Nonprofit groups may receive rentals at a discounted rate depending upon their type of rental upon approval from LARPD staff, but may not rent at discounted rates on Saturdays or while offering services, classes, or programs at a cost to the participants.

30. Denial of Rental Application - In accordance with the rules and regulations for use of LARPD facilities including rental of LARPD facilities, request for use/rental may be denied for any of the following reasons, but not limited to:

- Rentals by individuals or organizations that have used the facilities in the past where problems have occurred, application may be denied or additional conditions may be imposed.
- Rentals by individuals or organizations who fail to accurately represent the application information required by Livermore Area Recreation and Park District, or have repeated incidents of rule violations will be denied requests to use LARPD facilities for a minimum of one year.
- Livermore Area Recreation and Park District retains the right to refuse facility usage/rental at the discretion of the General Manager, or his/her designee.
- Use may not be granted in any situation if LARPD staff determines that such use would be detrimental to LARPD facilities.
- Livermore Area Recreation and Park District refuses facility usage for the intent of "private for profit" dances, and/or parties, with the exception of approved state recognized nonprofit group.