

FACILITY RENTAL RULES & 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 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.
- 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 event coordination on the event day, the applicant must designate an alternate person to assume this responsibility in advance of the event and inform Livermore Area Recreation and Park District in writing. Applicants will be required to meet with LARPD staff thirty (60) days prior to the scheduled event 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 event** - LARPD staff will be on duty during all scheduled use of LARPD facilities. LARPD staff is not available for loading/unloading supplies, waiting tables, serving, moving rented furniture or 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 event, 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 (excluding the Barn) unless other arrangements have been approved by LARPD. LARPD must receive a written floor plan a minimum of sixty (60) days prior to the event 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) 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 event has concluded. LARPD will not authorize the overnight storage of any personal event items or equipment or be responsible for any items left behind. All event 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 event rental end time. Failure to adhere to LARPD's cleaning requirements could result in the forfeit of the entire facility rental deposit.

- 7. Condition of facility** - LARPD staff will check the condition of the facility with the applicant before the start of the event 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 event. In the case of such a cancellation of an event, 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 an event 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 event may be shut down, and further use of LARPD facilities by an individual applicant or group may be denied.
- 9. 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 (45) days of the scheduled event 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.
- 10. 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.
- 11. 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.
- 12. Insurance Requirements** - Facility rentals exceeding eighty (80) guests and/or serving alcohol are required to have a certificate of insurance. Premiums are based upon the type of event, if there will be alcohol at the event, and the number of participants at the event. The insurance premium rates are subject to increase based upon current billing rates of insurance carrier and type of event. Advance notice may be limited to applicants. Applicants reserving dates for the next calendar year may be subject to increased insurance premiums if premiums are raised through carrier with the

starting of the new year. Applicants are responsible for these additional fee increases.

- 13. Alcohol** - Alcoholic beverages may be consumed in LARPD facilities with an authorized alcohol permit issued by LARPD prior to the event date. Alcoholic beverages may not be sold or consumed at any officially designated youth event. The serving or selling of alcoholic beverages remains at the discretion of LARPD. In events where alcohol will be sold, 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 five (5) days prior to the scheduled event and posted during the event 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 an insured under the lessee's liability policy. LARPD has the ability to limit the number of hours that alcoholic beverages can be served during the event. The serving and selling of alcoholic beverages must end at least 30 minutes prior to end of the event.
- 14. Selling of food and beverages** – In events 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 five (5) days prior to the scheduled event.
- 15. Security Requirements** – LARPD reserves the right to require security for events. Events 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
- 16. Applicant Responsibility for Security during Rental** - The applicant is responsible for checking in with the security officers and LARPD staff before the start of event. LARPD staff will discuss specific duties for security officers before the start of the event. 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.
- 17. 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, amphitheaters, 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.
- 18. Decorations and Setup** - Adhesives, nails, screws, pins, or staples on facility walls and/or floors are prohibited. Taping of LARPD facility floors, chairs and/or tables is prohibited. LARPD tables must be covered prior to event 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. Use of flower petals, both real or synthetic, require prior approval from LARPD staff.

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.

- 19. 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. Live music at Ravenswood requires prior approval from LARPD staff.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. Additional Incident Fee** - Excessive cleaning performed by any LARPD staff beyond the normal event 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.
- 24. Additional Staff Charges** –Applicants and event vendors are required to exit the facility at the specific end time listed on the permit. 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.
- 25. 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.
- 26. 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 event 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.

27. 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 groups.