

I DEPOSIT, USE FEE, AND OTHER CHARGES

Holding, Accounting for, and returning cleaning and damage deposit

A refundable cleaning and damage deposit is required for each event. For your protection, a pre-event inspection of the premises should be made. Notify the Facilities Supervisor of any discrepancies that might later affect your refund.

The following terms are required for a full refund:

- Adhere to all East Bay Regional Park District and facility rules.
- Remove all decorations, personal property, and rental equipment from premises.
- Place all tables and chairs on the racks provided and return to the designated space.
- Sweep all floors, including the rest rooms and patio/deck. Place sweepings in dumpster. Recycle all glass, plastic, and aluminum.
- Dump ice in designated space only.
- Return all equipment, supplies, etc. in the same condition as when received.
- During the last hour of your reservation, the music stops, bar closes, guests begin to leave, and cleanup begins.
- Everyone, including caterers and other hired staff, must be out of the building and off the patio or deck by the designated time.
- Leave the building and grounds looking as it did when you arrived, with the exception of fine cleaning.

FAILURE TO FOLLOW ANY OR ALL OF THE RULES LISTED WILL RESULT IN LOSS OF PART OR ALL OF YOUR CLEANING AND DAMAGE DEPOSIT. If there is physical damage to the building, grounds, or its furnishings and equipment, your deposit will be retained until the cost of the repair and/or replacement can be determined and deducted from your deposit. If the cost of repair and/or replacement exceeds the deposit, such additional sum shall be immediately due and payable.

Rental Fee

Reservations are made through Facility Reservations at (888) 327-2757 Option 2, Option 2.

For the **Brazilian Room**, to set a specific date for your event, a \$300 deposit is required to secure a date. \$100 of this deposit is refundable if the date is cancelled more than 120 days before the event date. Deposit is \$600 for a 12 hour block (\$200 is refundable if cancelled more than 120 days before the event). Deposit for the **Lake Temescal Beach House, Fern Cottage or Shoreline Center** is \$100, \$50 of this is refundable if the date is cancelled more than 120 days before the event date. Signatures on the contract and this Rules and Use Agreement are required to be returned two week after the initial payment at your step 2 appointment at the Brazilian Room. 120 days prior to your reservation date, the remainder of the balance and the cleaning and damage deposit are due. For events that are reserved fewer than 120 days away, the entire rental balance and cleaning and damage deposit are due when the contract is signed.

There is a returned check fee of \$15.

Other Possible Rental Costs

Non-Resident surcharge, use of fireplace use, Ice, Audio Visual System and/or phone line for computer use, Additional hours (if available), repair of any damage to the premises caused by client or client's guests, Non-catered fee.

TRANSFERS

One date or location transfer is allowed at no cost any time up to 120 days before original date. Under 120 days, no transfers are allowed. A written request for this transfer must be received by the Reservations Department at Peralta Oaks before transfer is made. This letter may be either faxed to Reservations at (510) 635-5502 or with prior arrangements emailed. If the reservation date must be changed more than once, a cancellation must be made. New rates and rule changes will apply.

CANCELLATION

All cancellation requests must be made in writing to Facility Reservations with the client's signature.

Refund if client cancels the event will be made as follows:

- Over 120 days notice, \$100 of the initial deposit at the Brazilian Room (\$50 for Lake Temescal Beach House, Fern Cottage and Shoreline Center) will be refundable and the remaining balance will be forfeited.
- Less than 120 days notice ONLY 100% of the cleaning and damage deposit will be refunded.

If District cancels the Event

The District reserves the absolute right, at any time prior to or during your use of the facility, to cancel your reservation and to terminate this agreement in the event of emergency, casualty, physical damage to the building, or other occurrence which, in the sole discretion of the District renders the rental facility unsuitable or unsafe for use by you, or which requires use of the facility for emergency purposes. Such occurrences include, without limitation, any of the following:

- Fire, flood, earthquake, weather damage, or other casualty or act of God causing physical damage to the facility
- Fire, flood, earthquake, weather damage, or other casualty or act of God creating an emergency situation on property other than the facility, necessitating the use of the premises for coordination of emergency relief efforts or for housing or storage
- Power failure, restrictive governmental laws or regulations, riots, insurrections, wars, or other causes beyond the District's reasonable control which render the facility unfit for your intended use

- The making of improvements, alterations, or repairs required by law or otherwise necessary to put or maintain the building and facilities in a safe and fully functional condition, including unexpected delays in the completion of such repairs, improvements, or alterations

In the event that your reservation and this agreement are terminated pursuant to this provision, the District shall not be responsible or liable for any direct, indirect, incidental, or consequential damages resulting from such termination.

II CATERING

There are two options for your catering needs; hire a caterer from the District's approved list or use the Non-catered option. If you choose the non-catered option, it is required to attend two meetings with Facilities staff. One meeting is a one-on-one office meeting and the second is an on site meeting in which your event crew will be required to attend a mandatory orientation with Facilities staff. The size of this crew will depend on the number of guests attending your event. A Catering Information form is due 120 days prior to your event.

Catered Events

The District Approved Caterers offer both full service and drop off service for events. For full service events, the caterer will open and close the facility and also provide full setup and cleanup. **Drop off service is not considered a fully catered event.** The caterers do not set up or clean up the event or open and close the facility. They offer boxed lunches delivered to the site or provide a self-serve continental breakfast and simple lunch. Drop off events are considered non-catered, and all rules for this option will apply.

Non-Catered Events

Non-Catered events are allowed with certain restrictions. No other caterers, food service professionals, or hired staff may work within the facility or on the grounds. If you choose the non-catered option, your volunteer event crew will be required to attend a room-use orientation. The size of this crew is determined by the number of guests attending your event. There is an additional fee for all non-catered events.

The Non-Catered option is NOT available at the Brazil Room Friday through Sunday or major holidays. All non-catered events at the Temescal Beach House must end prior to sunset (rental must end by 5 pm November through March, April through October by 7 pm).

III RULES AND REGULATIONS

OCCUPANCY: The number of attendees (the vendor count applies to the occupancy count) at the event shall not exceed site capacity. Client shall not permit the maximum occupancy of the premises to be exceeded at any time during the event. Client's guests, agents, and employees shall be restricted to the premises and shall not use or set up other portions of the facility.

SETUP AND BREAKDOWN: The Facilities staff is not responsible for setting up and/or taking down the tables and chairs. This is the responsibility of the client and must be completed within the contracted time period. All deliveries and pick-ups must be scheduled within the contracted time period.

ALCOHOLIC BEVERAGES: Beer, wine, and champagne are permitted. No other alcoholic beverages may be served or allowed on the premises. The bar and kegs of beer must be placed in designated space. There is an alcohol prohibition for all high school, sorority, and fraternity groups. No alcohol is permitted in the parking area. All laws regarding use of alcoholic beverages apply.

SECURITY: Groups with a majority of guests from 12 to 21 years of age must have a certified security officer present at all times. There must be at least one EAST BAY REGIONAL PARKS SECURITY officer present for each 50 guests between 12 and 21 years of age. The Facilities Supervisor will begin the process. Certification must be on file with the Facilities Supervisor at least two weeks prior to the Event. All sorority and fraternity groups are considered minor groups.

MUSIC OR SOUND AMPLIFYING EQUIPMENT: The East Bay Regional Park District Facilities are located in public parks used by others. The volume of sound outside each building must not interfere with the public's right to quiet enjoyment of the park or be audible 50 feet from the building or the patio. This is not only a matter of consideration for others, it is the law. No music is allowed outside except for ceremonies, and must be approved by the Facilities Supervisor. Music in the building must be set up in the required space, and the space does not allow for any large bands. The Music and Candle Permit form is due to Facility staff one month prior to the event. Music must end one hour before the close of the function.

VENDORS: Be sure your vendors understand the facility rules that are pertinent to your event.

CANDLES: No candles will be allowed at the facility unless you have obtained approval of the Facilities Supervisor prior to the event. The Music and Candle Permit form is due to Facility staff one month prior to your event even if candles are not used during the event.

DECORATIONS AND SIGNS: Nothing may be nailed, tacked, taped, hung, or affixed in any way to the facility, inside or outside. There are designated spots for attaching items to the walls. All decorations, other than free-standing, must be approved by the Facilities Supervisor. No runners may be taped to any surface. Disposable runners are not allowed. Be sure musicians, florists, etc. understand this policy. Directional or informational signs within the East Bay Regional Park District are not allowed.

CONFETTI AND RICE: No confetti, rice, flower petals, birdseed, streamers, glitter, poppers, etc. may be used in or around the facility or park. Although balloons are allowed in the building, they are not permitted to be released outdoors within the Park environment.

DISPOSABLE PRODUCTS: No Styrofoam or any foam products are allowed to be used in conjunction with your reservation. Plastic products that are not recyclable, or not washed and reused, are strongly discouraged.

BARBECUING: Barbecuing must be approved by the Facilities Supervisor and is allowed only in designated areas. There is no barbecuing allowed on the patio, lawn, decks, or walkway. No barbecuing will be allowed during Extreme Fire Hazard Alert as posted by the District.

SMOKING: There is no smoking allowed inside the facility. The outside terra cotta ashtrays are provided for cigarette butts and cigars.

PATIO, LAWN, DECK, ETC: No one may drive any motorized vehicle in a restricted area. All seating must be limited to patio or deck. No furniture is allowed on the lawn, and no stakes or anything similar may be driven into the lawn. No food may be prepared, cooked, or served on patio, walkway, or deck, with the exception of the Lake Temescal Beach House. No tarps, tents, or coverings of any type are allowed unless approved by Facilities Supervisor. The bar must be placed in approved space.

REHEARSAL: If your event requires a rehearsal, time is provided during the Brazilian room Open House at no extra charge. Rehearsals are limited to one half hour and are arranged by contacting Facilities staff.

PARKING: All parking lots are public. Some Regional Parks charge for parking. Currently, Fern Cottage at Kennedy Grove and the Beach House at Lake Temescal are two such parks. Illegal parking is subject to citation.

DOGS: Dogs are not allowed in the building. The only exceptions are Guide Dogs for the Blind and Assistance Dogs for the Disabled.

INSURANCE: The District requires client to maintain a comprehensive general liability policy in an amount equal to or greater than \$1,000,000 naming the EAST BAY REGIONAL PARK DISTRICT as an Additional Insured. This policy shall be written by an insurance company which is acceptable to the District. A certificate of insurance documenting this requirement must be on file with the District two months prior to the event. The District Special Events Program can provide up to \$1,000,000 in liability insurance to qualified special events for a fee. If tickets are sold for your event, an extra insurance fee may be necessary.

TERMS: This Agreement is only valid between the Facility and the original contracted client. Subletting is not permitted and it invalidates any Use Agreement

SOLICITATION AND SALES: Selling, soliciting, peddling, or renting any goods, wares, merchandise, or edibles, or collecting any money in District Facilities is prohibited by Ordinance 38.

LIABILITY: I agree to abide by all laws and the rules governing the use of the Rental Facility set forth above and in Ordinance 38. I also agree to be responsible for any damage done to the facility and grounds and its furnishings and equipment by my group, as determined by the Facilities Supervisor.

In consideration for the Park District's permission to use the facility, I hereby voluntarily assume any and all risks, including injury to any person or property, and agree to indemnify, defend, protect, and hold harmless the District and its directors, officers, agents, representatives, and employees from and against any claim, damage, loss, lawsuit, expense, and/or liability whatsoever for any injury, death, or damage to any person or property in any way related to the use of the facility by me, by my guests, caterers, and any other person on the premises of the facility, regardless of how the injury or damage was caused or suffered, unless the injury or damage results from the sole negligence or intentional and willful misconduct of the District.

Furthermore, I am informed and aware of the specific risk and danger of physical injury to persons and/or property which may arise if alcoholic beverages are served and consumed at my function, and without limiting the generality of the preceding paragraph, I hereby agree to indemnify, defend, protect, and hold harmless the District and its directors, officers, agents, representatives, and employees from or out of service and/or consumption of alcoholic beverages at or about the named rental facility by me, my guests, caterers, and any other person on the rental facility premises at the request of or with the consent of me.

By signing below, I indicate that I have read and understand the terms of the Rules and Use Agreement and I have retained a copy for my records.

EXECUTED on the date written below

Client(s) _____ Date _____ Facility _____

Print Name(s) _____ Date of Event _____

Client(s) _____ Date _____ Contract Number _____

Print Name(s) _____