



SR. CENTER RENTAL RULES AND REGULATIONS

Below is an overview of the facility's rental rules and regulations, please initial each section to acknowledge that you have read and understood each item as described.

RENTER'S RESPONSIBILITIES/LIABILITY DURING EVENT _____

The renter is solely **responsible and accountable financially for any and all accidents or injuries to persons or property resulting from use of the City facilities**. Any violation of the facility regulations or damage to the facility will result in forfeiture of some or all of the renter's damage deposit.

The renter is **responsible for the control and supervision of all people in attendance during their usage of the facility^{1, 2}**. This includes, but is not limited to, all guests, caterers, musicians, and other contracted service providers. The renter is also responsible for ensuring their guests and service providers adhere to the facilities policies, procedures and regulations. The renter shall take care to see that no damage is done to the facility.

If damage to the facility or the behavior of your guests or people in attendance warrant it, your function may be stopped in progress and you may be denied further use of the facilities.

¹**Minors (any person under the age on 18) must be supervised at all times.**

²**The building and premises (parking lots) must be vacated 30 minutes prior to your end time (i.e. 10:30pm or 11:30pm). Due to the close proximity of homes, to the center, and out of courtesy to surrounding residents, guests may not linger or remain in the parking lot after 11:30pm. It is the renter's responsibility to ensure that this requirement is followed. Failure to do so will result in the assessment of a \$250 penalty, which will be deducted from the renter's deposit.**

The facility representative is responsible for the facility and may request police assistance at any time to prevent abuse of privileges and/or to enforce facility rules and regulations. If the police are called, your entire damage deposit or portion thereof may be forfeited.

FACILITY/ GENERAL RENTAL POLICIES _____

The facility capacity maximums are strictly enforced. The maximum capacity for your event includes all adults, and children. Violation of the capacity limits will result in immediate termination of your event and forfeiture of some or all of your damage deposit.

The facility reserves the right to book additional events before or after your confirmed rental times. The facility also reserves the right to book additional rentals in other portions of the facility during your rental.

Rental hours must be established with the facility at the time of reservation. Changes to rental hours are subject to approval and availability. Hours may be changed or additional hours requested up to 60 days prior to your event. Any changes less than 60 days will incur a \$75 fee per change. Refunds will not be given for unused time. **Additional time added on the day of the event will be at a rate of \$100.00 per 15 minutes.** Use of the facility beyond the contracted rental time will be charged at the rate of \$100.00 per 15 minutes. **This will be automatically deducted from your damage deposit.** Rental agreements cannot be transferred, assigned sublet or issued to minors. Rental permits for groups composed of persons under the age of 21 will be issued only to adults (21 years & older) who accept responsibility for supervising them throughout the period covered by the rental contract. **Amplified music³ must end at 11:00pm. Smoking is not permitted** in this park or facility. Concord Municipal Code Sections 38-33, 38-34, 74-36, California H & S Code Section 104495. Storage is not available either before or after the event. Other than guide dogs, animals are not permitted

Concord Senior Center

Baldwin Park * 2727 Parkside Circle * Concord, CA 94519

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in the building. Gambling in any form will not be permitted unless applicant has received prior approval from Concord Police Department. **Barbecuing requires advanced approval** and is restricted to certain parking lot areas of the facility. Barbecues must have protective equipment on pavement to prevent grease marks or mess. Absolutely no gum allowed.

³**Amplified music must not be higher than 80 decibels inside the facility. Failure to follow this requirement after an initial warning will result in the assessment of a \$250 penalty, which will be deducted from the renter's deposit. The renter's entire deposit will be forfeited for any subsequent decibel level violations during the event. A rug or similar vibration muffling device shall be placed under each speaker.**

***Parking lots must be vacated 30 minutes after your rental. Please use security guards for assistance.**

*** Wisteria Room Back Patio Doors are to remain closed for entire duration of rental. A fine of \$100 will be incurred after warning. Deposit will be forfeited for any occurrence thereafter.**

CANCELLATION FEES _____

Cancellations must be received in writing by the contract signer or legally authorized person who has taken responsibilities from contract signer.

- Cancellations made 8 months or more prior to your event, \$150 will be retained.
- Cancellations made 6-8 months prior to your event, 25% of your total rental fee will be retained
- Cancellations made 2-6 months prior to your event, 50% of your total rental fee will be retained.
- Any cancellations received less than 2 months prior to your event, 100% of your total rental except the cleaning/damage deposit.

DAMAGE DEPOSIT _____

A refundable security deposit is **due 60 days prior** to the event. The Damage Deposit is \$100 for Dianda, Garavanta and Half Class Rooms, \$250 for Full Classroom, \$350 for Half Wisteria hall, \$750 for Full Wisteria Hall, \$500 for Wisteria Hall without kitchen use.

Immediately prior to and immediately following your event, a Facility Representative and a designated representative from your event will conduct a facility inspection. The renter or their designated representative and the Facility Representative, must sign the inspection form indicating agreement as to the condition of the facility. Failure to do so may cause your damage deposit to be forfeited.

Any damages, extra cleaning (removal of gum in carpet, chairs/tables) needs or policy violations discovered by Facility Staff after you leave will be noted and applicable fees deducted from your damage deposit. **A refund check (cash/check payments) or a credit card refund will be processed within 6 weeks after your event as long as there has been no damage to the facility or any additional expenses incurred.** You will be billed for any additional expense not covered by the damage deposit. The determination and assessment of additional charges shall be at the sole discretion of the City of Concord.

SETUP AND DECORATIONS _____

All decorations must be approved at the Facility Policy Meeting with Center Staff no less than 4 weeks prior to event.

The usage of open-flame decorations such as freestanding candles is prohibited inside the facility. Floating candles are permissible. **Decorations must be of flame-retardant material. Smoke machines of any type may not be used inside the facility.**

1. The use of nails, tacks, scotch tape, duct tape, staples, etc. is prohibited. Blue masking tape can be used but must be removed. Exits and Exit signs must not be covered or obstructed in any way.
2. Rice, birdseed etc. is not allowed inside or outside of the building as it is harmful to birds and wildlife and/or can cause injury if someone slips and falls.
3. Helium balloons are permissible if attached to a paper weight.

4. Confetti, (paper, plastic or metal), rose petals, candles, glitter, aerosol streamers, sand, hay, etc. are prohibited inside or outside the building.
5. The facility will not supply ladders for your use.

SECURITY _____

Security Guards⁴ are required at:

1. All youth events⁵ (Not necessary at 1st Birthday Parties, however renter is responsible for keeping children under control in the facility).
2. Events where alcohol is served or sold or any events deemed necessary by Facility Staff.

One (1) security guard is required for every 100 guests or portion thereof.

⁴Security guards must be on premises from the beginning of the event and 30 minutes after contracted rental time. Security guard companies must be registered and approved by the City of Concord Police Department.

YOUTH EVENTS _____

An event is considered to be a youth event if one or more of the following apply:

1. The event is honoring a person under the age of 21.
2. The majority of attendees at the event are under the age of 21.
3. The event is generally known by its nature to include a significant number of attendees under the age of 21.

Alcohol is not allowed in or around the facility at any time during these events.

The renter is responsible for making sure alcohol is not brought in or around the facility by anyone associated with their event. This includes, but is not limited to, guests, caterers, musicians and other contracted service providers.

One (1) adult chaperone must be present for every 25 minors in attendance at all youth events.

NO STYROFOAM (POLYSTYRENE) POLICY _____

Food and beverage providers, including rental facilities for the City of Concord are prohibited from selling, vending, or serving food or beverages on/in disposable foam polystyrene (Styrofoam) food and beverage containers.

Specifically, no styrofoam cups, bowls, plates, clamshells, serving trays or to-go containers.

This policy helps to reduce the amount of waste by requiring food or beverage service ware that is readily reusable, recyclable, or compostable as well as reducing the risk of harm to wildlife as polystyrene breaks apart into small pieces and is mistaken as food by birds, fish, and wildlife and does not biodegrade. For more information about this policy, visit <http://www.cityofconcord.org/page.asp?pid=7100> .

ALCOHOL BEVERAGE POLICY _____

- Alcoholic permit is required by the City of Concord for a \$75.00 fee for any event serving or selling alcohol.
- Alcoholic beverages may not be consumed outside of the building.
- Alcohol and beverages are restricted to those activities where food is served.
- Alcoholic beverages, in any form, will neither be served by nor sold to persons under the age of 21.
- Alcoholic beverages may not be served or sold at events designated as youth events*.

Events involving the exchange of monetary consideration (example: purchase of meal or meal ticket with any form of alcohol being served as part of the meal) requires a permit from Alcohol Beverage Control (ABC). ABC will issue one-day permits to 501c3 non-profit groups who wish to sell admission tickets, beer, wine or distilled spirits at a fundraising event. Please check with the reservation office for details. ABC is located at:

Elihu M. Harris State Office Bldg.

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1515 Clay Street, Suite 2208
Oakland, CA 94612
Telephone: (510) 622-4970

The alcohol permit must be on file in the Facility Reservation Office 10 days prior to your event.

The alcohol permit must be prominently displayed during your event. The Facility Representative on duty is required to check your license prior to allowing the sale or distribution of alcohol at the event.

Violation of any of these requirements will result in immediate termination of your event and may result in forfeiture of your damage deposit.

Renters, whose activities include the serving of alcoholic beverages, must bear in mind that the renter may be responsible for situations involving persons leaving the facility while under the influence of alcohol.

INSURANCE AND INDEMNIFICATION

Applicant shall indemnify, defend and hold harmless City of Concord, its officers, employees and volunteers against and from claims or suits for damages or injury to the extent arising from applicant's negligent act, error or omission of this Rental Procedure and shall further indemnify and hold harmless City of Concord, its officers, employees and volunteers against and from claims or suits to the extent arising from any negligent performance and against and from all costs, attorney's fees and costs of defense, expenses, and liabilities related to claim or action or proceeding brought within the scope of the indemnification.

All applicants shall provide the City of Concord with a valid Certificate of Liability Insurance written through carriers acceptable to the City of Concord. Such certificate shall provide Bodily Injury and Property Damage Liability protection in the amount of \$1,000,000 per occurrence. If alcohol is to be sold, liquor liability is required. The Certificate of Insurance shall name the City of Concord, its officers, employees and volunteers as the Additional Insured in conformance with the Hold Harmless Agreement as outlined above and must specify that the applicant insurance shall be primary to any insurance carried by the City. The certificate shall be properly executed with an original signature of an authorized agent of the insurance company and is due at the time final payment is made.

NOTE: Please contact your insurance agent regarding whether or not your homeowner's policy may be extended to cover your event. If your insurance company does not cover this, you may purchase liability insurance for your event through the City of Concord. Please discuss insurance needs and costs with a facility reservation representative. A processing fee may be charged for this service.

AUDIO VISUAL STANDARDS FOR DJ'S, BAND OR IT PERSONNEL

The power outlets throughout the facility are equipped to handle a maximum of 20 amps of power. Any DJ or band using equipment that requires the use of the facility's power outlets must be informed that the outlets can handle no more than 20 amps. The City of Concord and Concord Senior Center will not be held accountable if a fuse is blown due to excessive power use.

CLEAN UP OF RENTAL SPACE

Your cleaning responsibilities are:

1. To leave the facility (including Wisteria Hall, stage, lobby, kitchen, restrooms and parking lot) as you found it. Remove everything from the facility that you brought into the facility.
2. Remove all decorations, balloons up in the ceiling, masking tape, and tape from all tables.
3. Remove all food and food service products: linens, china, crystal, silver, paper products, etc.

4. Sweep floor, spot clean dirty areas on wood floor. **Any alcohol, citrus liquid, and food (including food with red dye) will damage the wood finish and any damages will be noted on the report and fees charged accordingly. To avoid any fees make sure you assign people to wipe up any spills on the wood floor during your event.**
5. Remove all large objects and food items from the table, wood floor, and hallways (anything that cannot be picked up with a vacuum).
6. **ABSOLUTELY NO GREASE IN THE SINK. REMOVE ALL FOOD PARTICLES IN THE SINK.**
7. Ice is to be dumped in the sink only. **DO NOT PLACE ANY ITEMS ON STOVE TOP/GRILL.**
8. Clean and wipe all appliances used in the kitchen, clean any spills on back splashes and splatters on counters, stove, fronts and tops, ovens and on oven racks, and grill to original state. Wipe down all counters and sinks with hot, soapy water and spray with disinfectant.
9. Flattened and stack cardboard boxes and place in dumpster area. Remove all trash to the outside dumpsters, making sure all bags are securely tied. Remove outside debris/signs from parking lot and surrounding main building.
10. **DUMPSTER AREA** should be clean.
11. **NO TRASH ON FLOOR.**

PLEASE NOTE: If minor damage to the facility occurs during the reserved use time or if additional clean-up is required by staff, the refundable cleaning/damage deposit, or a portion thereof, will be retained to return the facility, including the Wisteria Hall, stage, lobby, restrooms, and parking lot, to its original condition, including cost of materials and labor for unscheduled cleaning and/or repair of the facility.

GENERAL POLICIES _____

The facility will be opened for the renter or their designated representative at the contracted rental time. The facility will not be opened early for any reason. If you need decorating or prep time, please include that time in your rental contract. Other events may be happening before or after your event. **Service companies such as florists, caterers, musicians, decorators, etc. should be instructed to arrive on or after the contracted rental starttime.**

Facility representatives can not sign for or receive deliveries. The renter or a designated representative must be present to supervise and sign for all deliveries and pick-ups associated with their event. **The renter is responsible for walking the facility before and after the event with City of Concord Facility representative(s).**

The City of Concord reserves the right to refuse rental contracts for the use of its facilities at its own discretion.

Chewing gum is not allowed in the facility. Please inform your guests. A cleaning fee will be charged for each piece of gum found on the carpet/floor/tables/chairs after your event.

I have read and understand the above rental rules and regulations and agree to comply therewith. I understand failure to do so will result in forfeiture of all or a portion of my damage deposit.

Print Name	Sign Name	Date
Print Staff Name	Signature of Staff	Date

